Board of Commissioners

December 11, 2025 6:30 PM City Hall - Massie Chambers

Agenda:

1. Call to order by the Mayor

   Prayer

   Pledge of Allegiance

2. Roll call by the Recorder.

3. Approval of minutes.
   a. Reading of the November 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 25-1126, an ordinance to amend Ordinance 20-974 to change the preliminary master plan minimum one and two story building height ratio requirement. **FIRST READING**
   b. Consider Ordinance 25-1128, an ordinance amending Ordinance 24-1097 by extending the originally imposed temporary one (1) year moratorium on the acceptance, authorization, and approvals necessary for the subdivision, site

planning, development, and construction with more than three (3) dwelling units per acre on real property in the city limits by the Goodlettsville Municipal Planning Commission and the Board of Commissioners of the City of Goodlettsville Zoning Ordinance by an additional three months (90) days. **SECOND READING & PUBLIC HEARING**

c. Consider Ordinance 25-1129, an ordinance to amend the Zoning Ordinance to permit an additional commercial use in the INT, Interchange Overlay for the I-65 Exit 98 Louisville Hwy 31W Overlay Section. **SECOND READING & PUBLIC HEARING**

d. Consider Ordinance 25-1130, an ordinance to abandon portion of right-of-way known as Mission Ridge Drive, Goodlettsville, Tennessee. **FIRST READING**

e. Consider Ordinance 25-1131, an ordinance of the City of Goodlettsville Board of Commissioners amending the City of Goodlettsville Municipal Code Title 9, Chapter 5, Section 4 by adding a new Subsection 1(b)(v). **SECOND READING & PUBLIC HEARING**

f. Consider Resolution 25-1294, a resolution annexing two properties including 45.02 acres property on Long Hollow Pike by the City of Goodlettsville, Tennessee. **PUBLIC HEARING**

g. Consider Resolution 25-1295, a resolution adopting a plan of service for annexation of 45.02 acres on Long Hollow Pike as described in Resolution 25-1294 by the City of Goodlettsville, Tennessee. **PUBLIC HEARING**

h. Consider Resolution 25-1296, a resolution annexing 1,770 feet of Long Hollow Pike/SR 174 right of way and roadway by the City of Goodlettsville, Tennessee. **PUBLIC HEARING**

i. Consider Ordinance 25-1127, an ordinance to amend the official zoning map of Goodlettsville adopted per Ordinance 15-851 by changing the zoning of properties on Long Hollow Pike from Sumner County RR, Rural Residential to LDRPUD, Low Density Residential Planned Unit Development and Preliminary Master Plan approval. **SECOND READING & PUBLIC HEARING**

9. New Business.

a. Consider Resolution 25-1299, a resolution of the City of Goodlettsville Board of Commissioners authorizing the purchase of stream mitigation bank credits and approving an agreement with Camp Cove Capital, LLC.

b. Consider Resolution 25-1300, a resolution to adopt the City of Goodlettsville's Legislative Agenda for the second session of the 114th General Assembly of the State of Tennessee.

c. Consider Resolution 25-1301, a resolution of the City of Goodlettsville Board of Commissioners recognizing and honoring Mr. Grady McNeal, Sr. for thirty-five years of loyal and dedicated service as a member of the City of Goodlettsville Planning Commission.

d. Consider Resolution 25-1302, 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.

e. Consider Resolution 25-1303, a resolution of the City of Goodlettsville Board of Commissioners approving an agreement with Community Development Partners, LLC. for administrative services associated to Local Parks and Recreation Fund Grant.

f. Consider Resolution 25-1304, a resolution of the City of Goodlettsville Board of Commissioners approving an agreement with Kimley-Horn and Associates, Incorporated for engineering services associated with a Local Parks and Recreation Fund Grant and traffic flow improvements at Moss-Wright Park.

g. Consider Resolution 25-1305, a resolution of the City of Goodlettsville Board of Commissioners acknowledging the approval of the Comprehensive Land Use Plan by the City of Goodlettsville Planning Commission and confirming that all current zoning districts shall remain in effect.

h. Consider Resolution 25-1306, a resolution of the Board of Commissioners of the City of Goodlettsville, Tennessee, requesting the City's State of Tennessee Legislative Delegation introduce, sponsor, and support legislation authorizing the creation of a specialty earmarked license plate for the City of Goodlettsville in partnership with a qualifying non-profit organization, in accordance with Tennessee Code Annotated, Title 55, Chapter 4, Part 3.

i. Consider Resolution 25-1307, a resolution approving an agreement between American Facility Services and the City of Goodlettsville, Tennessee as it relates to cleaning services at city facilities.

j. Consider Resolution 25-1308, a resolution of the Board of Commissioners of the City of Goodlettsville, Tennessee, approving agreements with Seasons Change, LLC for the purpose of providing mowing services on public right-of-way and public properties and authorizing the City Manager to execute all necessary documents.

k. Appointment of Terry Coats to the Planning Commission.

l. Appointment of Larry Jones to the Board of Zoning Appeals.

m. Appointment of Ernest Denson to the Beer Board.

n. Appointment of Harry Bell to the Beer Board.

o. Appointment of Toby Swager to the Parks & Recreation Advisory Board.

p. Appointment of Chris Taylor to the Beautification and Tree Advisory Board.

q. Appointment of Eddie Allen to the Beautification and Tree Advisory Board.

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

Board of Commissioners

November 13, 2025 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, Sean Pfalzer, and Russell Freeman.

Mayor Rusty Tinnin called the meeting to order. Pastor Carl Albrecht 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 October 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.

Fire Chief Ken Reeves presented the 2025 Inaugural Citizens Fire Academy graduates with certificates and the Goodlettsville Fire Department Chief's Coin.

City Manager Tim Ellis presented David Gillihan and Susan Edwards with a Recognition of Appreciation plaque for their work over the years on the Arts, Antiques, and Music Festival.

Director of Tourism Kimberly Lynn updated the Board on the Community Branding Project. The consultants have been working throughout the community. There will be a public Listening & Learning Workshop on Tuesday, November 18. The consultants will give a brief presentation on branding and our timeline and then there will be 4 or 5 stations for attendees to rotate and interact at each station.

City Manager Ellis recognized Chief Gary Goodwin on his upcoming retirement and 50 years of service in law enforcement.

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

Commissioner Jesse Walker wished Mayor Rusty Tinnin a happy birthday! He also recognized DJ Johnson for his work on the Inaugural Veterans Day Parade and invited everyone out for next year's event.

Vice Mayor Duncan stated they appreciated DJ Johnson and the collaboration with the parade and the Veterans banners.

President of the Goodlettsville Little League Baseball Program, Johnny Garrett, along with Mayor Tinnin and Public Services Director Sarah Jennings presented the 10u State Champions All Star team and 8u State Champions All Star team with custom bats from Old Hickory Bat Company for their accomplishments.

Consent agenda items.

Consider Unfinished Business.

Consider Ordinance 25-1124, an ordinance to amend the Design Guidelines to increase the minimum brick/stone exterior building materials requirements percentage to seventy-five (75%) percent, second reading and public hearing. Vice Mayor Duncan made a motion to consider Ordinance 25-1124. Commissioner Gilmore 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 25-1124.

Consider Ordinance 25-1125, an ordinance to amend Ordinance 06-674 as amended, the Zoning Ordinance of the City of Goodlettsville, to amend residential zoning districts permitted uses, Residential Planned Unit Development minimum living space square footage, exterior building materials, minimum attached garage designs, minimum commercial component requirements for mixed use developments, second reading and public hearing. Commissioner Gilmore made a motion to consider Ordinance 25-1125. 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 25-1125.

Consider New Business.

Consider Ordinance 25-1126, an ordinance to amend Ordinance 20-974 to change the preliminary master plan minimum one and two story building height ratio requirement, first reading. City Manager Ellis stated an email that was sent to the Commissioners today from a neighbor was at their desk. The developer has met with adjoining property owners and has worked out an agreement. City Manager Ellis stated they may want to ask the developer about this. Commissioner Walker made a motion to consider Ordinance 25-1126. Commissioner Anderson seconded the motion. Commissioner Walker stated he was trying to understand as they just received the email from the neighbor and wondered if it would be best to defer. City Manager Ellis stated he was concerned as they have only received one email the day of the meeting. Mayor Tinnin stated he had talked to a lot of the citizens and they liked this

development. Vice Mayor Duncan stated this was denied by our Planning Commission. City Manager Ellis stated what was asked for at the Planning Commission has been changed again and that is why it is confusing this evening. George Grundler, with Hidden Valley Homes, addressed the Board. He stated that after meeting with this group and the neighbors, there were concerns over the height of the new homes. He said the two-level homes would be shifted to the southern boundary. The homes adjacent to the northern properties would only be one-level homes. He said the northern boundary would have a privacy fence and the future HOA would maintain it. There was discussion. Vice Mayor Duncan made a motion to defer. Commissioner Walker seconded the motion. Vote was then taken which resulted in a 5-0 vote to defer Ordinance 25-1126.

Consider Ordinance 25-1128, an ordinance amending Ordinance 24-1097 by extending the originally imposed temporary one (1) year moratorium on the acceptance, authorization, and approvals necessary for the subdivision, site planning, development, and construction with more than three (3) dwelling units per acre on real property in the city limits by the Goodlettsville Municipal Planning Commission and the Board of Commissioners of the City of Goodlettsville Zoning Ordinance by an additional three months (90) days, first reading. City Manager Ellis stated this extension will allow time to complete the Comprehensive Land Use Plan. Commissioner Gilmore made a motion to consider Ordinance 25-1128. Commissioner Walker seconded the motion. Vote was then taken which resulted in a 5-0 vote to approve Ordinance 25-1128.

Consider Ordinance 25-1129, an ordinance to amend the Zoning Ordinance to permit an additional commercial use in the INT, Interchange Overlay for the I-65 Exit 98 Louisville Hwy 31W Overlay Section, first reading. Commissioner Anderson made a motion to consider Ordinance 25-1129. Vice Mayor Duncan seconded the motion. Commissioner Walker stated for clarification that this added the car wash usage to the Exit 98 Interchange and only for that exit. Vote was then taken which resulted in a 5-0 vote to approve Ordinance 25-1129.

Consider Ordinance 25-1130, an ordinance to abandon portion of right-of-way known as Mission Ridge Drive, Goodlettsville, Tennessee, first reading. City Manager Ellis recommended deferral for one month to get a few technical matters taken care of. Vice Mayor Duncan made a motion to defer Ordinance 25-1130. Commissioner Anderson seconded the motion. Vote was then taken which resulted in a 5-0 vote to defer Ordinance 25-1130.

Consider Ordinance 25-1131, an ordinance of the City of Goodlettsville Board of Commissioners amending the City of Goodlettsville Municipal Code Title 9, Chapter 5, Section 4 by adding a new Subsection 1(b)(v), first reading. City Manager Ellis stated this is in regard to food trucks and this would limit the time they could be set up at specific locations. Commissioner Gilmore made a motion to consider Ordinance 25-1131. Vice Mayor Duncan seconded the motion. Vote was then taken which resulted in a 5-0 vote to approve Ordinance 25-1131.

Consider Resolution 25-1294, a resolution annexing two properties including 45.02 acres property on Long Hollow Pike by the City of Goodlettsville, Tennessee, public hearing. Senior Director of Community Development Addam McCormick addressed the Board regarding the annexation process. Commissioner Walker made a motion to consider Resolution 25-1294. Commissioner Gilmore seconded the motion. The public hearing was opened.

Wallace Ralph of 4403 Long Hollow Pike spoke in opposition of Resolution 25-1294.
Tim Tinnin of Goodlettsville addressed the board in favor of Resolution 25-1294.
Dallas Reddy of 3723 Long Hollow Pike addressed the board in opposition of Resolution 25-1294.
Jaqueline Ralph of 4379 Long Hollow Pike addressed the board in opposition of Resolution 25-1294.
Rebecca Meyer of 471 Fall Creek Circle addressed the board in opposition of Resolution 25-1294.
Ashley Reid of 119 N. Maple Ridge Lane addressed the board in opposition of Resolution 25-1294.
Troy Tyson of 675 Fall Creek Circle addressed the board in opposition of Resolution 25-1294.
Brooke Nichols of 136 N. Wynridge Way addressed the board in opposition of Resolution 25-1294.
Christopher Reid of 119 N. Maple Ridge Lane addressed the board in opposition of Resolution 25-1294.
John Belcher of 2003 Hawkwell Circle addressed the board in opposition of Resolution 25-1294.
Brooke Eakes of 3330 Patton Branch Road addressed the board in opposition of Resolution 25-1294.
Erin Crawford of 3035 Patton Branch Road addressed the board in opposition of Resolution 25-1294.
Matthew Shattuck of 136 N. Wynridge Way addressed the board in opposition of Resolution 25-1294.
Jim Hitt of 723 Long Hollow Pike addressed the board in favor of Resolution 25-1294.
Jim Childress of 127 N. Maple Ridge Lane addressed the board in opposition of Resolution 25-1294.
Sarah Childress of 127 N. Maple Ridge Lane addressed the board in opposition of Resolution 25-1294.
Jeff Cordell of 404 Buffalo Run addressed the board in favor of Resolution 25-1294.
Sheila Dickerson of 126 N. Maple Ridge Lane addressed the board in opposition of Resolution 25-1294.
Justin Wilson of 609 Fall Creek Circle addressed the board in opposition of Resolution 25-1294.
Ellen Philpot of 110 N. Maple Ridge Lane addressed the board in opposition of Resolution 25-1294.
Andrea Kelly of 100 S. Maple Ridge Lane addressed the board in opposition of Resolution 25-1294.
Dori Greenlee of 1218 Madison Creek addressed the board in opposition of Resolution 25-1294.
Denny Carter of 124 N. Wynridge Way addressed the board in opposition of Resolution 25-1294.
Andy Thorpe of 131 N. Wynridge Way addressed the board in opposition of Resolution 25-1294.
Andrea Stillwell of 116 Forest Oaks Drive addressed the board in opposition of Resolution 25-

1294.
Mike McGinnis of 144 N. Wynridge Way addressed the board in opposition of Resolution 25-1294.
Steve Peak of 4404 Long Hollow Pike addressed the board in opposition of Resolution 25-1294.
Candace Ralph of 4435 Long Hollow Pike addressed the board in opposition of Resolution 25-1294.
Eddie Phillips of 622 Carol Ann addressed the board in favor of approval of Resolution 25-1294.
Will Ralph addressed the board in favor of approval of Resolution 25-1294.
Jeremy Mansfield, Sumner County Commissioner, addressed the board in opposition of Resolution 25-1294.

Jason Phillips, developer, addressed the board regarding concerns brought up at the meeting. He said they did a traffic study and this development, with 69 homes, will not create an issue. Schools are not overcrowded. Madison Creek is at 65% capacity. Beech is at 85% capacity. He stated they are not currently growing any crops on this land. He said they are not tying into Wynridge. They are simply adding a crash gate required by life safety measures by the Fire Department. They are providing a 35-foot buffer while Wynridge provides a 20-foot buffer. He said his family built Conference Drive when they built Windsor Green and says they pay their way and do what is required.

David Abbey, Development Management Group, addressed the board in favor of Resolution 25-1294.
John Sapp of 142 N. Wynridge Way addressed the board in opposition of Resolution 25-1294.

The public hearing was closed.

Vice Mayor Duncan stated she lives in Wynrdige subdivision and has talked to her neighbors over the last several months about this annexation and proposed development. The City of Goodlettsville did not seek this annexation. The request came from the property developer. She stated the city's Comprehensive Land Use Plan will guide the city's future and future development. it is designed to help the city prevent development that does not align with our vision. The plan has not been approved yet and is in the process of being finalized. It does not make sense to move forward with development until this plan is in place.

Commissioner Gilmore wanted to give the developer time to explain this development if he chose. Jason Phillips addressed the board. He stated they are proposing to build a development similar to Laurel Park. He believes this development is smart growth for Goodlettsville. Commissioner Gilmore asked questions of Mr. Phillips. He said asked about Laurel Park not being all brick like Wynridge. Mr. Phillips stated that the buyers choose if they want brick, stone, or hardy. Hardy is not a discount to either one. He stated if brick or stone is a requirement of the city, it will not adversely affect the project that much. Commissioner Gilmore stated Wynridge residents don't want to look at a house with hardy side and the comprehensive plan will bring our standards up. There was discussion. Mr. Phillips said if there

is a restriction to build with brick or stone, they will do it. There was discussion. Commissioner Gilmore asked about a turn lane. Mr. Phillips stated they would put in the turn lane that was recommended as an improvement on the traffic study which was a left lane in.

Mayor Tinnin stated after talking with the citizens, no one wants growth. He said the neighbors in the adjoining subdivision stated if you stick with the comprehensive plan of 75% brick and stone, they do not have a big problem with it. Mr. Phillips said they would agree to that stipulation.

Commissioner Gilmore said as a City Commissioner and a member of the Planning Board, he does receive a lot of emails from residents with their opinions on what they think is best. He said he's learning as a newly elected official. He said social media is a strong tool and a comment was made about being backed by a developer. He stated he has never been backed by a developer nor will he ever. He said another email was sent that spoke to the city going in debt for sewer infrastructure and that our costs would not be covered. City Manager Ellis stated the developer would cover the cost of installation of wastewater utility infrastructure. He said we also collect the building permit and sewer capacity fee that goes towards future projects like upsizing pump stations as needed. Right now, our wastewater fund sits in a positive position. Commissioner Gilmore asked if we have ever gone in debt with the sewer fund. City Manager Ellis stated our net position is 37 million dollars and cash on hand is about 15 million dollars. He said we have gone in debt but the only times we have gone in debt over the last 12-15 years was when we were approved for funding for the State Revolving Fund and we borrowed money to maintain our positive fund balance. Commissioner Gilmore said he tried to make the best decisions for the city as a whole. He said every email and phone call and showing up to the meeting does not go unnoticed. He said we want all the other things all the other cities have like restaurants and retail. He said this opportunity is one the residents have been seeking. He asked if we want to stop growing? If we do, it will cut the legs out from under us. If we don't have growth, we will not have the tax base to maintain. He said we have the opportunity to pick the developer to meet our standards.

Commissioner Gilmore made a motion to approve Resolution 25-1294. Vice Mayor Duncan seconded the motion.

Vote was then taken by roll call vote: Mayor Tinnin, yes; Vice Mayor Duncan, no; Commissioner Anderson, no; Commissioner Gilmore, yes; Commissioner Walker, yes. This resulted in a 3-2 vote to approve Resolution 25-1294.

Consider Resolution 25-1295, a resolution adopting a plan of service for annexation of 45.02 acres on Long Hollow Pike as described in Resolution 25-1294 by the City of Goodlettsville, Tennessee, public hearing. Commissioner Walker made a motion to consider Resolution 25-1295. Commissioner Gilmore seconded the motion. The public hearing was opened. With no one speaking in favor or against the proposed plan of service, the public hearing was closed.

Vote was then taken by roll call vote: Mayor Tinnin, yes; Vice Mayor Duncan, no;

Commissioner Anderson, no; Commissioner Gilmore, yes; Commissioner Walker, yes. This resulted in a 3-2 vote to approve Resolution 25-1295.

Consider Resolution 25-1296, a resolution annexing 1,770 feet of Long Hollow Pike/SR 174 right of way and roadway by the City of Goodlettsville, Tennessee, public hearing. Commissioner Walker made a motion to consider Resolution 25-1296. Commissioner Gilmore seconded the motion. The public hearing was opened. With no one speaking in favor or against the proposed annexation, the public hearing was closed.

Vote was then taken by roll call vote: Mayor Tinnin, yes; Vice Mayor Duncan, no; Commissioner Anderson, no; Commissioner Gilmore, yes; Commissioner Walker, yes. This resulted in a 3-2 vote to approve Resolution 25-1296.

Consider Ordinance 25-1127, an ordinance to amend the official zoning map of Goodlettsville adopted per Ordinance 15-851 by changing the zoning of properties on Long Hollow Pike from Sumner County RR, Rural Residential to LDRPUD, Low Density Residential Planned Unit Development and Preliminary Master Plan approval, first reading. Commissioner Anderson made a motion to consider Ordinance 25-1127. Commissioner Walker seconded the motion.

Vote was then taken by roll call vote: Mayor Tinnin, yes; Vice Mayor Duncan, no; Commissioner Anderson, no; Commissioner Gilmore, yes; Commissioner Walker, yes. This resulted in a 3-2 vote to approve Ordinance 25-1127.

Consider Resolution 25-1297, a resolution of the Board of Commissioners of the City of Goodlettsville, Tennessee approving an extension to a grant contract between the City of Goodlettsville and the Tennessee Department of Environment and Conservation related to the creation of an Asset Management Plan for the City's wastewater utility. Vice Mayor Duncan made a motion to consider Resolution 25-1297. Commissioner Anderson seconded the motion. Vote was then taken which resulted in a 5-0 vote to approve Resolution 25-1297.

Consider Resolution 25-1298, a resolution of the City of Goodlettsville, Tennessee, Board of Commissioners requesting the Tennessee Department of Transportation to evaluate further the need for sound walls along Interstate 65 within the City of Goodlettsville and to install said sound walls if they meet the minimum requirements. Commissioner Walker made a motion to consider Resolution 25-1298. Commissioner Anderson seconded the motion. Vote was then taken which resulted in a 5-0 vote to approve Resolution 25-1298.

With no further business, Vice Mayor Duncan made a motion to adjourn. Commissioner Anderson seconded the motion. The meeting adjourned at approximately 9:00pm with a 5-0 vote.

AGENDA SUMMARY SHEET

Board of Commissioners
City of Goodlettsville

SUBJECT TITLE: ORDINANCE 25-1126 An ordinance to amend Ordinance 20-974 to change the preliminary master plan minimum one and two story building height ratio requirement. **FIRST READING** **PRESENTED BY:** Tim Ellis, City Manager Addam McCormick, Sr. Director of Community Development	**Agenda Item:** ORDINANCE 25-1126 **Dept. of Origin:** Planning **For Agenda of:** December 11, 2025 **Originator:** Addam McCormick **Cost of Item:** N/A

AGENDA ITEM ATTACHMENTS:
Ordinance 25-1126

SUMMARY STATEMENT:
An ordinance to amend Ordinance 20-974 to change the preliminary master plan minimum one and two story building height ratio requirement.

FINANCIAL SUMMARY:
N/A

RECOMMENDED ACTION:
Planning Commission denied recommendation to the City Commission.

ORDINANCE 25-1126

AN ORDINANCE TO AMEND ORDINANCE 20-974 TO CHANGE THE PRELIMINARY MASTER PLAN MINIMUM ONE AND TWO STORY BUILDING HEIGHT RATIO REQUIREMENT

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 protecting the character and maintain the stability of residential and business areas within the city, and to promote the orderly and beneficial development of such areas; and,

WHEREAS, the Planned Unit Development section of the City's Zoning Ordinance intent and purpose includes but is not limited to promoting flexibility in design and permit planned diversification in the location of structures; to promote efficient use of land that will facilitate a more economic arrangement of buildings; circulation systems, land use, and utilities; to preserve as much as possible existing landscape features and utilize them in a harmonious fashion; to encourage the total planning of tracts of land; and to provide a mechanism for the ownership of land, utilities, streets, and facilities in common as well as the maintenance and disposition thereof; and,

WHEREAS, the project owner requests the amendment to the Pine Ridge project master plan (*formerly referred to as the Villas at Highland Park*) to increase the marketability and the design flexibility of the townhomes including increased buildable square footage with limited changes to the approved building architectural design; and,

WHEREAS, the Goodlettsville Planning Commission has reviewed and discussed this proposed amendment and voted on ***October 6, 2025*** to not recommend the amendment, 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. Amendment of Ordinance 20-974 that included a project preliminary master with a rezoning of multiple properties on South Dickerson Road for a residential townhouse project including the minimum requirement of forty (40%) percent one story units and a maximum sixty (60) percent two story units

By changing the Pine Ridge project master plan building design requirement as defined in "EXHIBIT A" and described as follows:

SECTION 2. Minimum Project Design and Use Requirements: ***(Amendment Bold Italics)***

SECTION 3. 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 twenty-one (21) 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 twenty-one (21) days from the date of its final passage, the public welfare demanding it.

SECTION 4. 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 5. 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: Passed First Reading:_____

_____ Passed Second Reading:_____

City Attorney

ORDINANCE 25-1126

"EXHIBIT A"

-Project design per the Pine Ridge (*formerly referred to as the Villas at Highland Park)* preliminary master plan dated 10-27-2021 and ordinance amendments dated 12-9-2021

-Multi-family townhomes at a density of seven (7) units per acre for the entire 19.12-acre property including total 132 units *(current final project plan approval including 117 units)* and the addition of the adjacent 1.2 acre property zoned CPUD, Commercial Planned Unit Development (825 Dickerson Road- Davidson County Tax Map/Parcel# 02500006200)

-Unit cluster design to preserve natural green space

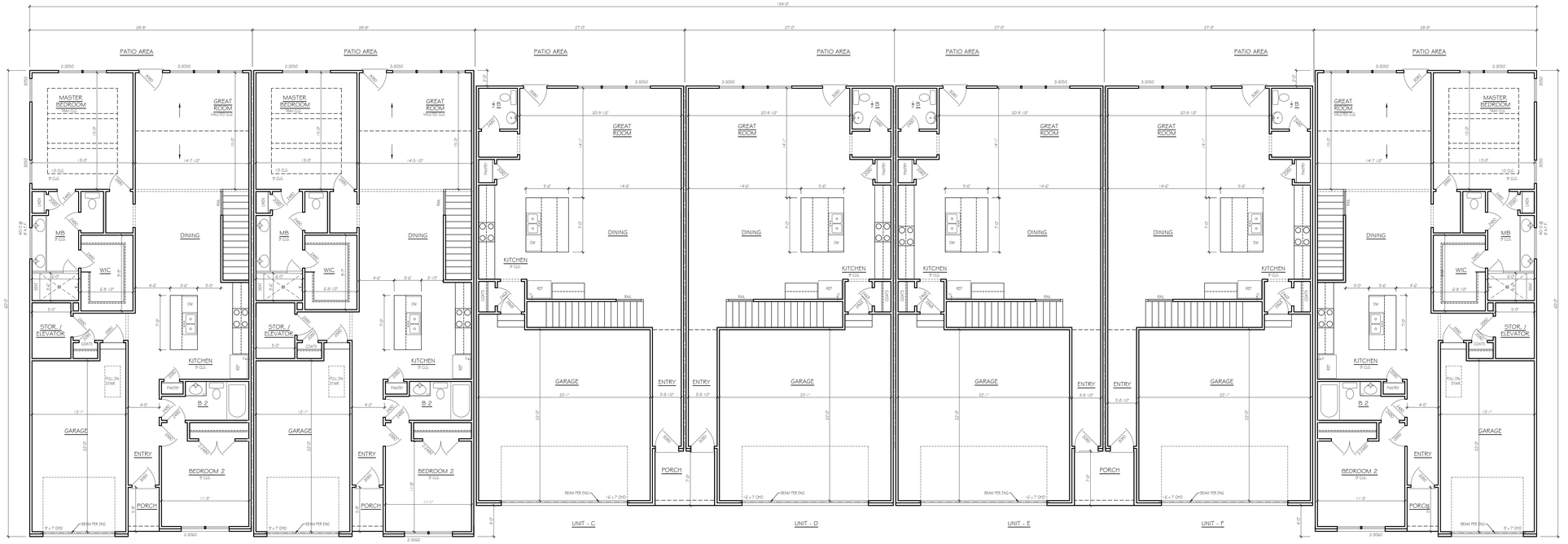
-Fifty (50') feet conservation easement and fifty (50') conservation buffer along the northern edge of parcel 02500006000 in order to preserve a natural boundary with the single-family properties to the north

-Townhomes will be limited to a maximum of ~~**sixty (60%) percent**~~ ***seventy-five (75%) percent*** of the total units permitted to be constructed as a two (2) story unit design and a minimum of ~~***forty (40%)***~~ ***twenty-five (25%)*** percent of total units required to be constructed and limited to a one-story unit design and the intent is the units to be for-sale properties

-All of the Zoning Ordinance and Design Guidelines regulations regarding building materials and development requirements including but not limited to landscaping would apply

- Final master plan review and approval required by Planning Commission including a traffic study

-Commercial use area permitted commercial uses listed on the Pine Ridge/Villas at Highland Park preliminary master plan dated 10-27-2021



1.5 STORY UNITS

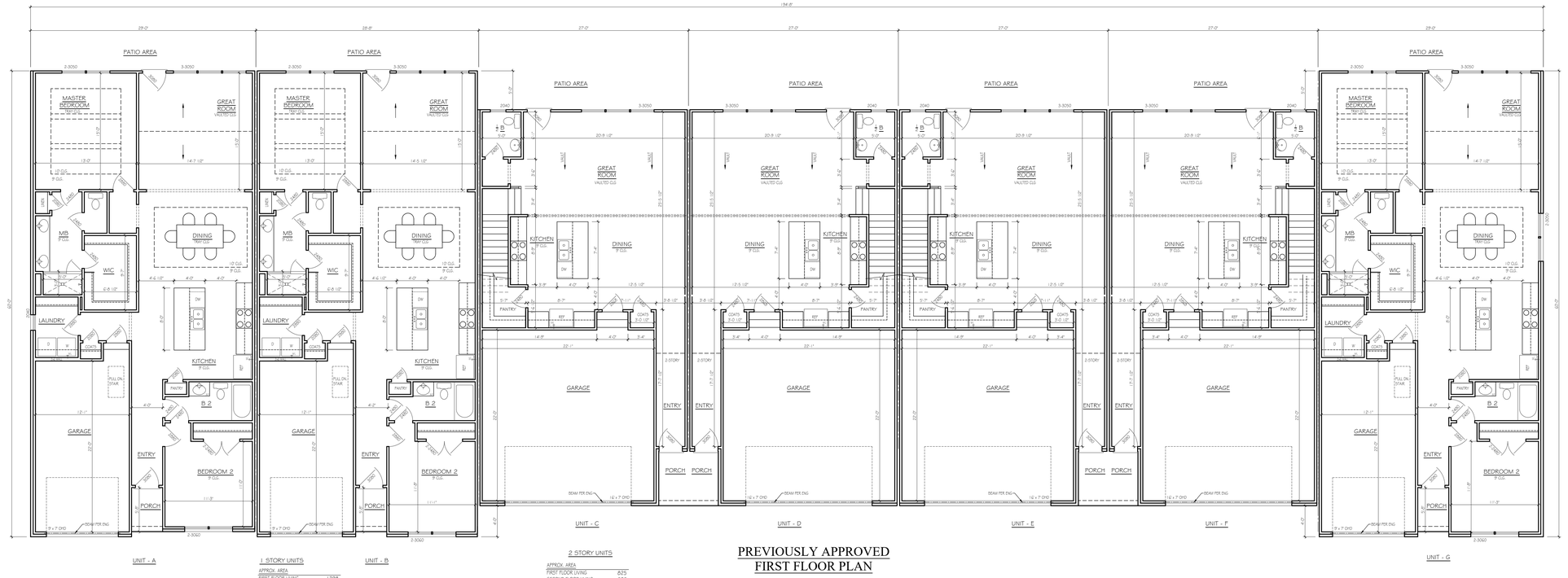
UNIT - A	
APPROX. AREA	
FIRST FLOOR LIVING	1,336
SECOND FLOOR LIVING	518
TOTAL LIVING	1,916
OPTIONAL BONUS	352

UNIT - B	
APPROX. AREA	
FIRST FLOOR LIVING	1,398
SECOND FLOOR LIVING	518
TOTAL LIVING	1,916
OPTIONAL BONUS	466

2 STORY UNITS

APPROX. AREA	
FIRST FLOOR LIVING	903
SECOND FLOOR LIVING	1,266
TOTAL LIVING	2,169

PROPOSED REVISED FIRST FLOOR PLAN



1 STORY UNITS

APPROX. AREA	
FIRST FLOOR LIVING	1,398

2 STORY UNITS

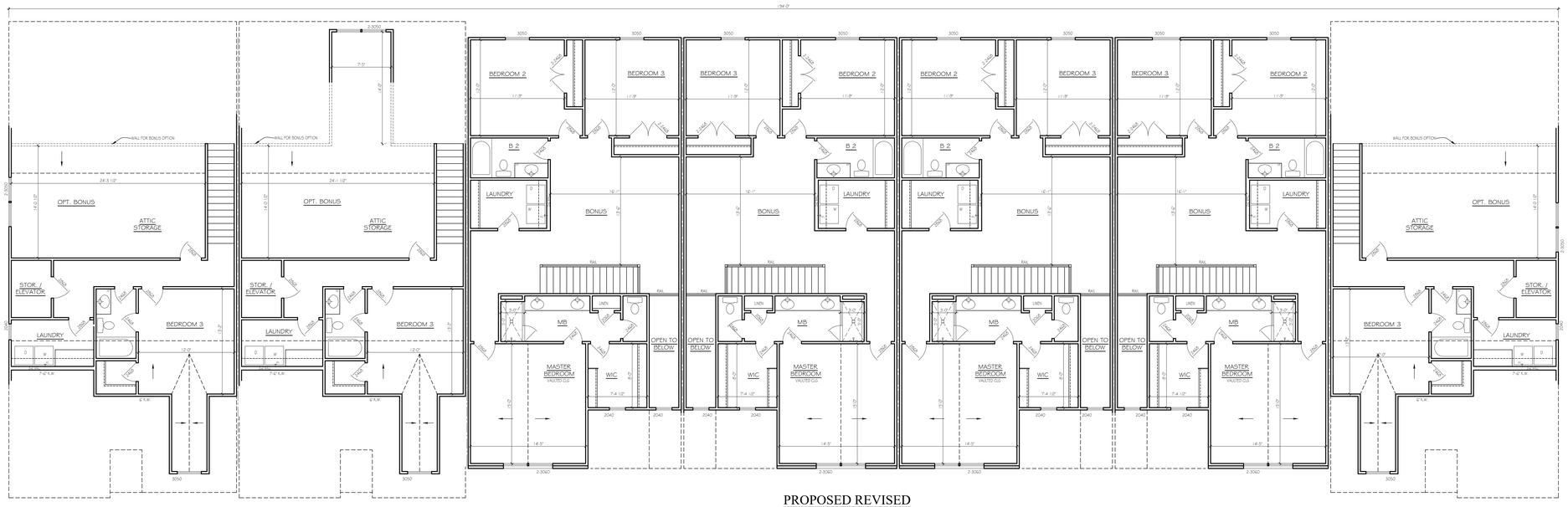
APPROX. AREA	
FIRST FLOOR LIVING	625
SECOND FLOOR LIVING	628
TOTAL LIVING	1,653

PREVIOUSLY APPROVED FIRST FLOOR PLAN

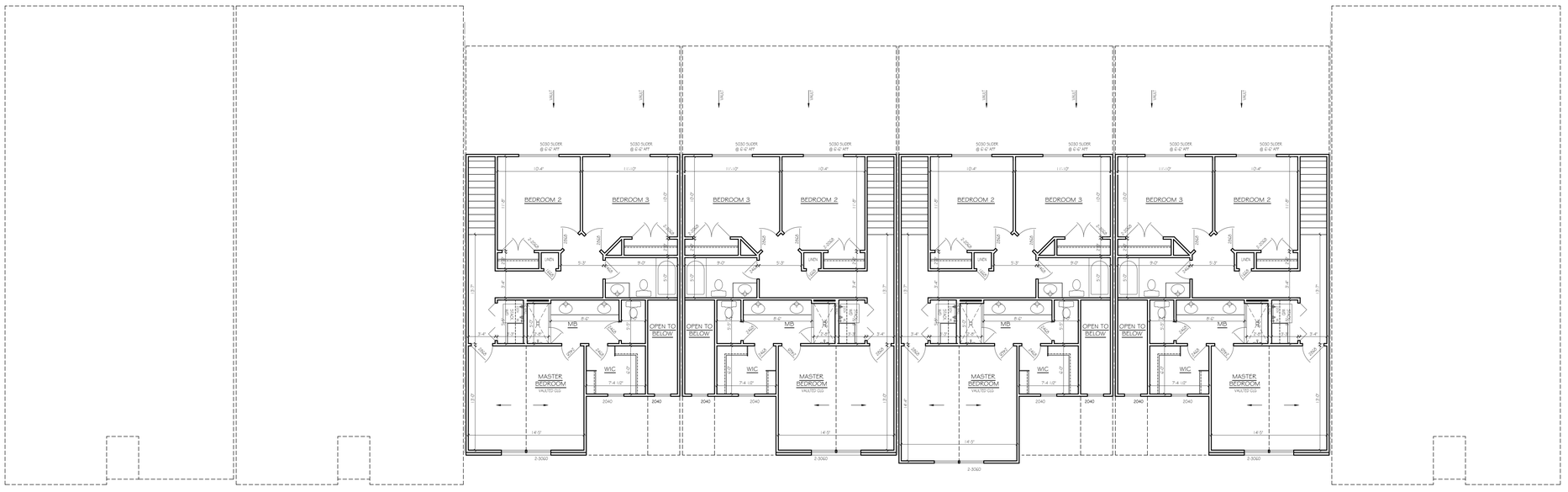
Lynn + Associates
6965 Sunnywood Dr.
Nashville, TN 37211
p 615.719.7080
office@lynnandassoc.com

© Lynn + Associates

Z:\LYNN\CLIENTS\Belvedere Valley Homes\Townhomes\New Folder 12-2021\12-22.dwg, 9/29/2025 10:08:03 AM, DWG To PDF.pc3, Arch D (36 x 24



PROPOSED REVISED
SECOND FLOOR PLAN



PREVIOUSLY APPROVED
SECOND FLOOR PLAN

Lynn + Associates
6965 Sunnywood Dr.
Nashville, TN 37211
p 615.719.7080
office@lynnandassoc.com
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Z:\LYNN\CLIENTS\Middleton Valley Homes\Townhomes\New Folder - 12-2019\12-2d.dwg, 9/30/2025 10:51:57 AM, DWG To PDF.pc3, Arch D (36 x 24

BUILDING MATERIAL CALCULATIONS	
BRICK	46%
CEMENT FIBER SIDING	54%

PROPOSED REVISED
FRONT ELEVATION

BUILDING MATERIAL CALCULATIONS	
BRICK	50%
CEMENT FIBER SIDING	50%

PREVIOUSLY APPROVED
FRONT ELEVATION

Lynn + Associates
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Nashville, TN 37211
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PROPOSED REVISED
REAR ELEVATION

PREVIOUSLY APPROVED
REAR ELEVATION

Lynn + Associates
6965 Sunnywood Dr.
Nashville, TN 37211
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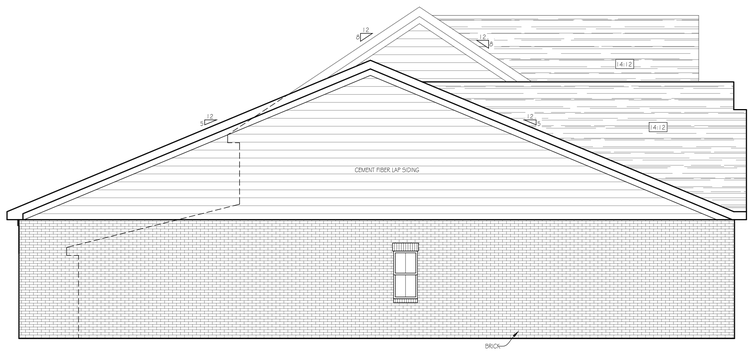
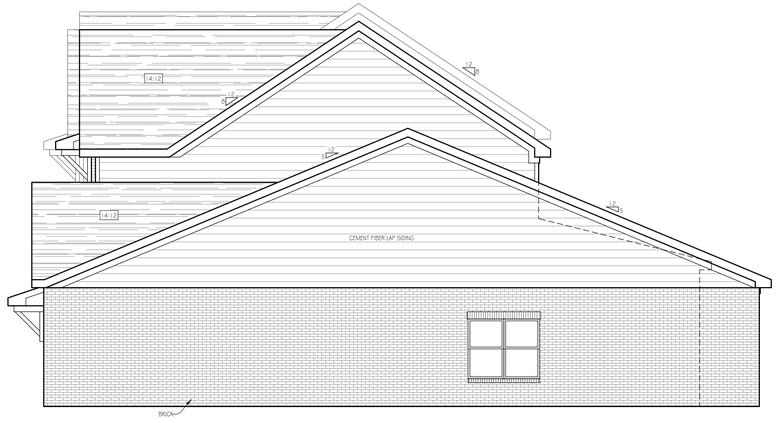
Z:\LP\WAGLER (Mirrolden Valley Homes)\Townhomes\New Folder - 12-2021\12-22.dwg, 9/29/2025 9:05:16 AM, DWG To PDF.pc3, Arch D (24 x 36

PROPOSED REVISED
LEFT SIDE ELEVATION

PROPOSED REVISED
RIGHT SIDE ELEVATION



PREVIOUSLY APPROVED
LEFT SIDE ELEVATION



PREVIOUSLY APPROVED
RIGHT SIDE ELEVATION

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Lynn
+ Associates
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AGENDA SUMMARY SHEET

Board of Commissioners
City of Goodlettsville

SUBJECT TITLE: Ordinance 25-1128 An ordinance amending Ordinance 24-1097 by extending the originally imposed temporary one (1) year moratorium on the acceptance, authorization, and approvals necessary for the subdivision, site planning, development, and construction with more than three (3) dwelling units per acre on real property in the city limits by the Goodlettsville Municipal Planning Commission and the Board of Commissioners of the City of Goodlettsville Zoning Ordinance by an additional three months (90) days. **SECOND READING & PUBLIC HEARING** **PRESENTED BY:** Tim Ellis, City Manager	**Agenda Item: Ordinance 25-1128** **Dept. of Origin:** Administration / Planning **For Agenda of:** December 11, 2025 **Originator:** Tim Ellis **Cost of Item:** N/A

AGENDA ITEM ATTACHMENTS:
Ordinance 25-1128

SUMMARY STATEMENT:
An ordinance amending Ordinance 24-1097 by extending the originally imposed temporary one (1) year moratorium on the acceptance, authorization, and approvals necessary for the subdivision, site planning, development, and construction with more than three (3) dwelling units per acre on real property in the city limits by the Goodlettsville Municipal Planning Commission and the Board of Commissioners of the City of Goodlettsville Zoning Ordinance by an additional three months (90) days.

FINANCIAL SUMMARY:
N/A

RECOMMENDED ACTION:
Staff recommends approval of Ordinance 25-1128

ORDINANCE 25-1128

AN ORDINANCE AMENDING ORDINANCE 24-1097 BY EXTENDING THE ORIGINALLY IMPOSED TEMPORARY ONE (1) YEAR MORATORIUM ON THE ACCEPTANCE, AUTHORIZATION, AND APPROVALS NECESSARY FOR THE SUBDIVISION, SITE PLANNING, DEVELOPMENT, AND CONSTRUCTION WITH MORE THAN THREE (3) DWELLING UNITS PER ACRE ON REAL PROPERTY IN THE CITY LIMITS BY THE GOODLETTSVILLE MUNICIPAL PLANNING COMMISSION AND THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE ZONING ORDINANCE BY AN ADDITIONAL THREE MONTHS (90) DAYS.

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

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

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

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

IT IS FURTHER ORDAINED as follows:

1) The initial one (1) year moratorium on the acceptance, authorization, and approvals of all vested projects with high-density residential be extended three (3) months from the end of the initial one (1) year period of time.

2) Any person previously vesting his or her right to development of high-density residential to the date of adoption of this ordinance shall not be subject to this moratorium.

3) For the purposes of this ordinance, vested property rights are defined and applicable per TCA 13-4-310.

4) The City of Goodlettsville shall grant an exception for high-density residential projects within the regional center zoning district (RC1) and any project with vested preliminary or final plan approvals.

5) The effectiveness of this ordinance may be terminated at any time by Resolution of the City of Goodlettsville Board of Commissioners.

6) This moratorium shall be effective fifteen (15) days from final passage, the public health, safety and welfare demanding, and shall continue in effect initially for one (1) year following the date of adoption, unless further extended, or unless repealed sooner by the adoption of comprehensive regulations expressly repealing this Ordinance.

_____

MAYOR RUSTY TINNIN

Passed: November 13, 2025
Passed:_____

_____

CITY CLERK

APPROVED AS TO LEGALITY AND FORM:

_____

CITY ATTORNEY

AGENDA SUMMARY SHEET

Board of Commissioners
City of Goodlettsville

SUBJECT TITLE: ORDINANCE 25-1129 An ordinance to amend the Zoning Ordinance to permit an additional commercial use in the INT, Interchange Overlay for the I-65 Exit 98 Louisville Hwy 31W Overlay Section. **SECOND READING & PUBLIC HEARING** **PRESENTED BY:** Tim Ellis, City Manager Addam McCormick, Sr. Director of Community Development	**Agenda Item:** ORDINANCE 25-1129 **Dept. of Origin:** Planning **For Agenda of:** December 11, 2025 **Originator:** Addam McCormick **Cost of Item:** N/A

AGENDA ITEM ATTACHMENTS:
Ordinance 25-1129

SUMMARY STATEMENT:
An ordinance to amend the Zoning Ordinance to permit an additional commercial use in the INT, Interchange Overlay for the I-65 Exit 98 Louisville Hwy 31W Overlay Section

FINANCIAL SUMMARY:
N/A

RECOMMENDED ACTION:
Planning Commission and staff recommend approval of Ordinance 25-1129.

ORDINANCE 25-1129

AN ORDINANCE TO AMEND THE ZONING ORDINANCE TO PERMIT AN ADDITIONAL COMMERCIAL USE IN THE INT, INTERCHANGE OVERLAY FOR THE I-65 EXIT 98 LOUISVILLE HWY 31W OVERLAY SECTION

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 regulations to protect the character and maintain the stability of business, commercial areas within the city, and to promote the orderly and beneficial development of such areas; and,

WHEREAS, the City's Zoning Ordinance intent and purpose includes dividing the city into zones and districts restricting and regulating therein the location, construction, reconstruction, alteration, and use of buildings, structures, and for business, commercial, and other specified uses;

WHEREAS, the Goodlettsville Planning Commission at the November 3, 2025 meeting voted to recommend the amendment passage to the Board of Commissioners due the property characteristic at the interchange including smaller property dimensions, limited visibility from the interstate, certain property use limitations, and designated flood zones 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 a revision to Section 14-206 (7) (b) to include an additional permitted commercial use for the I-65 Exit 98 Louisville Hwy 31W INT, Interchange Overlay Section as defined 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 twenty-one (21) 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 25-1129
"EXHIBIT A"

Amendment#1 Section 14-206 (7)(b) Commercial District Regulations

(7) Interchange Overlay District.

This district is intended to provide for uses which are compatible only with highway travel and the accommodation of all-night and rest-stop services.

(a)Application. The use provisions of the interchange overlay district shall be applied to those parcels and lots within the commercial base zoning and PUD districts as indicated as being within the INT on the official zoning map and shall control the use of property within the interchange overlay district.

(b)Use provisions. Within the interchange overlay district, only the following uses shall be permitted:

(i)Fuel and service stations.

(ii)Hotels and motels.

(iii)Restaurants and drive-in restaurants.

(iv)Wireless communications facilities.

Within the Exit 98 Louisville Highway Interchange Overlay Area the above listed uses (i)- (iv) are permitted in addition to the following additional uses:

1. **Convenience Commercial**
2. **Personal Services**
3. **Financial, Consultative and Administrative Services**
4. **General Retail Trade**
5. ***Car Washes***

AGENDA SUMMARY SHEET

Board of Commissioners
City of Goodlettsville

SUBJECT TITLE: ORDINANCE 25-1130 An ordinance to abandon portion of right-of-way known as Mission Ridge Drive, Goodlettsville, Tennessee. **FIRST READING** **PRESENTED BY:** Tim Ellis, City Manager	**Agenda Item:** ORDINANCE 25-1130 **Dept. of Origin:** Administration **For Agenda of:** December 11, 2025 **Originator:** Tim Ellis **Cost of Item:** N/A

AGENDA ITEM ATTACHMENTS:
Ordinance 25-1130

SUMMARY STATEMENT:
An ordinance to abandon portion of right-of-way known as Mission Ridge Drive, Goodlettsville, Tennessee.

FINANCIAL SUMMARY:
N/A

RECOMMENDED ACTION:
Staff recommends approval of Ordinance 25-1130.

ORDINANCE NO. 25-1130

AN ORDINANCE TO ABANDON A PORTION OF RIGHT-OF-WAY KNOWN AS MISSION RIDGE DRIVE, GOODLETTSVILLE, TENNESSEE

WHEREAS, it has been determined that a portion of the right-of-way known as Mission Ridge Drive would better serve the public as a private street; and

WHEREAS, the most efficient method to convert Mission Ridge Drive into a private street is to abandon the public right-of-way in which it is located.

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

SECTION I.
The City Manager of the City of Goodlettsville, Tennessee, is hereby authorized to execute any and all documents necessary to abandon and transfer ownership of the right-of-way, known as Mission Ridge Drive, consisting of approximately one thousand three hundred and fifty (1,350) linear feet from Conference Drive to the terminus of Mission Ridge Drive. Ownership of the abandoned right-of-way shall be transferred to Dollar General Corporation.

SECTION II.
All requirements, obligations, and conditions associated with the abandoned right-of-way shall be memorialized in a separate Agreement between the City of Goodlettsville and Dollar General Corporation, adopted by Resolution and incorporated by reference but separate from this Ordinance.

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

_____
MAYOR RUSTY TINNIN

Passed:_____

Passed:_____

_____
CITY RECORDER

APPROVED AS TO LEGALITY AND FORM:

_____
CITY ATTORNEY

AGENDA SUMMARY SHEET

Board of Commissioners
City of Goodlettsville

SUBJECT TITLE: ORDINANCE 25-1131 An ordinance of the City of Goodlettsville Board of Commissioners amending the City of Goodlettsville Municipal Code Title 9, Chapter 5, Section 4 by adding a new Subsection 1(b)(v). **SECOND READING & PUBLIC HEARING** **PRESENTED BY:** Tim Ellis, City Manager	**Agenda Item:** ORDINANCE 25-1131 **Dept. of Origin:** Administration **For Agenda of:** December 11, 2025 **Originator:** Tim Ellis **Cost of Item:** N/A

AGENDA ITEM ATTACHMENTS:
Ordinance 25-1131

SUMMARY STATEMENT:
An ordinance of the City of Goodlettsville Board of Commissioners amending the City of Goodlettsville Municipal Code Title 9, Chapter 5, Section 4 by adding a new Subsection 1(b)(v).

FINANCIAL SUMMARY:
N/A

RECOMMENDED ACTION:
Staff recommends approval of Ordinance 25-1131.

ORDINANCE 25-1131

AN ORDINANCE OF THE CITY OF GOODLETTSVILLE BOARD OF COMMISSIONERS AMENDING THE CITY OF GOODLETTSVILLE MUNICIPAL CODE TITLE 9, CHAPTER 5, SECTION 4 BY ADDING A NEW SUBSECTION 1(b)(v).

WHEREAS, it has been determined that an amendment to the City of Goodlettsville Municipal Code is needed as it relates to food trucks; and,

WHEREAS, the aforementioned amendment is as follows for consideration.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE, THAT THE CITY OF GOODLETTSVILLE MUNICIPAL CODE TITLE 9, CHAPTER 5, SECTION 4 BY ADDING A NEW SUBSECTION 1(b)(v) AND AMENDING SECTION 9-504 (1)(b) AS FOLLOWS:

9-504 (1) (b)

b) Private property. A food truck with a current mobile food vendor permit may operate on private property as a Temporary Use per Zoning Ordinance Section 14-208 (o) (iii) if allowed under the Zoning Ordinance Section 14-206 (5)(h) of this Code, subject to the following conditions:

9-504 (1) (b)(v)

(v) Time permitted to remain in one location. No food truck shall be allowed to remain set up for operation in the same location for more than twenty-four hours. The only exception to this subsection is in the case of a special event being conducted. Location for this purpose shall be the same parcel of property.

THIS ORDINANCE IS EFFECTIVE FIFTEEN DAYS AFTER FINAL PASSAGE, THE WELFARE OF THE CITIZENS OF GOODLETTSVILLE, TENNESSEE, REQUIRING IT.

_____
Mayor Rusty Tinnin

Passed first reading: _____
(date)

Passed second reading: _____
(date)

_____
City Recorder

Approved as to form and legality

_____
City Attorney

AGENDA SUMMARY SHEET

Board of Commissioners
City of Goodlettsville

SUBJECT TITLE: RESOLUTION 25-1294 A resolution annexing two properties including 45.02 acres property on Long Hollow Pike by the City of Goodlettsville, Tennessee. **PUBLIC HEARING** **PRESENTED BY:** Tim Ellis, City Manager Addam McCormick, Sr. Director of Community Development	**Agenda Item:** Resolution 25-1294 **Dept. of Origin:** Planning **For Agenda of:** December 11, 2025 **Originator:** Addam McCormick **Cost of Item:** N/A

AGENDA ITEM ATTACHMENTS:
Resolution 25-1294

SUMMARY STATEMENT:
A resolution annexing two properties including 45.02 acres on Long Hollow Pike by the City of Goodlettsville, Tennessee.

FINANCIAL SUMMARY: TOTAL REVENUES

Property Taxes (69 units of $800,000 homes)
800,000 x .25 =200,000
200,000 / 100 =2,000
2,000 x .5068 =1,013.6
1013.6 x 69 =69,938.4
$69,938.40.

State Shared Taxes ($179.29 per capita)
69 Units x 2.6 residents per home =
179.4 x 179.29 =32,164.62
$32,164.62 calculated state shared taxes.

Sales Tax (Local Option Sales Tax)
Averages $1,949 per capita
1.125% of local options sales tax = $219.26
179.4 estimated residents x 237.04 = $39,335.69
Total Impact on Local Options Sales Tax = $39,335.69

Total Property / State shared / local sales taxes
69,938.40
32,164.62
39,438.72
TOTAL = $141,541.74

RECOMMENDED ACTION:
Planning Commission did not provide a recommendation.

RESOLUTION NO. 25-1294

A RESOLUTION ANNEXING TWO PROPERTIES INCLUDING 45.02 ACRES PROPERTY ON LONG HOLLOW PIKE BY THE CITY OF GOODLETTSVILLE, TENNESSEE

WHEREAS, The City of Goodlettsville hereby determines that the prosperity of the municipality and territory described herein will be materially hindered and the welfare of the inhabitants and property endangered if the property is not annexed, and;

WHEREAS, Pursuant to the provisions of Section TCA 6-51-104, Tennessee Code Annotated as amended, requires that a resolution be adopted by the governing body of a city prior to annexing any territory; and before the adoption of said annexation resolution, a municipality shall hold a public hearing, and;

WHEREAS, Pursuant to the provision of Section TCA 6-51-104, the property owner has submitted a written request for the annexation of the property, and;

WHEREAS, the property is contiguous with the current city limits and is located in the City of Goodlettsville's Sumner County Urban Growth Boundary adopted per the Comprehensive Growth Plan provision of TCA Section 6-58, and;

WHEREAS, Pursuant to the provisions of Section 6-51-102, Tennessee Code Annotated as amended, requires that a plan of services resolution be adopted by the governing body for the annexed territory, to designate a plan of services and Resolution 25-1295 defines the plan of services for the annexed area, and;

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

Section 1. Pursuant to the provisions of Section 6-51-104, Tennessee Code Annotated there is hereby adopted a resolution for the annexation of the properties referenced as Sumner County Property Tax Map 140, Parcel 124.00 including 25.02 acres and Sumner County Property Tax Map 140, Parcel 124.01 including 20.00 acres as shown on "Exhibit A" for an area within the City of Goodlettsville defined Sumner County Urban Growth Boundary.

Section 2. That this resolution shall take effect from and after its adoption.

Notice of Public Hearing was published in "The Nashville Ledger" on October 17, and November 21, 2025.

A Public Hearing was held in Massie Chambers at the Goodlettsville City Hall at 6:30 PM **on** November 13th and December 11, 2025.

Attest:

_____
City Recorder

Approved:

_____
Mayor Rusty Tinnin

Approved as to form:

_____
City Attorney

Resolution Passed First Reading:_____
Resolution Passed Second Reading:_____

RESOLUTION 25-1294

"EXHIBIT A"

Property Map per Sumner County Tennessee Property Assessment Website: tn.sumner.geopowered.com- September 30, 2025

Property#1 Sumner County Tax Map 140, Parcel 124.00

Beginning at a south-east property corner of Sumner County Tax Map 140, Parcel 124.00 and a north-east property corner of Sumner County Tax Map, Parcel 140 N, Group A, Parcel 44.00 at a point on the northern margin of the Long Hollow Pike/SR 174 right-of-way; then extending in a north-eastern direction 1,230 feet, more or less, along the northern margin of the Long Hollow Pike right-of-way along an eastern boundary of Sumner County Tax Map 140, Parcel 124.00 to a point at the north-east property corner of Sumner County Tax Map 140, Parcel 124.00 and a south-east property corner of Sumner County Tax Map 140, Parcel 114.04; then extending in a north-western direction 890 feet, more or less, along a southern property boundary of Sumner County Tax Map 140, Parcel 114.04 to a point at a south-west property corner of Sumner County Tax Map 140, Parcel 114.04 and a south-east property corner of Sumner County Tax Map 140, Parcel 124.01; then extending in a western direction 440 feet, more or less, along a southern property boundary of Sumner County Tax Map 140, Parcel 124.01 to a north-west property corner of Sumner County Tax Map 140, Parcel 124.00 and north-east property corner of Sumner County Tax Map 140N, Group B, Parcel 018.00; then extending in a southern direction 886 feet along the eastern property boundary of Sumner County Tax Map 140N, Group B, Parcel 018.00 and Sumner County Tax Map 140N, Group B, Parcel 042.00 to a south-west property corner of Sumner County Tax Map 140, Parcel 124.00 and south-east property corner of Sumner County Tax Map 140N, Group B, Parcel 042.00; then extending 810 feet, more or less in a south-eastern direction along the northern property boundary of Sumner County Tax Map 140N, Group A, Parcel 044.00 to the beginning south-east property corner of Sumner County Tax Map 140, Parcel 124.00 and a north-east property corner of Sumner County Tax Map, Parcel 140 N, Group A, Parcel 44.00.

The 25.02-acre property described above includes the property referenced as Sumner County Tax Map 140, Parcel 124.00. Property description prepared by the City of Goodlettsville Planning and Development staff using on-line measurement tools per the Sumner County Tennessee Property Assessment Website: tn.sumner.geopowered.com- September 30, 2025.

Property#2 Sumner County Tax Map 140, Parcel 124.01

Beginning at a south-east property corner of Sumner County Tax Map 140, Parcel 124.01 and a point of a south-west property corner of Sumner County Tax Map 140, Parcel 114.04 then extending in a north-eastern direction 965 feet, more or less, along a western boundary of Sumner County Tax Map 140, Parcel 114.04, Sumner County Tax Map 140, Parcel 114.02, and a portion of Sumner County Tax Map 140, Parcel 114.05 to a north-east property of Sumner County Tax Map 140, Parcel 124.01 and a south-east property corner of Sumner County Tax Map 140, Parcel 44.00; then extending in a south-western direction 269 feet, more or less, along a southern property boundary of Sumner County Tax Map 140, Parcel 44.00 to a north-east property corner of Sumner County Tax Map 140, Parcel 124.01 and a south-east property corner of Sumner County Tax Map 140, Parcel 44.00; then extending in a south-western direction 97 feet, more or less, along a southern property boundary of Sumner County Tax Map 140, Parcel 44.00 to a north-east property corner of Sumner County Tax Map Parcel 124.01 and a south-east property corner of Sumner County Tax Map 140, Parcel 44.00 00; then extending in a western direction 735 feet, more or less, along a southern property boundary of Sumner County Tax Map 140, Parcel 44.00 00 to a north-west property corner of Sumner County Tax Map 140, Parcel 124.01 and a south-west property corner of Sumner County Tax Map 140, Parcel 44.00 00; then extending in a southern direction 795 feet, more or less, along a portion of the eastern property boundary of Sumner County Tax Map 140, Parcel 110.00, and along the eastern property boundary of Sumner County Tax Map 140, Parcel 109.01 and Sumner County Tax Map 140, Parcel 109.03 to the point of a south-west property Sumner County Tax Map 140, Parcel 124.01, and north-east property corner of Sumner County Tax Map 140N Group B, Parcel 15.00 and a north-west property corner of Sumner County Tax Map 140N, Group B, Parcel 40.00; then extending in a south-eastern direction 515 feet, more or less, along a north property boundary of Sumner County Tax Map 140 N, Group B, Parcel 40.00, Sumner County Tax Map 140 N, Group B, Parcel 16.00, Sumner County Tax Map 140 N, Group B, Parcel 17.00, N. Maple Ridge Lane Public Right of Way, and Sumner County Tax Map 140 N, Group B, Parcel 18.00 to the point of a north-east property corner of Sumner County Tax Map 140 N, Group B, Parcel 18.00 and north-west property corner of Sumner County Tax Map 140, Parcel 124.00; then extending in an eastern direction 443 feet, more or less, along the northern property boundary of Sumner County Tax Map 140, Parcel 124.00 to the beginning south-east property corner of Sumner County Tax Map 140, Parcel 124.01 and a south-west property corner of Sumner County Tax Map 140, Parcel 114.04.

The 20.00-acre property described above includes the property referenced as Sumner County Tax Map 140, Parcel 124.01. Property Description prepared by the City of Goodlettsville Planning and Development Staff using on-line measurement tools per the Sumner County Tennessee Property Assessment Website: tn.sumner.geopowered.com- September 30, 2025.

AGENDA SUMMARY SHEET

Board of Commissioners
City of Goodlettsville

SUBJECT TITLE: RESOLUTION 25-1295 A resolution adopting a plan of service for annexation of 45.02 acres on Long Hollow Pike as described in Resolution 25-1294 by the City of Goodlettsville, Tennessee. **PUBLIC HEARING** **PRESENTED BY:** Tim Ellis, City Manager Addam McCormick, Sr. Director of Community Development	**Agenda Item:** Resolution 25-1295 **Dept. of Origin:** Planning **For Agenda of:** December 11, 2025 **Originator:** Addam McCormick **Cost of Item:** N/A

AGENDA ITEM ATTACHMENTS:
Resolution 25-1295

SUMMARY STATEMENT:
A resolution adopting a plan of service for annexation of 45.02 acres on Long Hollow Pike as described in Resolution 25-1294 by the City of Goodlettsville, Tennessee.

FINANCIAL SUMMARY: TOTAL REVENUES

Property Taxes (69 units of $800,000 homes)
800,000 x .25 =200,000
200,000 / 100 =2,000
2,000 x .5068 =1,013.6
1013.6 x 69 =69,938.4
$69,938.40.

State Shared Taxes ($179.29 per capita)
69 Units x 2.6 residents per home =
179.4 x 179.29 =32,164.62
$32,164.62 calculated state shared taxes.

Sales Tax (Local Option Sales Tax)
Averages $1,949 per capita
1.125% of local options sales tax = $219.26
179.4 estimated residents x 237.04 = $39,335.69
Total Impact on Local Options Sales Tax = $39,335.69

Total Property / State shared / local sales taxes
69,938.40
32,164.62
39,438.72
TOTAL = $141,541.74

RECOMMENDED ACTION:
Planning Commission did not provide a recommendation.

RESOLUTION NO. 25-1295

A RESOLUTION ADOPTING A PLAN OF SERVICE FOR ANNEXATION OF 45.02 ACRES ON LONG HOLLOW PIKE AS DESCRIBED IN RESOLUTION 25-1294 BY THE CITY OF GOODLETTSVILLE, TENNESSEE

WHEREAS, TCA 6-51-102, as amended, requires that a plan of service be adopted by the governing body of a city prior to passage of an ordinance annexing any territory; and before the adoption of said plan of services, a municipality shall hold a public hearing and

WHEREAS, the Goodlettsville Municipal Planning Commission reviewed at the October 6, 2025 meeting and made no recommendation decision to the City Commission.

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

Section 1. Pursuant to the provisions of Section 6-51-102, Tennessee Code Annotated there is hereby adopted for the area described in RESOLUTION# 25-1294, which includes 45.02 acres referenced as Sumner County Tax Map 140, Parcels 124.00 and 124.01 the following plan of service:

Police protection, fire protection, inspection and planning and zoning services, recreation facilities and programs shall commence upon the effective date of annexation.

For new dedicated and developed public rights of ways including public streets, sidewalks, curbs, and storm water infrastructure installed in the annexed area, the City shall per the provisions of the City's Subdivision Regulations be responsible for maintenance one-year after final acceptance by the City Commission of the public right of way improvements constructed to city standards and dedicated to the City of Goodlettsville. The developer of the property may be responsible for Long Hollow Road improvements per the Planning Commission and Tennessee Department of Transportation review and approvals.

Street lighting services on the annexed section of Long Hollow Pike shall commence within one year of the effective date of annexation.

Miscellaneous: Any other governmental services provided by the City of Goodlettsville, not specified, will be provided after the effective date of annexation.

The following services shall be provided by the Developer:

Extension and/or installation of water lines, fire hydrants, sewer lines, gas lines, street name signs, stop signs and/or streetlights for new streets including curbs and sidewalks and storm water infrastructure installed in the annexed area shall be the responsibility of the developer. Streets constructed by developers shall have streetlights installed by the developer prior to acceptance as a public street. The developer of the property may be responsible for Long Hollow Pike improvements per the Planning Commission and Tennessee Department of Transportation review and approvals.

Section 2. That this resolution shall take effect from and after its adoption.

Notice of Public Hearing was published in "The Nashville Ledger" on October 17, and November 21, 2025.

A Public Hearing was held in Massie Chambers at the Goodlettsville City Hall at 6:30 PM on **November 13th and December 11, 2025.**

Attest:

_____
City Recorder

Approved:

_____
Mayor Rusty Tinnin

Approved as to form:

_____
City Attorney

Resolution Passed First Reading:_____
Resolution Passed Second Reading:_____

AGENDA SUMMARY SHEET

Board of Commissioners
City of Goodlettsville

SUBJECT TITLE: RESOLUTION 25-1296 A resolution annexing 1,770 feet of Long Hollow Pike/SR 174 right of way and roadway by the City of Goodlettsville, Tennessee. **PUBLIC HEARING** **PRESENTED BY:** Tim Ellis, City Manager Addam McCormick, Sr. Director of Community Development	**Agenda Item:** Resolution 25-1296 **Dept. of Origin:** Planning **For Agenda of:** December 11, 2025 **Originator:** Addam McCormick **Cost of Item:** N/A

AGENDA ITEM ATTACHMENTS:
Resolution 25-1296

SUMMARY STATEMENT:
A resolution annexing 1,770 feet of Long Hollow Pike/SR 174 right of way and roadway by the City of Goodlettsville, Tennessee.

FINANCIAL SUMMARY: TOTAL REVENUES

Property Taxes (69 units of $800,000 homes)
800,000 x .25 =200,000
200,000 / 100 =2,000
2,000 x .5068 =1,013.6
1013.6 x 69 =69,938.4
$69,938.40. Estimated Annual Property Taxes

State Shared Taxes ($179.29 per capita)
69 Units x 2.6 residents per home =
179.4 x 179.29 =32,164.62
$32,164.62 Estimated State Shared Taxes.

Sales Tax (Local Option Sales Tax)
Averages $1,949 per capita
1.125% of local options sales tax = $219.26
179.4 estimated residents x 237.04 = $39,335.69
$39,335.69. Estimated Local Options Sales Tax

Total Property / State shared / local sales taxes
69,938.40
32,164.62
39,438.72
TOTAL = $141,541.74

RECOMMENDED ACTION:
Planning Commission did not provide a recommendation.

RESOLUTION NO. 25-1296

A RESOLUTION ANNEXING 1,770 FEET OF LONG HOLLOW PIKE/SR 174 RIGHT OF WAY AND ROADWAY BY THE CITY OF GOODLETTSVILLE, TENNESSEE

WHEREAS, The City of Goodlettsville hereby determines that the prosperity of the municipality and territory described herein will be materially hindered and the welfare of the inhabitants and property endangered if the property is not annexed, and;

WHEREAS, Pursuant to the provisions of Section TCA 6-51-104, Tennessee Code Annotated as amended, requires that a resolution be adopted by the governing body of a city prior to annexing any territory; and before the adoption of said annexation resolution, a municipality shall hold a public hearing, and;

WHEREAS, the right of way section is contiguous with the current city limits and is located in the City of Goodlettsville's Sumner County Urban Growth Boundary adopted per the Comprehensive Growth Plan provision of TCA Section 6-58, and;

WHEREAS, the street annexation section includes the public roadway frontage of the 45.02 acre annexation per Resolution No. 24-1294, and;

WHEREAS, Pursuant to the provisions of Section 6-51-102, Tennessee Code Annotated as amended, requires that a plan of services resolution be adopted by the governing body for the annexed territory, to designate a plan of services and Resolution 25-1295 defines the plan of services for the annexed area, and;

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

Section 1. Pursuant to the provisions of Section 6-51-104, Tennessee Code Annotated there is hereby adopted a resolution for the annexation of a section of Long Hollow Pike/SR 174 including 1,770 feet of road right of way and roadway as shown on "Exhibit A" for an area within the City of Goodlettsville defined Sumner County Urban Growth Boundary.

Section 2. That this resolution shall take effect from and after its adoption.

Notice of Public Hearing was published in "The Nashville Ledger" on October 17th and November 21, 2025.

A Public Hearing was held in Massie Chambers at the Goodlettsville City Hall at 6:30 PM on November 13th and December 11, 2025.

Attest:

_____
City Recorder

Approved:

_____
Mayor

Approved as to form:

_____
City Attorney

Resolution Passed First Reading:_____

Resolution Passed Second Reading:_____

RESOLUTION 25 -1296

“EXHIBIT A”

AGENDA SUMMARY SHEET

Board of Commissioners
City of Goodlettsville

SUBJECT TITLE: ORDINANCE 25-1127 An ordinance to amend the official zoning map of Goodlettsville adopted per Ordinance 15-851 by changing the zoning of properties on Long Hollow Pike from Sumner County RR, Rural Residential to LDRPUD, Low Density Residential Planned Unit Development and preliminary master plan. **SECOND READING & PUBLIC HEARING** **PRESENTED BY:** Tim Ellis, City Manager Addam McCormick, Sr. Director of Community Development	**Agenda Item:** ORDINANCE 25-1127 **Dept. of Origin:** Planning **For Agenda of:** December 11, 2025 **Originator:** Addam McCormick **Cost of Item:** N/A

AGENDA ITEM ATTACHMENTS:
Ordinance 25-1127

SUMMARY STATEMENT:
An ordinance to amend the official zoning map of Goodlettsville adopted per Ordinance 15-851 by changing the zoning of properties on Long Hollow Pike from Sumner County RR, Rural Residential to LDRPUD, Low Density Residential Planned Unit Development and preliminary master plan.

FINANCIAL SUMMARY:
N/A

RECOMMENDED ACTION:
Planning Commission did not provide a recommendation.

ORDINANCE NO. 25-1127

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF GOODLETTSVILLE ADOPTED PER ORDINANCE 15-851 BY CHANGING THE ZONING OF PROPERTIES ON LONG HOLLOW PIKE FROM SUMNER COUNTY RR, RURAL RESIDENTIAL TO LDRPUD, LOW DENSITY RESIDENTIAL PLANNED UNIT DEVELOPMENT 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 residential buildings, structures; and,

WHEREAS, the City's Zoning Ordinance Planned Unit Development section is designed to promote efficient use of land that will facilitate a more economic arrangement of buildings; circulation systems, land use, and utilities; to preserve as much as possible existing landscape features and utilize them in a harmonious fashion; to encourage the total planning of tracts of land; and to provide a mechanism for the ownership of land, utilities, streets, and facilities in common as well as the maintenance and disposition thereof; and,

WHEREAS, The City's Zoning Ordinance Residential Planned Unit Development section is to permit the development of land, which by reason of topography or floodable land contains some areas unsuitable for development and to permit the clustering of lots in order to leave the unsuitable land as permanent open space. The preservation of land in open space for amenity value, recreation, wildlife habitat or forest protection is also a suitable purpose for PUD zoning; and,

WHEARAS, the City's Comprehensive Land Use defines the area of the property as Low Density Residential Development; with the different residential classification designations selected on the basis of their qualities as places to live, availability of utilities, physiographic characteristics of the land, existing development trends, transportation influences, and plans of adjoining governmental jurisdictions and residential development areas are those where new development or redevelopment can be permitted at varying densities and development areas should be permitted to develop at a density appropriate for the area. Where sewer is available, low medium density subdivisions may occur with planned unit developments being encouraged; and,

WHEREAS, the Goodlettsville Planning Commission has reviewed and discussed this proposed amendment on October 6, 2025 and did not approve a recommendation to rezone the 45.02 acre properties and preliminary master plan for six-nine (69) one family detached dwelling unit lots; and,

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 properties classification to LDRPUD, LOW DENSITY RESIDENTIAL PLANNED UNIT DEVELOPMENT AND PRELIMINARY MASTER PLAN APPROVAL

FOR SIXTY-NINE (69) ONE FAMILY DETACHED DWELLING UNIT LOTS for the referenced portion properties attached as "EXHIBIT A" and described as follows:

THE 45.02 ACRE PROPERTIES AT 4408 LONG HOLLOW PIKE/SR 174 REFERENCED AS TAX MAP 140 PARCELS 124.00 AND 124.01 AS SHOWN IN THE RECORDS OF THE ASSESSOR OF PROPERTY OF SUMNER 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 twenty-one (21) 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 twenty-one (21) 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 25-1127
"EXHIBIT A"

SUBJECT PROPERTIES
Sumner County Tax Map 140 Parcels 120.00 and 124.00 at 4408 Long Hollow Pike/SR 174

PRELIMINARY MASTER PLAN
AND ZONING/ANNEXATION REQUEST
FOR
IRONWOOD

RESIDENTIAL DEVELOPMENT
4408 LONG HOLLOW PIKE
GOODLETTSVILLE, SUMNER COUNTY, TENNESSEE

SITE DATA	
JURISDICTION:	CITY OF GOODLETTSVILLE
ZONING CLASSIFICATION:	LDRPUD - LOW DENSITY RESIDENTIAL PLANNED UNIT DEVELOPMENT (PROPOSED)
OVERALL DENSITY:	LDRPUD - 0.0 TO 1.7 UNITS PER ACRE PROPOSED - 69 LOTS (1.53 UNITS PER ACRE)
PROPOSED USE:	SINGLE FAMILY RESIDENTIAL
PROJECT AREA:	45.02± ACRES
OPEN SPACE:	MINIMUM - 10%; PROVIDED - 25±% (11.4± ACRES)
MIN. BUILDING SETBACKS:	
FRONT:	30'
SIDE:	10'
REAR:	20' (LOTS 14-27 and 37-44 HAVE A 45' REAR BUILDING SETBACK)
MIN. LOT WIDTH AT BUILDING SETBACK	VARIES - ___' MINIMUM
PARKING REQUIREMENTS:	
SINGLE AND TWO-FAMILY:	4 SPACES PER UNIT WITH 3 OR MORE BEDROOMS
VISITOR PARKING:	REQUIRED: 1 PARKING SPACE PER 5 RESIDENTIAL UNITS REQUIRED - 69/5 =14 SPACES; PROVIDED 17 SPACES

RESIDENTIAL DESIGN REQUIREMENTS:

THE INTENT OF THIS SUBSECTION IS TO GUIDE THE DEVELOPMENT OF RESIDENTIAL NEIGHBORHOODS THAT ARE COMPATIBLE THROUGHOUT THE DEVELOPMENT AND THAT COMPLEMENT EXISTING DEVELOPMENT AND THE NATURAL ENVIRONMENT. ARCHITECTURAL ELEVATIONS ARE REQUIRED WITH EACH DEVELOPMENT WITH AN ARCHITECTURAL THEME FOR ALL BUILDINGS INCLUDING A VARIETY IN BUILDING ROOF PITCHES AND BUILDING WALL AND ROOF DESIGNS AND MATERIALS, BUILDING COLORS, BUILDING ACCENT DESIGNS AND DESIGNS PREVENTING BLANK WALLS FRONTING STREETS. PLANS SHALL INCLUDE THE GARAGES OR COVERED PARKING FRONTAGE LOCATIONS AND ORIENTATION WITH OFF-STREET PARKING. PLANS SHALL INCLUDE BUILDING DESIGNS CONNECTED TO THE PROJECT STREETSCAPE DESIGN. GARAGE OR COVERED PARKING DESIGN FOR RESIDENTIAL PLANNED UNIT DEVELOPMENTS SHALL INCLUDE A DESIGN OR VARIETY OF DESIGNS THAT PREVENT MORE THAN 33 PERCENT OF THE TOTAL UNIT NUMBER OF FRONT'LOADED GARAGES DOORS OR OPEN PARKING OPENINGS THAT ARE LEVEL WITH OR IN FRONT OF THE FRONT LINE OF THE RESIDENTIAL STRUCTURE. FRONT LOADED GARAGES OR COVERED OPEN PARKING INCLUDE GARAGES AND COVERED PARKING WITH THE GARAGE DOOR OR COVERED PARKING OPENING EXCEEDING 25 PERCENT OF THE FRONT BUILDING ELEVATION TOTAL WIDTH DIMENSION. EXCEPT FOR PARKING STRUCTURES FOR DEVELOPMENT SHARED PARKING, ATTACHED PARKING IN GARAGES ARE IN ADDITION TO THE REQUIRED PARKING SPACE REQUIREMENT FOR EACH RESIDENTIAL UNIT. THE PROJECT MASTER PLANS TO INCLUDE THE FOLLOWING GARAGE OR COVERED PARKING DESIGNS, OR OTHER ALTERNATIVE DESIGNS MAY BE REVIEWED WITH THE MASTER PLAN PROCESS.

(A) SIDE LOADED GARAGES OR COVERED PARKING
(B) ALLEY LOADED OR SECONDARY ROADWAY LOADED GARAGES OR COVERED PARKING WITH SIDEWALK CONNECTING EACH UNIT TO BE LOCATED AT THE FRONT OF THE RESIDENTIAL STRUCTURE FRONTING THE PRIMARY STREET.
(C) RECESSED FRONT LOADED GARAGES OR COVERED PARKING FOR 10 FEET OR MORE BEHIND THE FRONT LINE OF THE HOUSE.
(D) COURTYARD SIDE LOADED GARAGES AT THE FRONT OF THE STRUCTURE.
(E) FRONT LOADED GARAGES WITH GARAGE DOOR(S) LESS THAN 25 PERCENT OF THE FRONT BUILDING ELEVATION WIDTH DIMENSION.

ALL BUILDING WITHIN A RESIDENTIAL PLANNED UNIT DEVELOPMENT SHALL MEET THE PROVISIONS OF THE CITY'S DESIGN GUIDELINES AND THE FOLLOWING. ALL FACADES AND EXTERIOR BUILDING WALLS SHALL INCLUDE A MINIMUM 50 PERCENT MASONRY BRICK AND/OR STONE. THE REMAINING 50 PERCENT ON ONE AND TWO FAMILY ATTACHED AND ATTACHED DWELLINGS MAY BE SPLIT FACE BLOCK, CEMENT FIBER BOARD, WOOD SIDING, EIFS, AND GLASS. A LIMITED PERCENTAGE OF METAL AND VINYL SIDING MAY BE PERMITTED FOR ACCENTS AND DECORATIVE FEATURES. ALL EXPOSED PORTIONS OF BUILDING FOUNDATIONS SHALL BE MASONRY BRICK OR STONE.
THE CITY REQUIRES TWO CAR GARAGES TO INCLUDE 22' X 22' INTERIOR DIMENSIONS.

ISSUED FOR: ☐ CHECKSET ▒ AGENCY REVIEW ☐ BID PURPOSES ☐ CONSTRUCTION

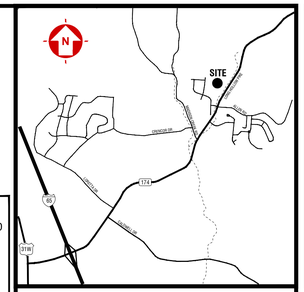
0 75 150 300 450

SCALE 1" = 150'

Know what's below. Call before you dig.

FLOOD NOTE:

BY GRAPHIC PLOTTING ONLY, PROJECT PARCEL IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AND IS SHOWN IN THE AREA ZONE 'X' ON FEMA FIRM MAP NUMBER 47165C0381H ON THE FLOOD INSURANCE RATE MAPS FOR CITY OF GOODLETTSVILLE, TN, WITH AN EFFECTIVE DATE OF 2/26/20217.



INDEX OF DRAWINGS

MSP0.0	COVER SHEET
MSP1.0	SITE PLAN
MSP2.0	COLOR SITE PLAN
MSP3.0	GRADING CONCEPT
MSP4.0	TYPICAL LOT CONFIGUATION
MSP5.0	TYPICAL ELEVATION PHOTOGRAPHS
--------	TYPICAL FLOOR PLANS

TAX MAP:140
PARCELS: 124 & 124.01
PROPOSED ZONING: RPUD

PLANS PREPARED FOR:
PHILLIPS BUILDERS
2819 BRANSFORD AVE.
NASHVILLE, TN 37204
615-922-3313

PLANS PREPARED BY:
4209 GALLATIN PIKE
NASHVILLE, TN 37216
TELE:(615) 227-5863
www.dmgnashville.com
DEVELOPMENT MANAGEMENT GROUP, LLC

IRONWOOD
RESIDENTIAL DEVELOPMENT
4408 LONG HOLLOW PIKE
SUMNER COUNTY, TENNESSEE

DAVID S. ABBEY
REGISTERED
ARCHITECT
STATE OF TENNESSEE

REVISIONS

NO.	DESCRIPTION	DATE

DATE:	09/02/25
DMG Project No:	25184

COVER SHEET

MSP0.0

Z:\PROJECT DATABASE\2025\25184 - Phillips Builders - Residential Development - 4408 Long Hollow Pike - Goodlettsville TN\Plans\Appvl Site Plan\25184 Residential Long Hollow Pike Sumner Co_08252025.dwg-24x36 Cover Sep 24, 2025 - 9:25am GaryEmerson

Know what's below. Call before you dig.

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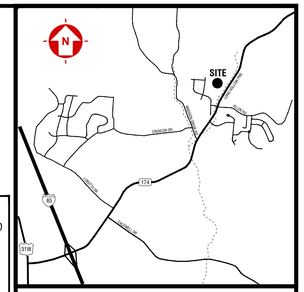

SITE DATA

JURISDICTION:	**CITY OF GOODLETTSVILLE**
ZONING CLASSIFICATION:	**LDRPUD - LOW DENSITY RESIDENTIAL PLANNED UNIT DEVELOPMENT (PROPOSED)**
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PROPOSED USE:	**SINGLE FAMILY RESIDENTIAL**
PROJECT AREA:	**45.02± ACRES**
OPEN SPACE:	**MINIMUM - 10%; PROVIDED - 25±% (11.4± ACRES)**
MIN. BUILDING SETBACKS:	
FRONT:	**30'**
SIDE:	**10'**
REAR:	**20' (LOTS 14-27 and 37-44 HAVE A 45' REAR BUILDING SETBACK)**
MIN. LOT WIDTH AT BUILDING SETBACK	**VARIES - 70' MINIMUM**
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VISITOR PARKING:	**REQUIRED: 1 PARKING SPACE PER 5 RESIDENTIAL UNITS REQUIRED - 69/5 =14 SPACES; PROVIDED 17 SPACES**

RESIDENTIAL DESIGN REQUIREMENTS:

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4408 LONG HOLLOW PIKE
SUMNER COUNTY, TENNESSEE

REVISIONS

NO.	DESCRIPTION	DATE

DATE:	09/02/25
DMG Project No:	25184

SITE PLAN

MSP1.0

ISSUED FOR: ☐ CHECKSET ■ AGENCY REVIEW ☐ BID PURPOSES ☐ CONSTRUCTION

0 50 100 200 300

SCALE 1" = 100'

Z:\PROJECT DATA\DESIGN\2025\25184 - Phillips Builders - Residential Development - 4408 Long Hollow Pike - Goodlettsville TN\Plans\Appd Site Plan\25184 Residential Long Hollow Pike Summer Co_09252025.dwg - 24x36 Site Sep 24, 2025 - 9:23am CoryEmerson

811 Know what's below. Call before you dig.

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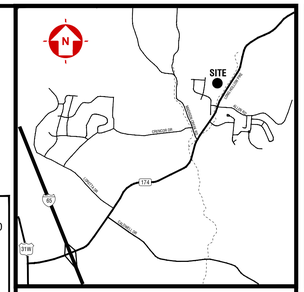

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VISITOR PARKING:	REQUIRED: 1 PARKING SPACE PER 5 RESIDENTIAL UNITS REQUIRED - 69/5 =14 SPACES; PROVIDED 17 SPACES

RESIDENTIAL DESIGN REQUIREMENTS:

THE INTENT OF THIS SUBSECTION IS TO GUIDE THE DEVELOPMENT OF RESIDENTIAL NEIGHBORHOODS THAT ARE COMPATIBLE THROUGHOUT THE DEVELOPMENT AND THAT COMPLEMENT EXISTING DEVELOPMENT AND THE NATURAL ENVIRONMENT. ARCHITECTURAL ELEVATIONS ARE REQUIRED WITH EACH DEVELOPMENT WITH AN ARCHITECTURAL THEME FOR ALL BUILDINGS INCLUDING A VARIETY IN BUILDING ROOF PITCHES AND BUILDING WALL AND ROOF DESIGNS AND MATERIALS, BUILDING COLORS, BUILDING ACCENT DESIGNS AND DESIGNS PREVENTING BLANK WALLS FRONTING STREETS. PLANS SHALL INCLUDE THE GARAGES OR COVERED PARKING FRONTAGE LOCATIONS AND ORIENTATION WITH OFF-STREET PARKING. PLANS SHALL INCLUDE BUILDING DESIGNS CONNECTED TO THE PROJECT STREETSCAPE DESIGN. GARAGE OR COVERED PARKING DESIGN FOR RESIDENTIAL PLANNED UNIT DEVELOPMENTS SHALL INCLUDE A DESIGN OR VARIETY OF DESIGNS THAT PREVENT MORE THAN 33 PERCENT OF THE TOTAL UNIT NUMBER OF FRONT-LOADED GARAGES DOORS OR OPEN PARKING OPENINGS THAT ARE LEVEL WITH OR IN FRONT OF THE FRONT LINE OF THE RESIDENTIAL STRUCTURE. FRONT LOADED GARAGES OR COVERED OPEN PARKING INCLUDE GARAGES AND COVERED PARKING WITH THE GARAGE DOOR OR COVERED PARKING OPENING EXCEEDING 25 PERCENT OF THE FRONT BUILDING ELEVATION TOTAL WIDTH DIMENSION. EXCEPT FOR PARKING STRUCTURES FOR DEVELOPMENT SHARED PARKING, ATTACHED PARKING IN GARAGES ARE IN ADDITION TO THE REQUIRED PARKING SPACE REQUIREMENT FOR EACH RESIDENTIAL UNIT. THE PROJECT MASTER PLANS TO INCLUDE THE FOLLOWING GARAGE OR COVERED PARKING DESIGNS, OR OTHER ALTERNATIVE DESIGNS MAY BE REVIEWED WITH THE MASTER PLAN PROCESS.

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THE CITY REQUIRES TWO CAR GARAGES TO INCLUDE 22' X 22' INTERIOR DIMENSIONS.

TAX MAP:140
PARCELS: 124 & 124.01
PROPOSED ZONING: RPUD

ISSUED FOR: ☐ CHECKSET ☒ AGENCY REVIEW ☐ BID PURPOSES ☐ CONSTRUCTION

0 50 100 200 300

SCALE 1" = 100'

PLANS PREPARED FOR:
PHILLIPS BUILDERS
2819 BRANSFORD AVE.
NASHVILLE, TN 37204
615-922-3313

PLANS PREPARED BY:
DMG DEVELOPMENT MANAGEMENT GROUP, LLC
4209 GALLATIN PIKE
NASHVILLE, TN 37216
TELE:(615) 227-5863
www.dmgnashville.com

IRONWOOD
RESIDENTIAL DEVELOPMENT
4408 LONG HOLLOW PIKE
SUMNER COUNTY, TENNESSEE

DAVID S. ASH
REGISTERED ENGINEER
AGRICULTURE
COMMISSION
STATE OF TENNESSEE
2025

REVISIONS

NO.	DATE	DESCRIPTION

DATE:	09/02/25
DMG Project No:	25184

COLOR SITE PLAN

MSP2.0

Z:\PROJECT DATABASE\2025\25184 - Phillips Builders - Residential Development - 4408 Long Hollow Pike -Goodlettsville TN\Plans\Mpd Site Plan\25184 Residential Long Hollow Pike Sumner Co_09252025.dwg - 24x36 Color Sep 24, 2025 - 9:18am GoryEmerson

ISSUED FOR: ☐ CHECKSET ■ AGENCY REVIEW ☐ BID PURPOSES ☐ CONSTRUCTION

0 50 100 200 300

SCALE 1" = 100'

811 Know what's below. Call before you dig.

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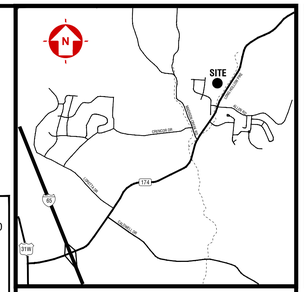

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CONTOUR LINES SHOWN HEREON WERE DOWNLOADED FROM LIDAR ON THE STATE OF TENNESSEE GIS DATABASE

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SUMNER COUNTY, TENNESSEE

REVISIONS

NO.	DESCRIPTION	DATE

DATE:	09/02/25
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GRADING CONCEPT

MSP3.0

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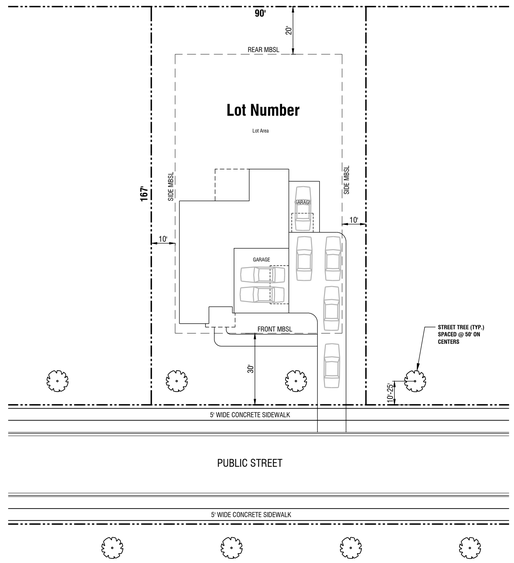
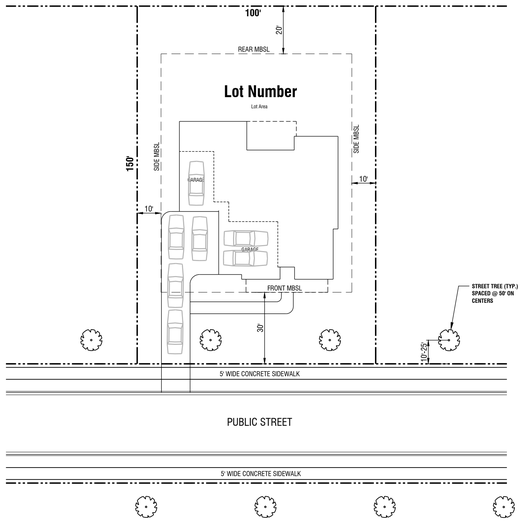


90' WIDE LOT



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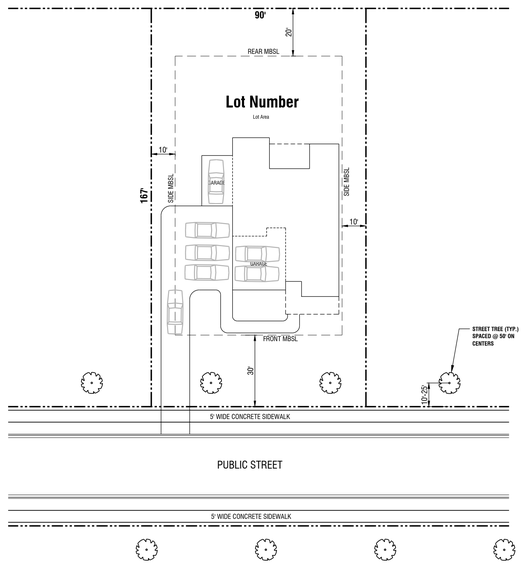

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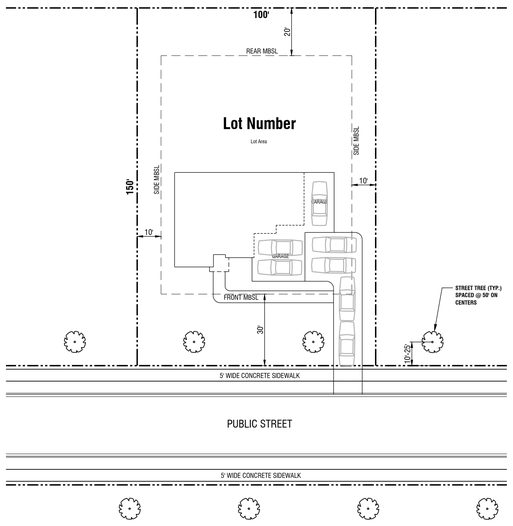

100' WIDE LOT

TYPICAL LOT CRITERIA

Know what's below. Call before you dig.

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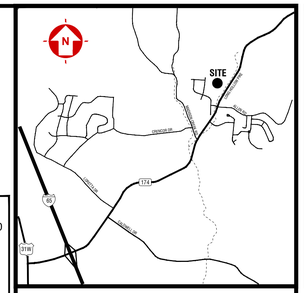

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DAVID S. ABBEY
REGISTERED ENGINEER
AGRICULTURE
CIVIL
COMMERCE
STATE OF TENNESSEE
15

REVISIONS

NO.	DESCRIPTION	DATE

DATE:	09/02/25
DMG Project No:	25184

TYPICAL LOT CONFIGURATION

MSP4.0

ISSUED FOR: ☐ CHECKSET ☒ AGENCY REVIEW ☐ BID PURPOSES ☐ CONSTRUCTION

Z:\PROJECT DATABASE\2025\25184 - Phillips Builders - Residential Development - 4408 Long Hollow Pike -Goodlettsville TN\Plans\Mypd Site Plan\25184 Residential Long Hollow Pike Sumner Co, 082525.dwg-24x36 Lot Conf Sep 24, 2025 - 9:21am GaryEmerson

TYPICAL ELEVATION PHOTOGRAPHS

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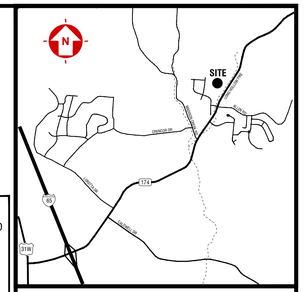

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REVISIONS		
NO.	DATE	DESCRIPTION

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TYPICAL ELEVATION PHOTOGRAPHS

MSP5.0

ISSUED FOR: ☐ CHECKSET ☒ AGENCY REVIEW ☐ BID PURPOSES ☐ CONSTRUCTION

Z:\PROJECT DATA\845\2025\25184 - Phillips Builders - Residential Development - 4408 Long Hollow Pike -Goodlettsville TN\Plans\Mpud Site Plan\25184 Residential Long Hollow Pike Sumner Co_09252025.dwg-24x36 PICTURES Sep 02, 2025 - 3:11pm CoryEmerson

"The Crosby - B" w/ Carriage garage

REVISED: 09-06-23

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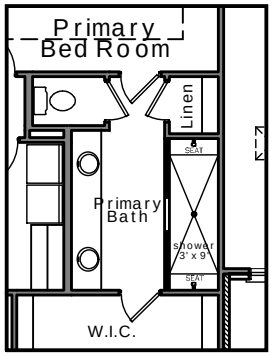
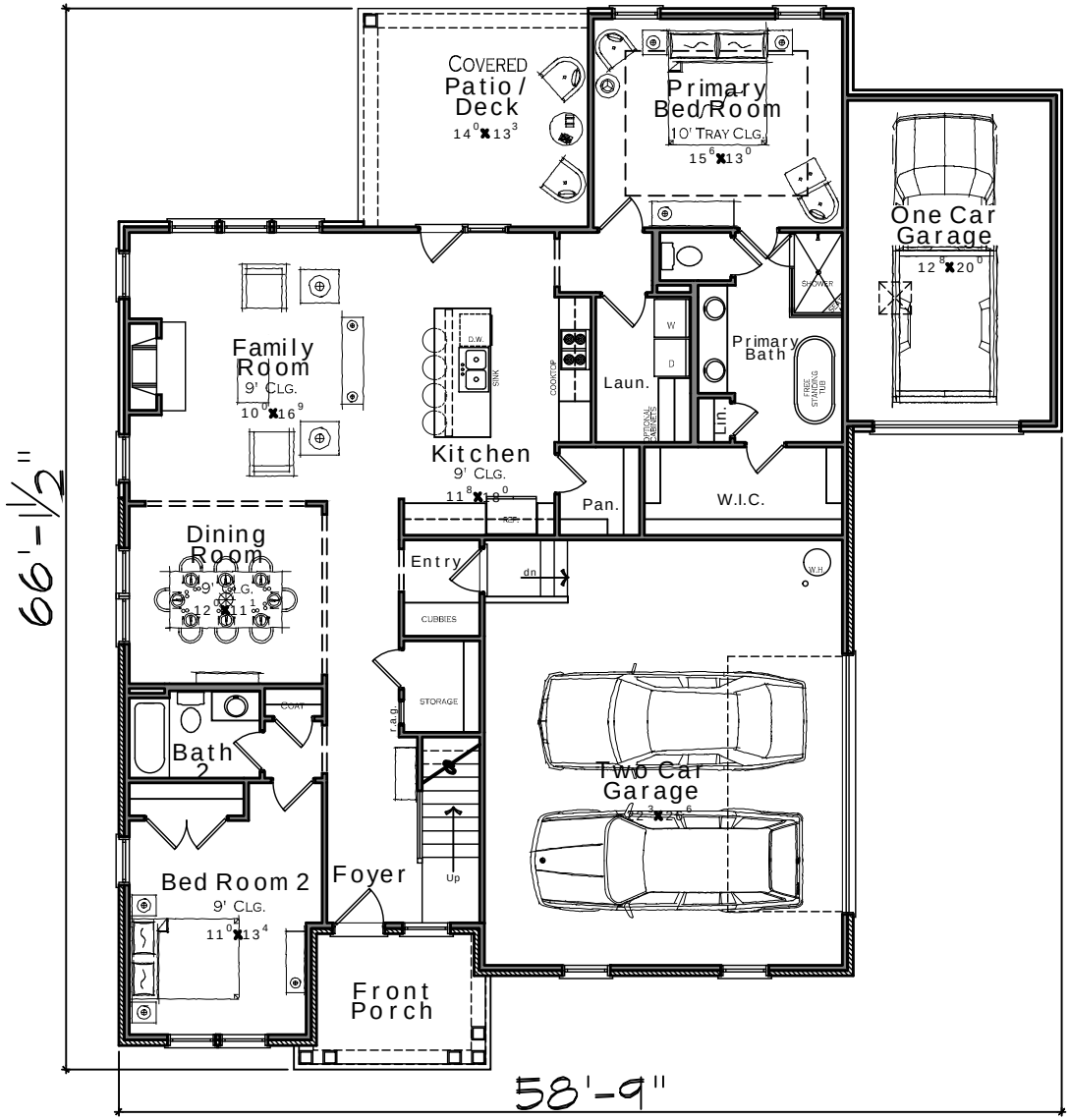


Primary Bath
Super Shower Option



First Floor-w/Carriage garage

"The Crosby-B"

Area Calculations		
First Floor	1,742	SQ.FT.
Second Floor	1,179	SQ.FT.
Total Heated	2,921	SQ.FT.
Garage	625	SQ.FT.
Unfinished Storage	44	SQ.FT.
Front Porch	91	SQ.FT.
Rear Deck/Patio	186	SQ.FT.
Total Under Roof	3,867	SQ.FT.

Optional 4th Bath		
Bath 4	44	SQ.FT.
Total Second Floor	1,223	SQ.FT.

Optional Carriage Garage		
Garage	284	SQ.FT.
Total Under Roof	4,151	SQ.FT.

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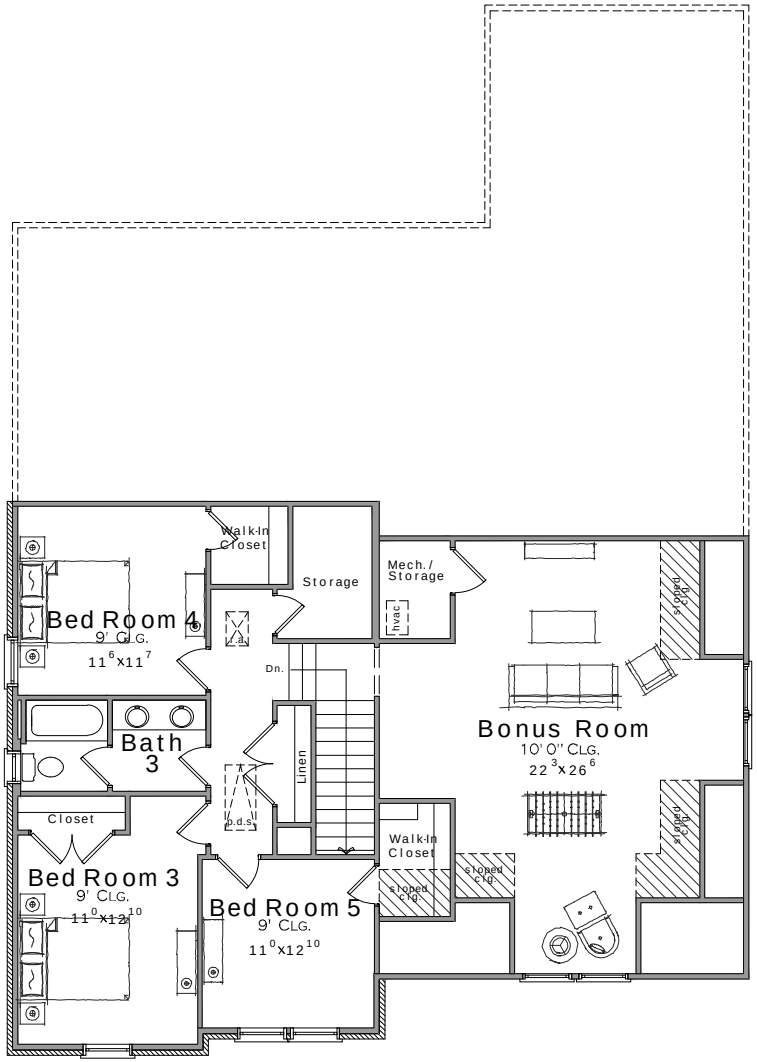

Second Floor

"The Crosby - B"

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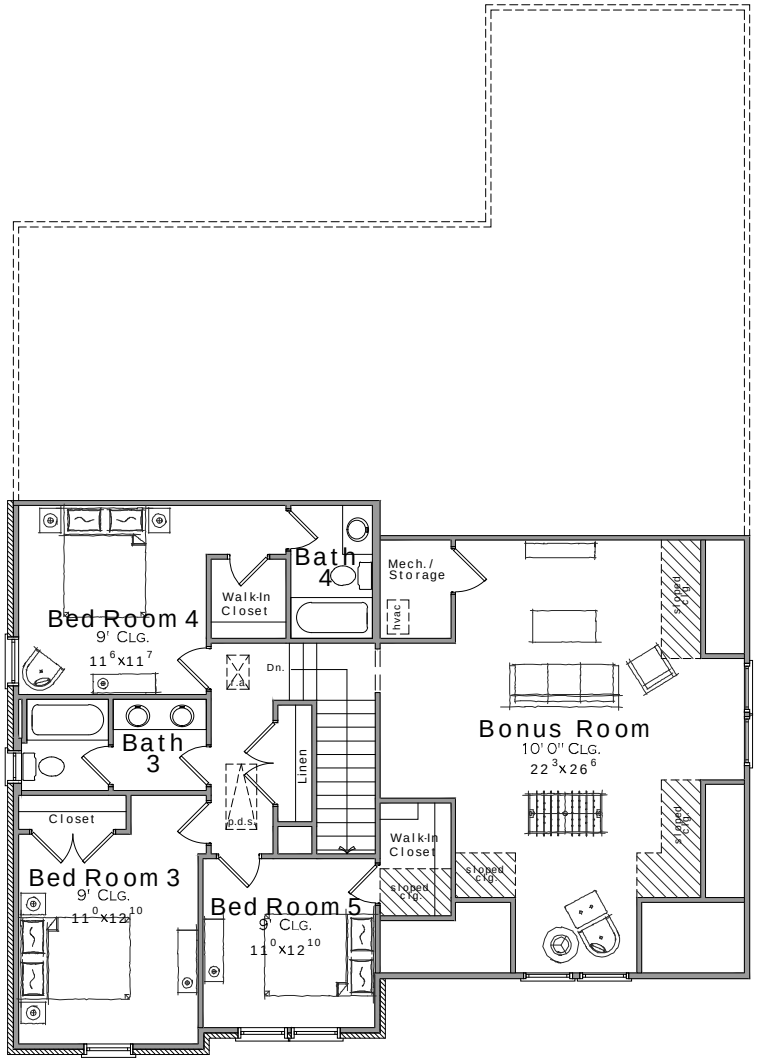

Second Floor W/4th Bath Option

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"The Fleetwood - V" w/ Carriage Garage

REVISED: 09-24-24

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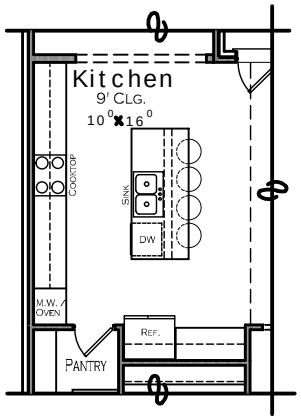
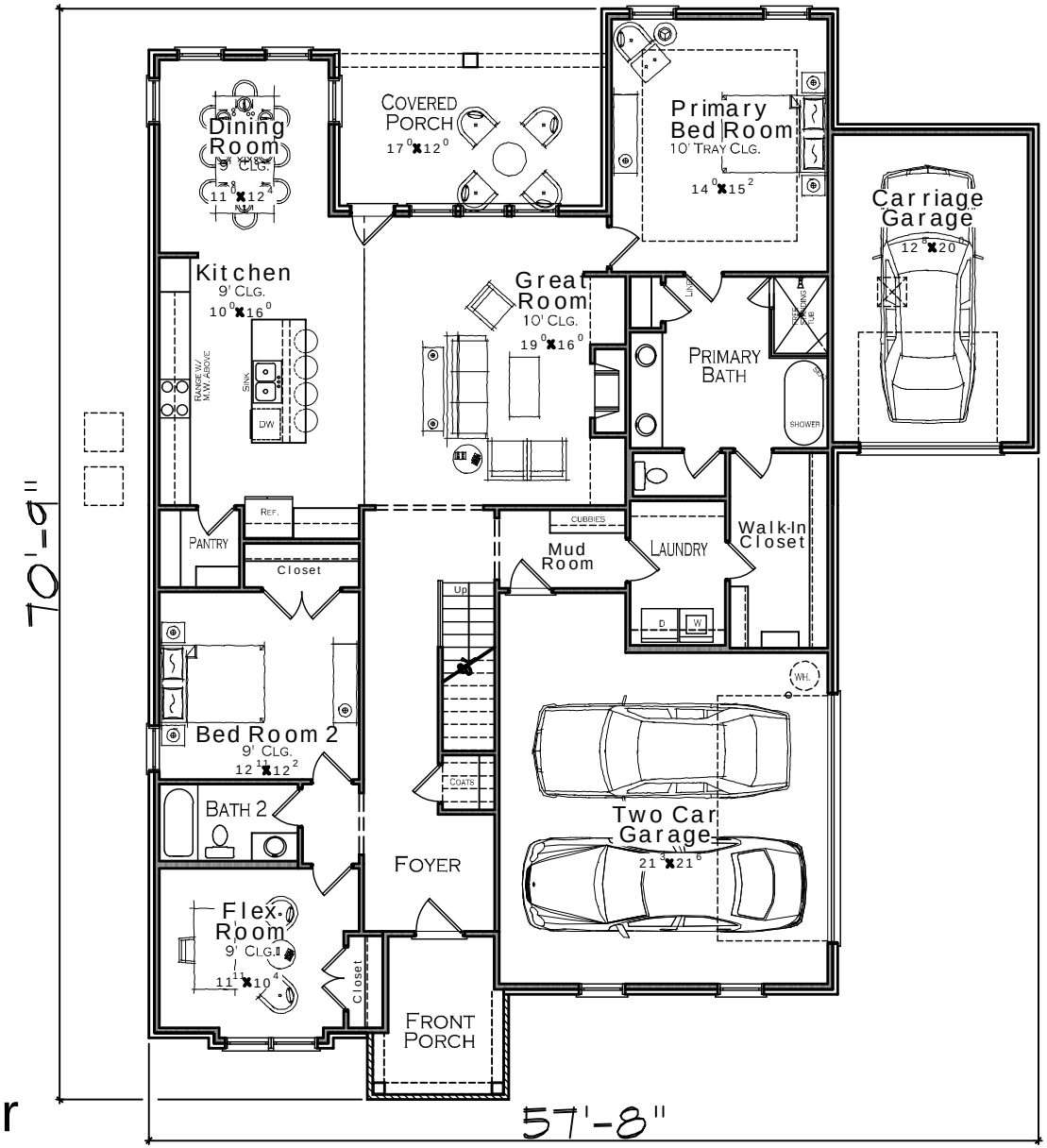


Gourmet Kitchen Option



First Floor

Area Calculations	
FIRST FLOOR	2,043 SQ.FT.
SECOND FLOOR	1,174 SQ.FT.
TOTAL HEATED	3,217 SQ.FT.
GARAGE	505 SQ.FT.
CARRIAGE GARAGE	268 SQ.FT.
FRONT PORCH	211 SQ.FT.
REAR DECK/PATIO	228 SQ.FT.
UNFIN. STORAGE	121 SQ.FT.
TOTAL UNDER ROOF	4,550 SQ.FT.

Optional 5th Bedroom	
5th BEDROOM	361 SQ.FT.
TOTAL UNDER ROOF	4,790 SQ.FT.

"The Fleetwood - V" w/ Carriage Garage

REVISED: 09-24-24

All specifications, features, equipment, landscape plans, dimensions, and prices are subject to change without notice. This is not part of a legal contract. All elevations are to be considered artist renderings and not deemed as accurate to actual plans and specifications.

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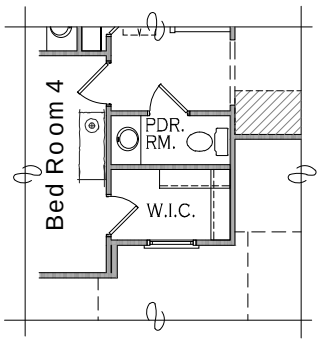
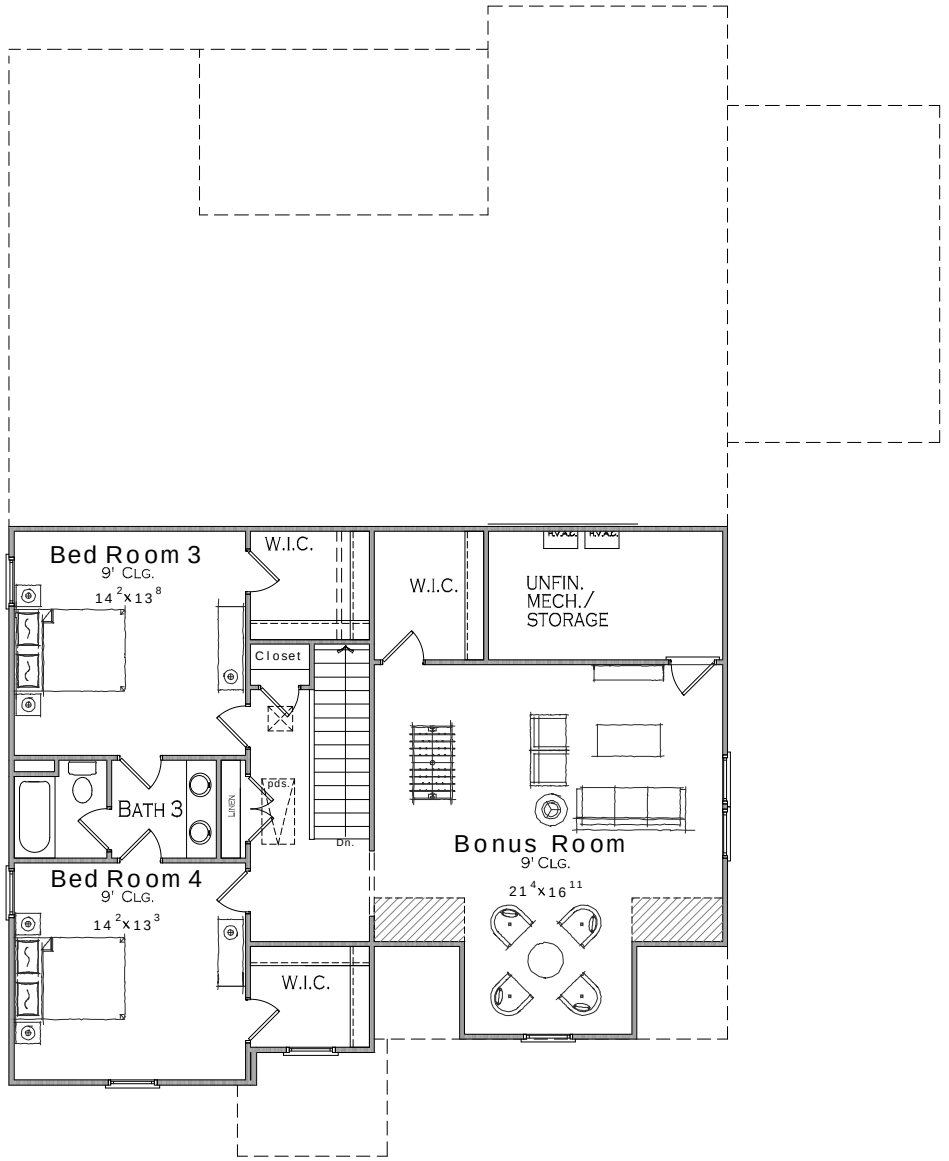


Pdr. Rm. Option



Second Floor

"The Fleetwood - V" w/ Carriage Garage

REVISED: 09-24-24

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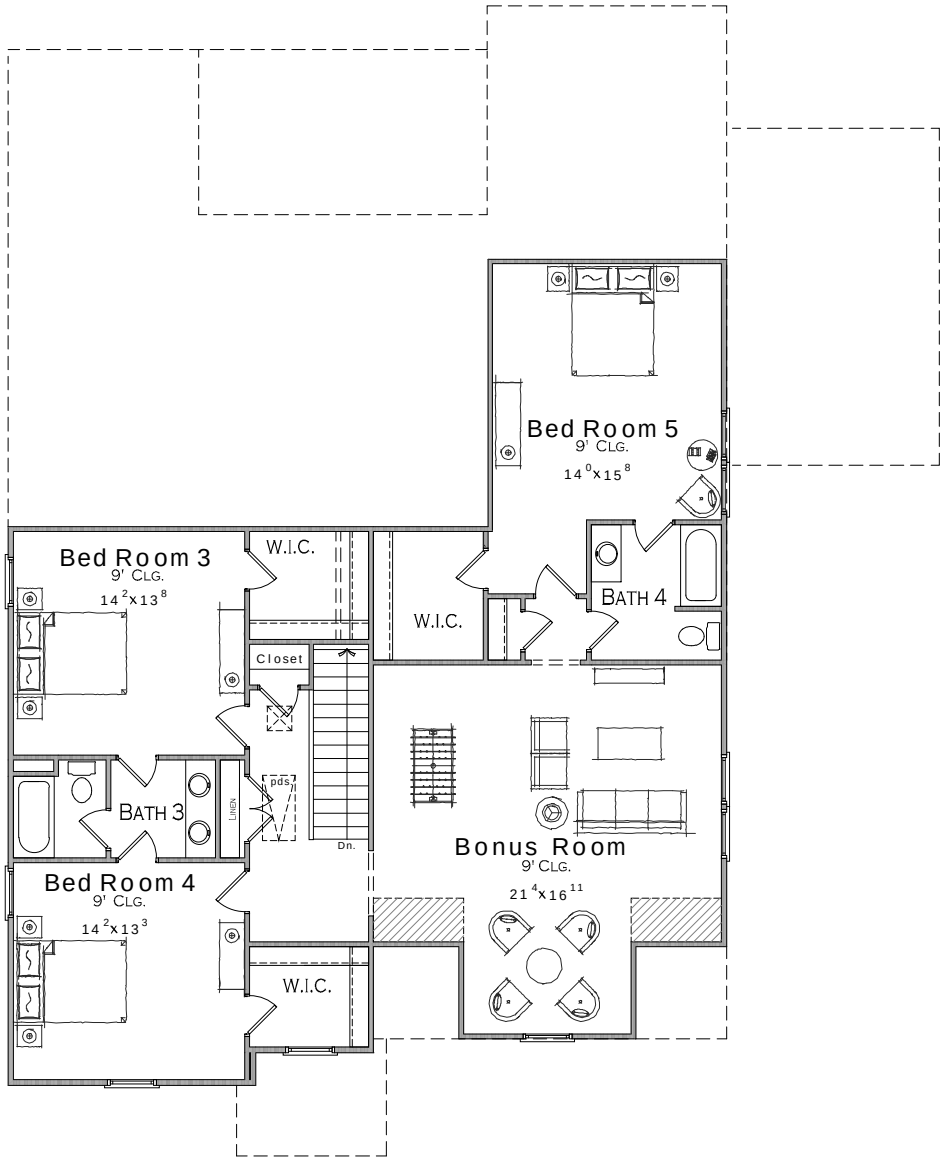

Second Floor
opt. 5 bed room

"The Fleetwood - V"

REVISED: 09-24-24

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"The McCartney-BST"

REVISED: 08-21-25

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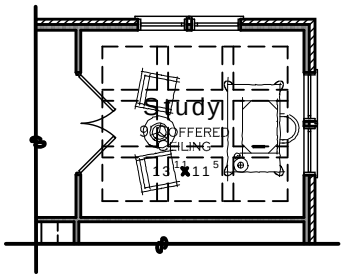
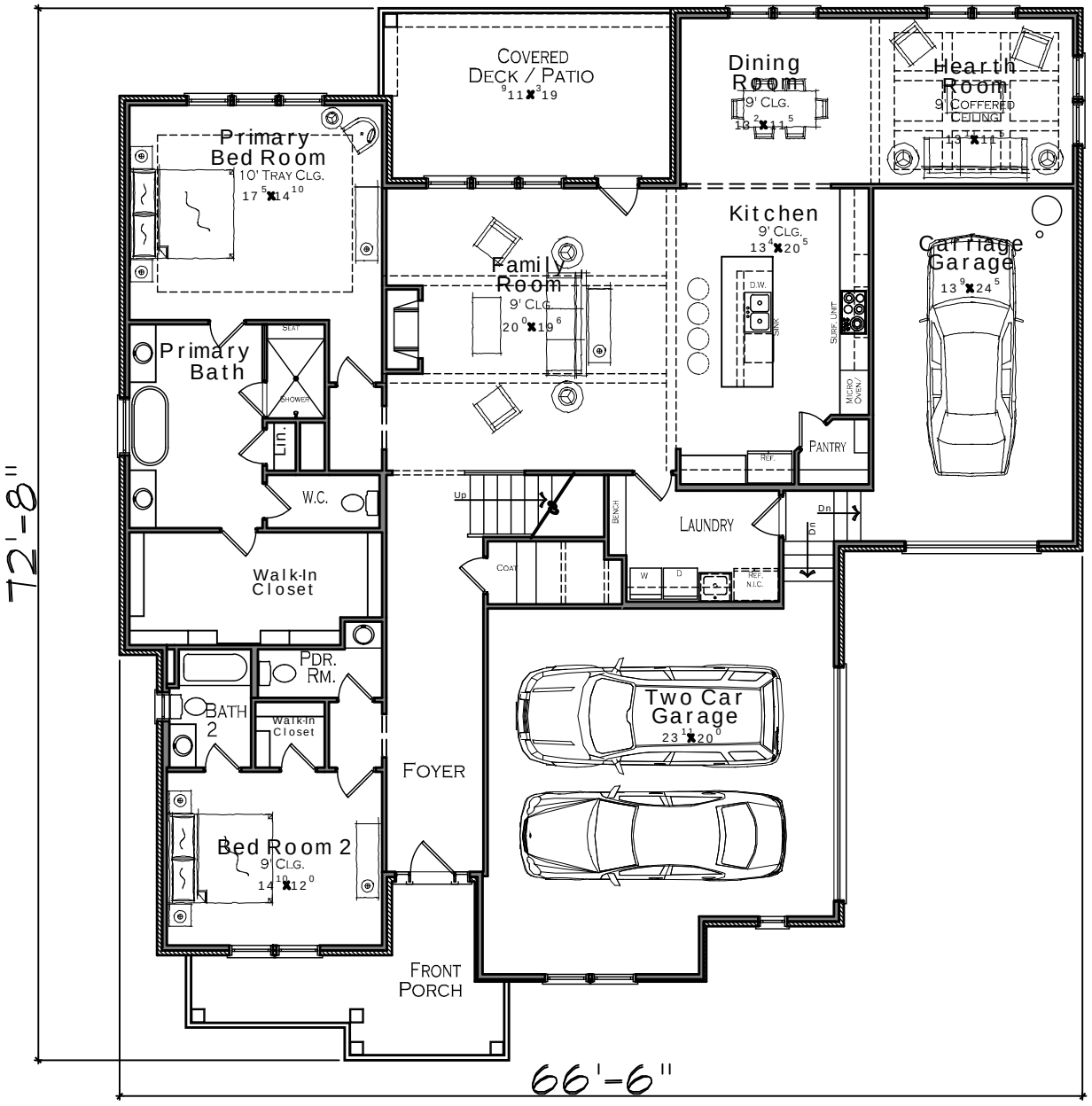


Study Option



First Floor

"The McCartney-BST"

4 BEDROOM SQ. FT.

Area Calculations		
First Floor	2,468	SQ.FT.
Second Floor	1,056	SQ.FT.
Total Heated	3,524	SQ.FT.
1 Car Garage	386	SQ.FT.
2 Car Garage	595	SQ.FT.
Front Porch	162	SQ.FT.
Deck/Patio	232	SQ.FT.
Unfinished Stor.	159	SQ.FT.
Total Under Roof	5,058	SQ.FT.

5 BEDROOM SQ. FT.

Area Calculations		
First Floor	2,468	SQ.FT.
Second Floor	1,538	SQ.FT.
Total Heated	4,006	SQ.FT.
1 Car Garage	386	SQ.FT.
2 Car Garage	595	SQ.FT.
Front Porch	162	SQ.FT.
Deck/Patio	232	SQ.FT.
Unfinished Stor.	103	SQ.FT.
Total Under Roof	5,484	SQ.FT.

REVISED: 08-21-25

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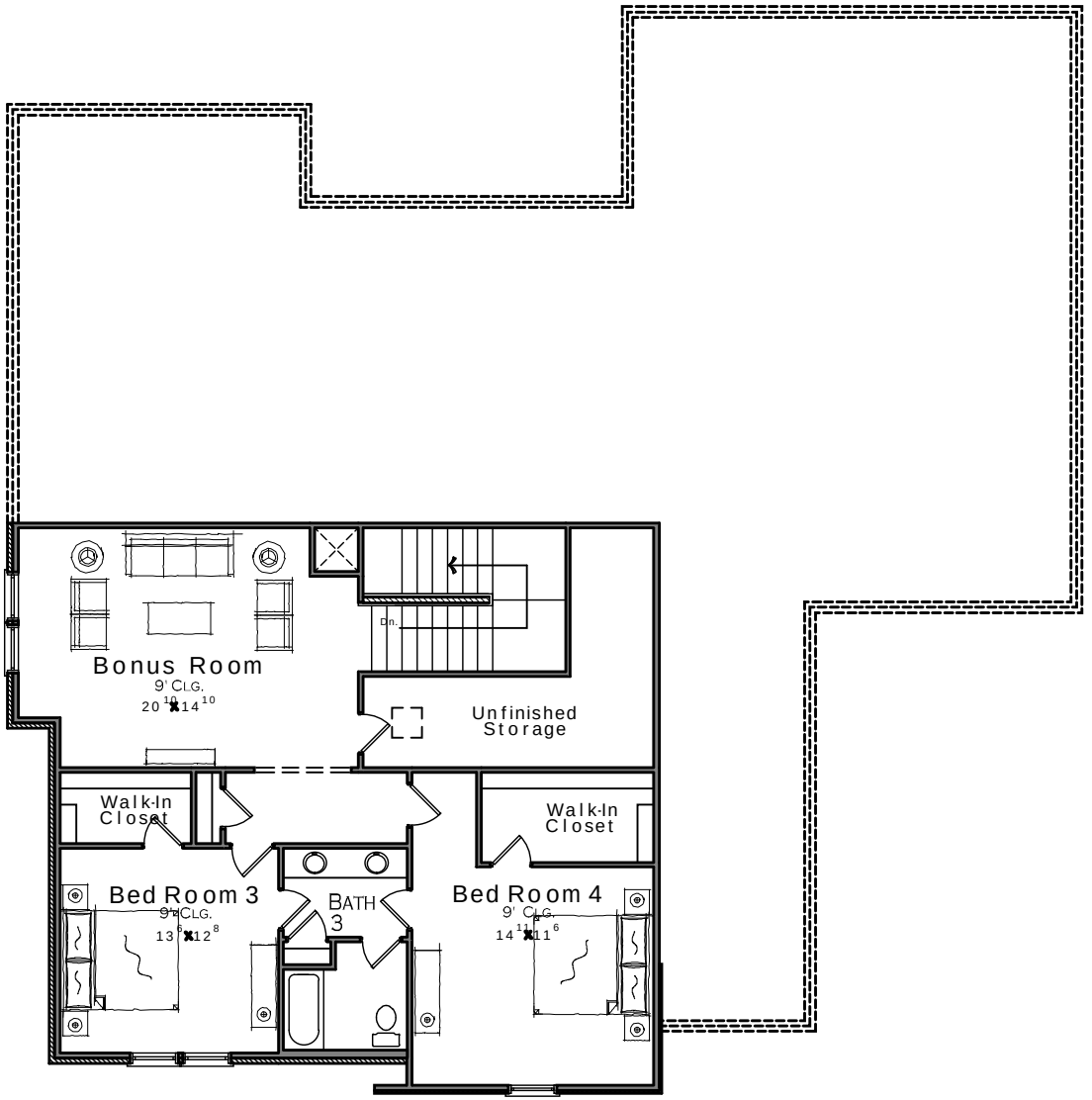

Second Floor

"The McCartney-BST"

REVISED: 08-21-25

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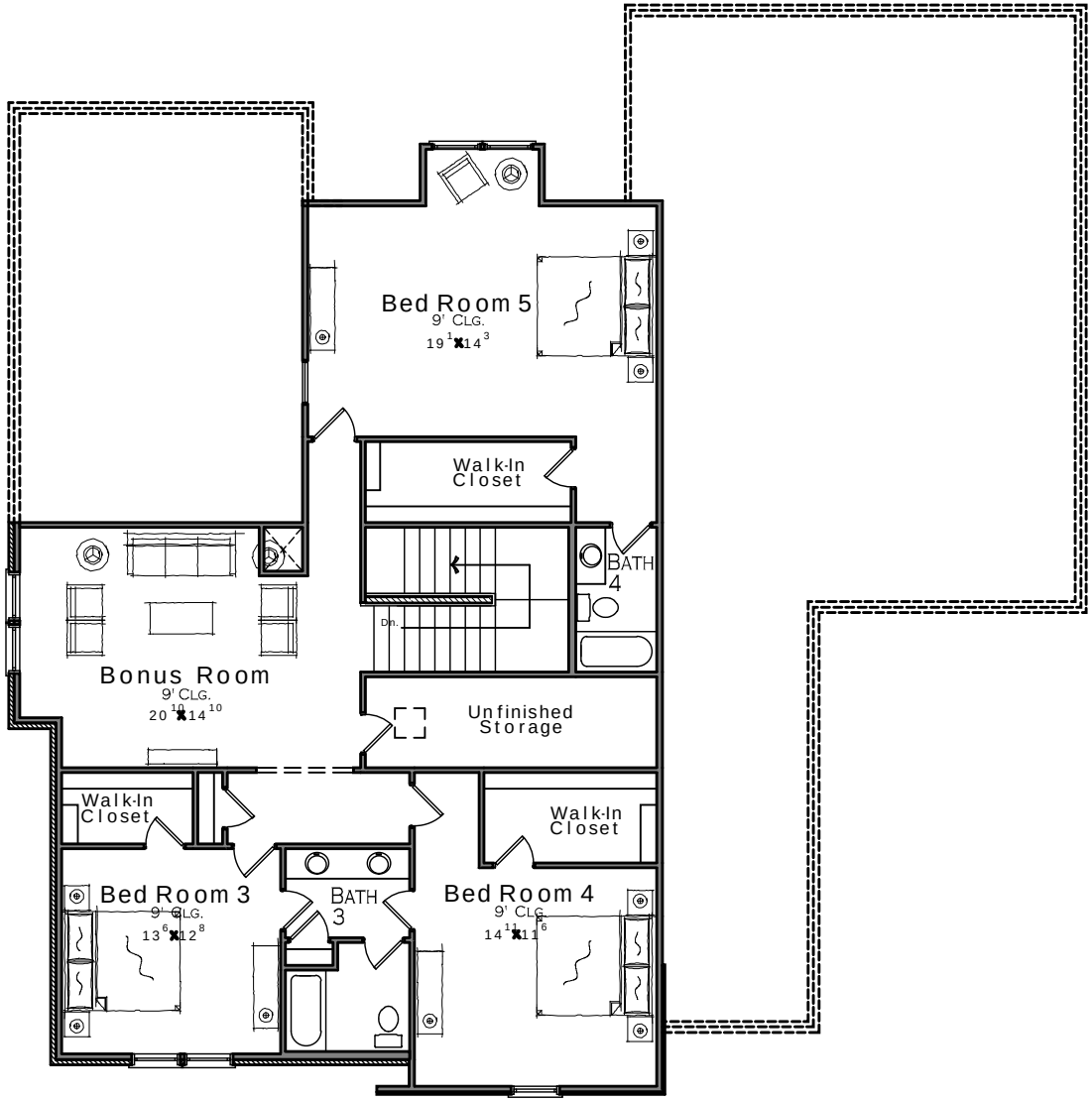

Second Floor - 5 Bed Room Option

"The McCartney-BST"

REVISED: 08-21-25

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"The Styles - B"

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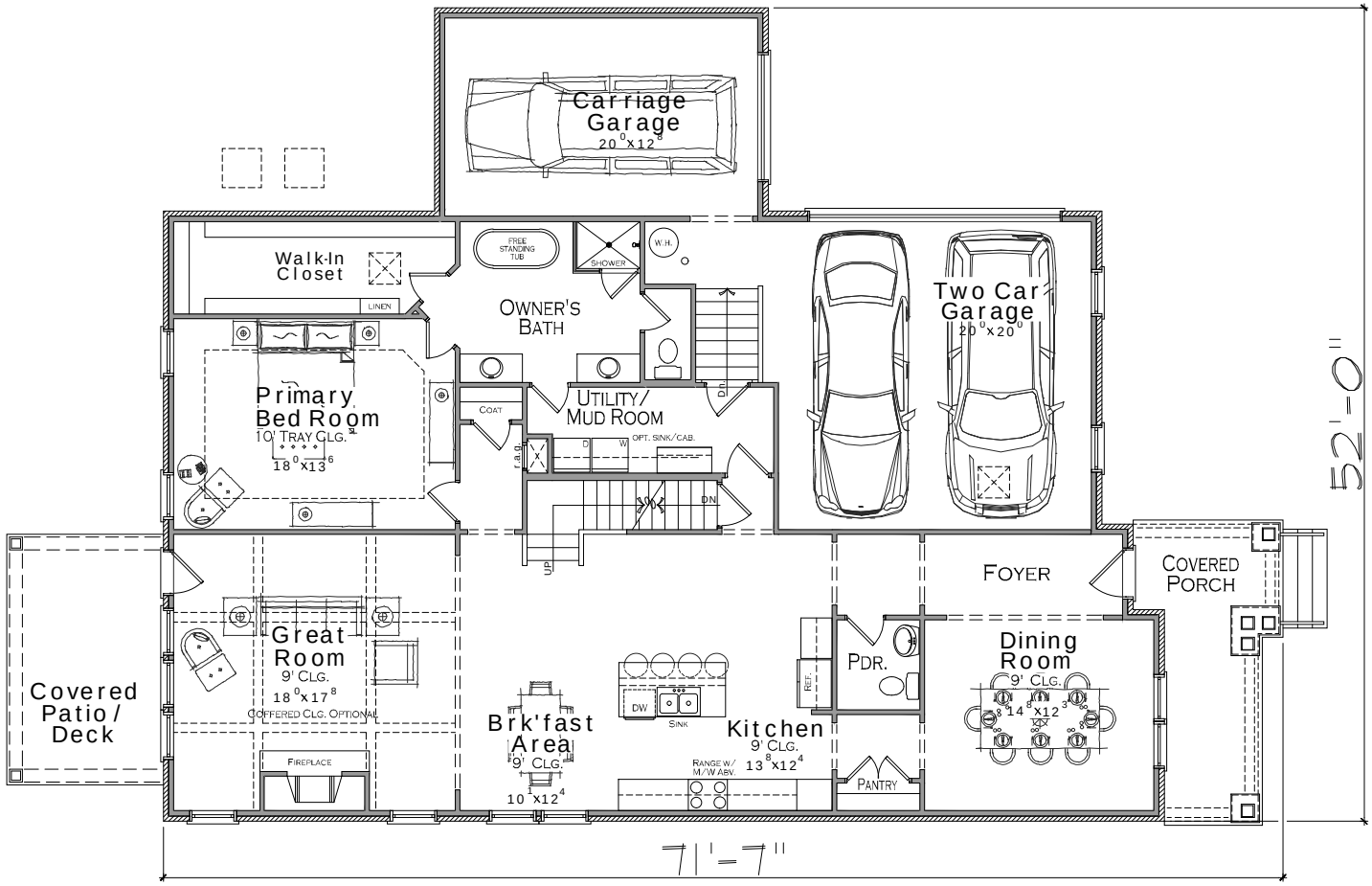

First Floor

"The Styles - B"

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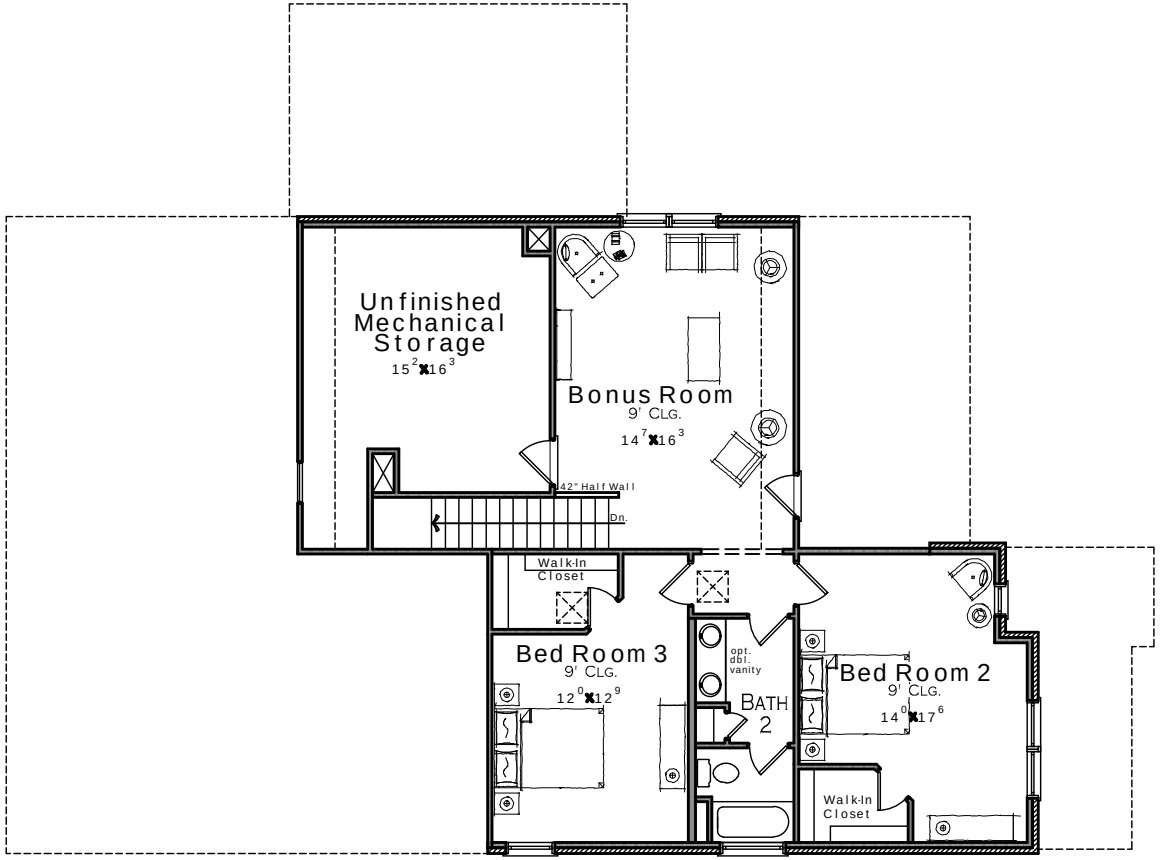

Second Floor

"The Styles - B"

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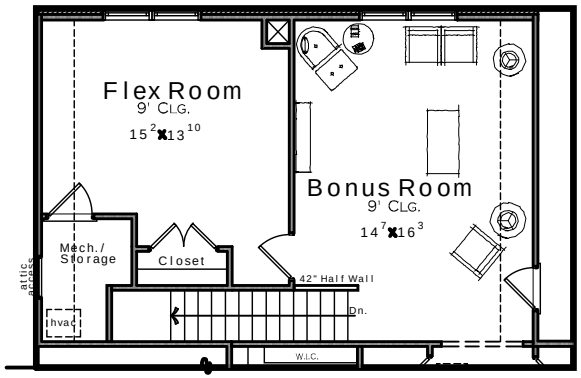
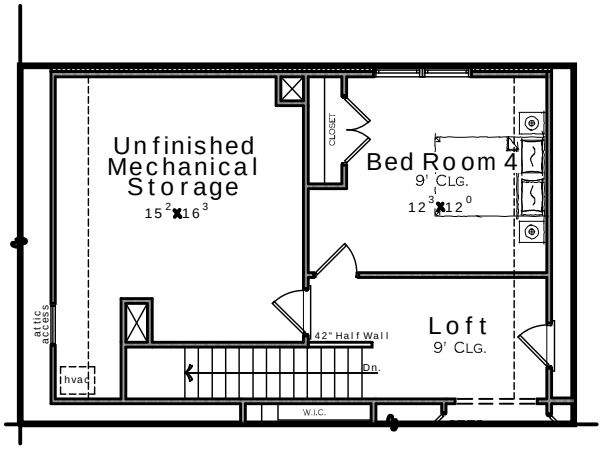
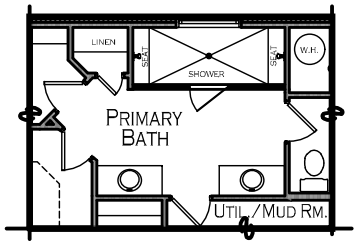


Optional Flex Room

ADDS 233 SQ. FT.

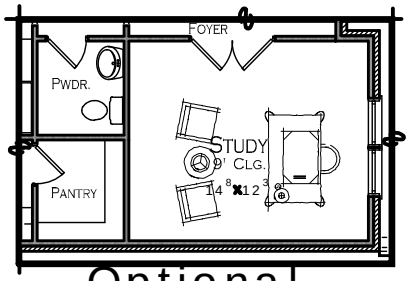


Optional 4th Bed Room

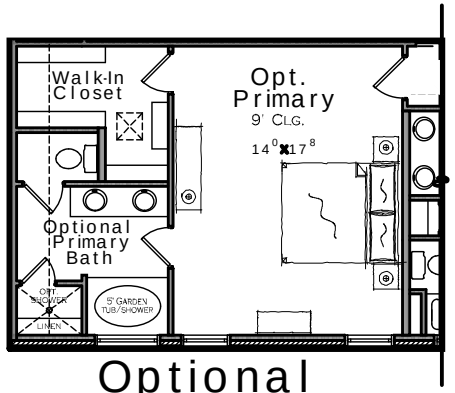


Optional Primary bath

SUPER SHOWER OPTION



Optional Study



Optional Primary Up

ADDS 217 SQ. FT.

"The Styles - B" Floor Plan Options

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"The Whitney - BST"

REVISED: 09-24-24

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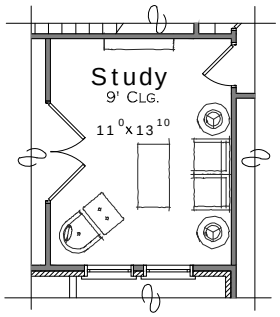
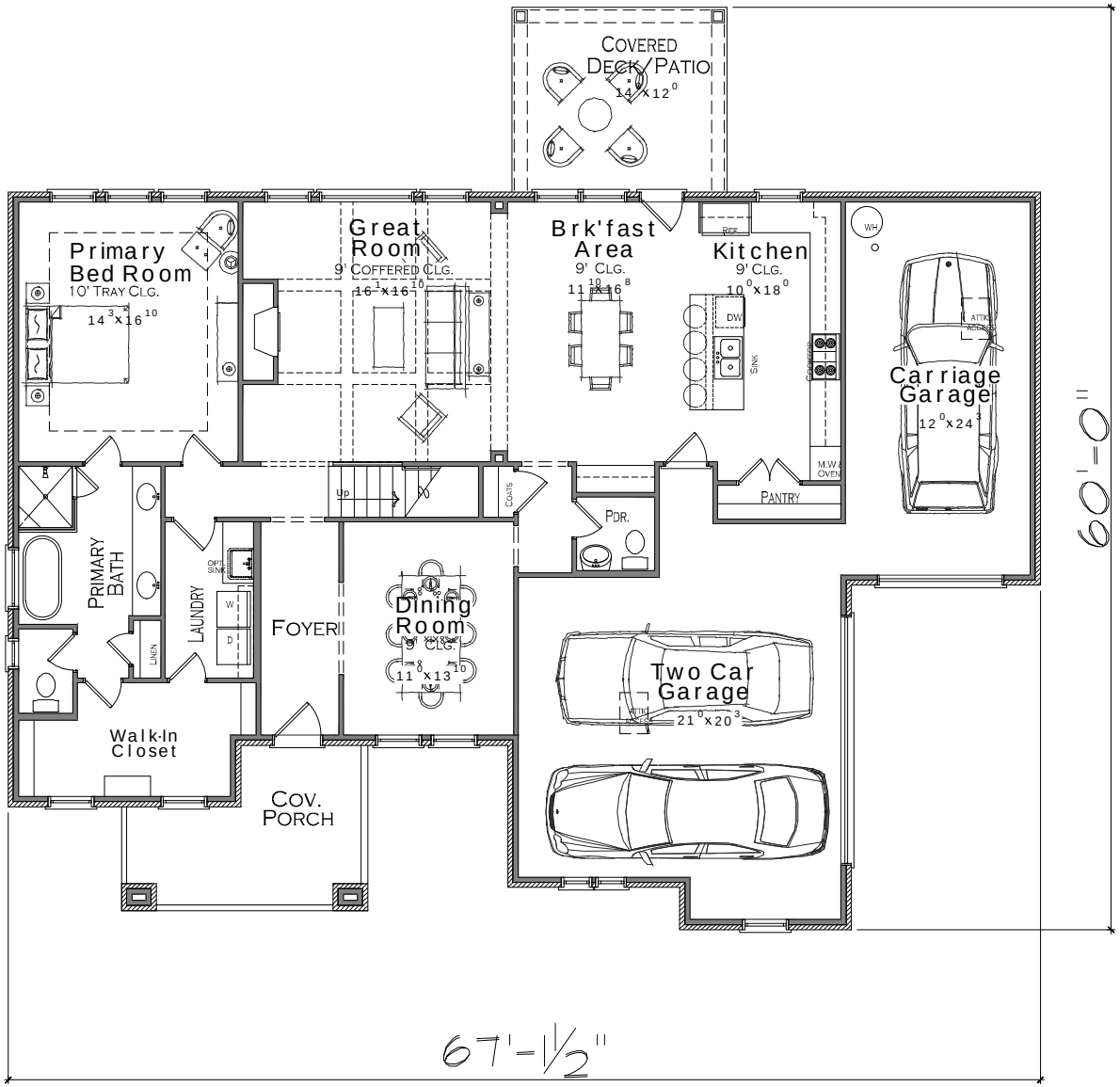


Study Option



First Floor

Area Calculations	
FIRST FLOOR	1,735 SQ.FT.
SECOND FLOOR	1,222 SQ.FT.
TOTAL HEATED	2,957 SQ.FT.
GARAGE	832 SQ.FT.
FRONT PORCH	173 SQ.FT.
REAR PORCH	168 SQ.FT
UNFINISHED STORAGE	111 SQ.FT.
TOTAL UNDER ROOF	4,241 SQ.FT.

"The Whitney - BST"

REVISED: 09-24-24

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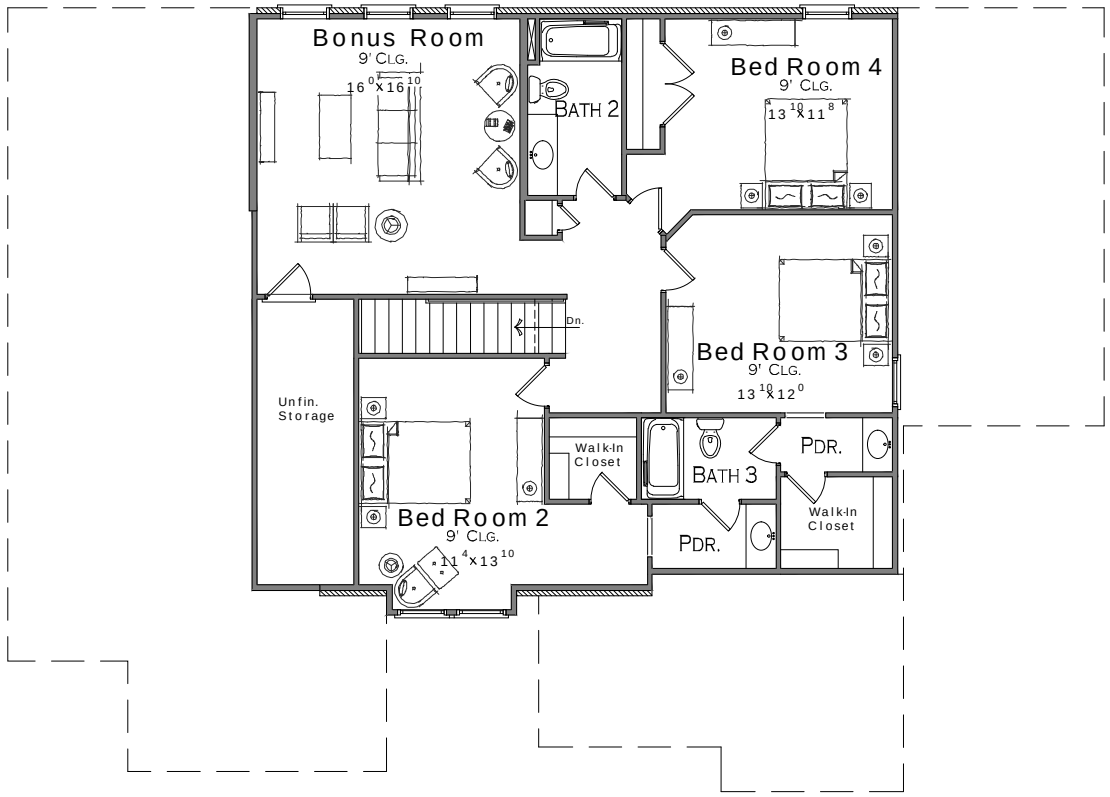

Second Floor

"The Whitney - BST"

REVISED: 09-24-24

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AGENDA SUMMARY SHEET

Board of Commissioners
City of Goodlettsville

SUBJECT TITLE: Resolution 25-1299 A resolution of the City of Goodlettsville Board of Commissioners authorizing the purchase of stream mitigation bank credits and approving an agreement with Camp Cove Capital, LLC. **PRESENTED BY:** Tim Ellis, City Manager	**Agenda Item:** Resolution 25-1299 **Dept. of Origin:** Administration **For Agenda of**: December 11, 2025 **Originator:** Sean Pfalzer **Cost of Item:** $472,500.00 – Stormwater Fund

AGENDA ITEM ATTACHMENTS:
Resolution 25-1299

SUMMARY STATEMENT:
A resolution of the City of Goodlettsville Board of Commissioners authorizing the purchase of stream mitigation bank credits and approving an agreement with Camp Cove Capital, LLC.

FINANCIAL SUMMARY:
$472,500 for 135 credits at $3,500/per credit to be paid out of the Stormwater Fund

RECOMMENDED ACTION:
Staff recommends approval of Resolution 25-1299.

RESOLUTION NO. 2025-1299

A RESOLUTION OF THE CITY OF GOODLETTSVILLE BOARD OF COMMISSIONERS AUTHORIZING THE PURCHASE OF STREAM MITIGATION BANK CREDITS AND APPROVING AN AGREEMENT WITH CAMP COVE CAPITAL, LLC.

WHEREAS, Camp Cove Capital, LLC (the "Seller") has established and received approval from the United States Army Corps of Engineers (USACE) and the Tennessee Department of Environment and Conservation (TDEC) for the Camp Cove Stream Mitigation Bank (the "Bank"), created to compensate for stream impacts pursuant to Section 404 and Section 401 of the Clean Water Act; and

WHEREAS, the Bank is authorized and chartered under the terms of USACE Permit Number LRN-2020-00717 and TDEC Permit Number NRS22.001; and

WHEREAS, the City of Goodlettsville (the "Purchaser") has applied for permits from USACE and TDEC for City-associated work that involves impacts to jurisdictional streams; and

WHEREAS, as a condition of permit issuance, USACE and TDEC have determined that the City is required to provide compensatory mitigation for said stream impacts; and

WHEREAS, the City has elected to satisfy its mitigation obligation through the purchase of stream credits in the Bank; and

WHEREAS, USACE and TDEC have further determined that the City shall be required to purchase a total of 135 functional/SQT stream mitigation credits, and that upon verification of said purchase, the City shall be deemed to have satisfied a portion of its mitigation obligations under the referenced permits; and

WHEREAS, the agreed purchase price for said credits is Four Hundred Seventy-Two Thousand, Five Hundred Dollars ($472,500.00), based upon a unit cost of $3,500.00 per stream credit; and

WHEREAS, the City desires to enter into a formal agreement with KCI Technologies, Inc. to authorize and facilitate the purchase transaction on behalf of the City;

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

Section 1. The recitals set forth above are hereby adopted and incorporated by reference as if fully set forth herein.

Section 2. The Board hereby authorizes the purchase of 135 functional/SQT stream credits from the Camp Cove Stream Mitigation Bank at a total cost of $472,500.00, with funds derived from Stormwater Utility Fund Balance.

Section 3. The Board hereby approves an agreement with KCI Technologies, Inc. for the execution, administration, and delivery of all documents required to complete the purchase of the mitigation bank credits.

Section 4. The City Manager is hereby authorized to execute the agreement and all related documents necessary to carry out the intent and purpose of this Resolution.

Section 5. This Resolution shall take effect immediately upon its passage, the public welfare requiring it.

Passed this 11th day of December 2025.

_____
MAYOR RUSTY TINNIN

_____
CITY RECORDER

APPROVED AS TO LEGALITY AND FORM:

_____
CITY ATTORNEY

MITIGATION CREDIT SALES AGREEMENT

This STREAM MITIGATION CREDIT AGREEMENT (Agreement) is made and entered into this ____ day of November 2025, by and between KCI Technologies, Inc ("KCI") and City of Goodlettsville. ("Purchaser").

WITNESSETH:

WHEREAS Purchaser has applied to the Tennessee Department of Environment and Conservation ("TDEC") for a permit under Section 401 of the Clean Water Act and the US Army Corps of Engineers ("USACE") for a permit under Section 404 of the Clean Water Act to allow the discharge of clean non-toxic fill material into 280 linear feet of a stream for a Main Street (SR 11) Improvements ("Project"). Project Number assigned by TDEC is NRS25.155. Project Number assigned by USACE is LRN-2015-00357.

WHEREAS Seller has established with the USACE and TDEC the Camp Cove Stream Mitigation Bank ("Bank") which compensates for impacts under Section 404 and Section 401 of the Clean Water Act. The stream mitigation bank is chartered under the terms of USACE permit number LRN-2020-00717 and TDEC permit number NRS22.001.

WHEREAS, as a condition to the issuance of a permits from TDEC and USACE, Purchaser is required to compensate for said stream impacts, and elects to do so through the purchase of stream credits in the Bank.

WHEREAS, TDEC and USACE have determined that Purchaser shall be required to purchase a total of **135** functional/SQT stream credits from the Bank and upon notification of such purchase, shall deem that the Purchaser has satisfied a portion of the mitigation requirements of the USACE and TDEC permits referenced above.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, it is agreed as follows:

1. RECITALS: The recitals are hereby incorporated by this reference.

2. COMPENSATION: Purchaser shall, subject to the terms and conditions hereinafter provided, pay to the Seller a sum of four hundred and seventy-two thousand and five hundred ($472,500.00) DOLLARS ("Purchase Price") for 135 functional/SQT stream credits at the Bank. The Purchase Price is derived from the unit cost of $3,500 per stream credit. Purchase Price is to be paid in the manner following:

    a. EARNEST MONEY: N/A
    b. BALANCE OF PURCHASE PRICE: Prior to December 31, 2025 Purchaser will pay Seller the Purchase Price as stated herein, or $472,500.00. Payment shall be non-refundable and made to KCI.
    c. INCREASE OR DECREASE IN REQUIRED AMOUNT OF CREDITS: Should the stream credits required by TDEC and USACE be increased or decreased from the time of

Agreement execution to the time Purchase Price has been paid in full, the Purchaser shall be required to buy the new balance of credits from KCI at the same price per credit as originally set out in this Agreement, if KCI has such credits available.

3. SELLERS PERFORMANCE INDEMNITY: In consideration of the Purchase Price, KCI affirms that it has sufficient credits released by the Bank to satisfy the credits required by Purchaser and agrees to sell such credits to Purchaser. It is understood and agreed that Purchaser shall have no obligation to perform any of the responsibilities now or hereafter as set forth by the USACE or TDEC permits for the Bank.

4. NOTICES: Any notices required or permitted hereunder shall be sufficiently given if delivered by overnight courier, by United States mail, return receipt requested, or by email to the parties hereto as follows:

If to KCI:
KCI Technologies, Inc
500 11th Avenue North, Suite 290
Nashville, TN 37203
Attn: Gary Mryncza
Phone: 629-204-5045
Email: gary.mryncza@kci.com

If to Purchaser:
City of Goodlettsville
105 South Main Street
Goodlettsville, TN 37072
Attn: Tim Ellis
Phone: 615-851-2200
Email: tellis@goodlettsville.gov

Any notice given pursuant hereto by overnight courier shall be effective as of delivery; any notice given pursuant hereto by United States mail, return receipt requested, shall be effective as of the third business day following its posting and any notice given pursuant hereto by email shall be effective as of receipt of confirmation by the sending party.

5. PRIOR AGREEMENTS: This Agreement shall supersede any and all prior understanding and agreements between the parties hereto, whether written or oral, with respect to the subject matter hereof and may be amended only by a written instrument executed by or on behalf of both KCI and Purchaser.

6. APPLICABLE LAW: Purchaser shall be contractually bound to this Agreement, which shall be governed by the laws of the state of Tennessee and subject to the requirements of any applicable federal law or regulation. Changes in federal, state or local laws, however, which might have otherwise impacted this Agreement shall not be enforced retroactively after execution of this Agreement. KCI shall be held harmless for damages sustained by Purchaser as a result of changes in federal, state or local laws or their interpretation or enforcement.

7. ATTORNEY'S FEES: In the event any action, suit, or other proceeding at law or in equity is brought to enforce the covenant and agreements contained in this Agreement or to obtain

monetary damages for breach thereof, and such action results in an award of judgment for monetary damages, or the granting of any equitable relief in favor of any party hereto, all expenses, including reasonable attorney's fees, of the successful party in such action, suit, or other proceeding shall, upon demand of such party, be paid by the other party.

8. CONTRACT ACCEPTANCE: This Agreement is null and void if not executed within sixty days of the effective date on first draft of Agreement.

9. CONFIDENTIALITY. The Purchaser shall keep absolutely confidential the existence of this Agreement, its terms, and all information regarding the MBI, KCI, and the Bank that the Purchaser learned, was provided or was otherwise disclosed to Purchaser in connection with the negotiation, execution and consummation of this Agreement, except for the disclosure of those items that are already in the public domain, where disclosure is otherwise required by law, or the disclosure is approved by KCI in writing. KCI acknowledges that the Purchaser may be subject to the Tennessee Public Information Act, and that the Purchaser's confidentiality obligations hereunder are subject and subordinate to the Purchaser's obligations under that act.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

KCI TECHNOLOGIES:

By:_____

Gary Mryncza, PE

Title: Sector President

Address: 500 11th Avenue North, Suite 290

Nashville, TN 37203

Telephone: 629-204-5045

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

THE PURCHASER:

CITY OF GOODLETTSVILLE

By: _____

Print (Name and Title): Tim Ellis, City Manager

Date: _____

Address: 105 South Main Street

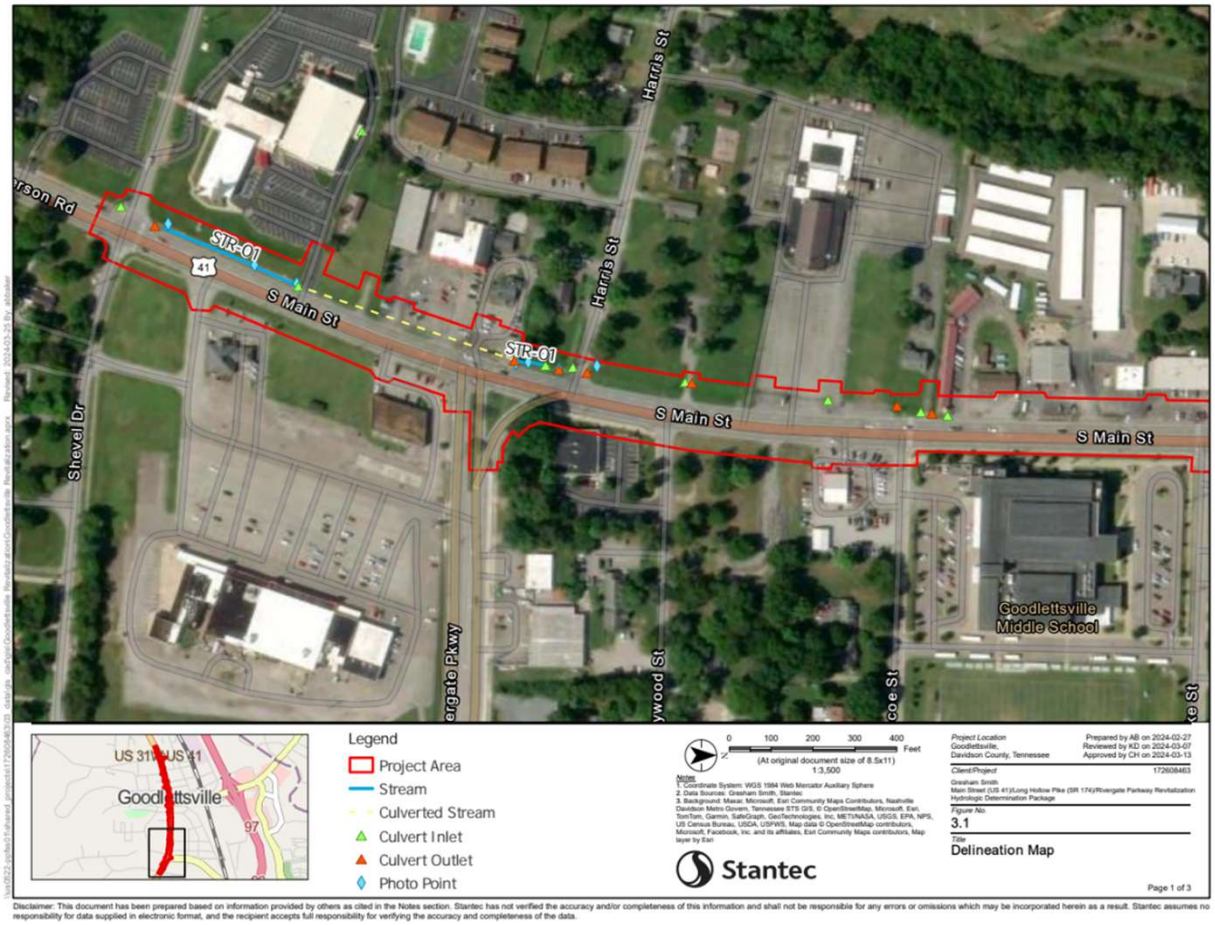
Goodlettsville, TN 37072

Telephone: 615-851-2200

Environmental Permitting

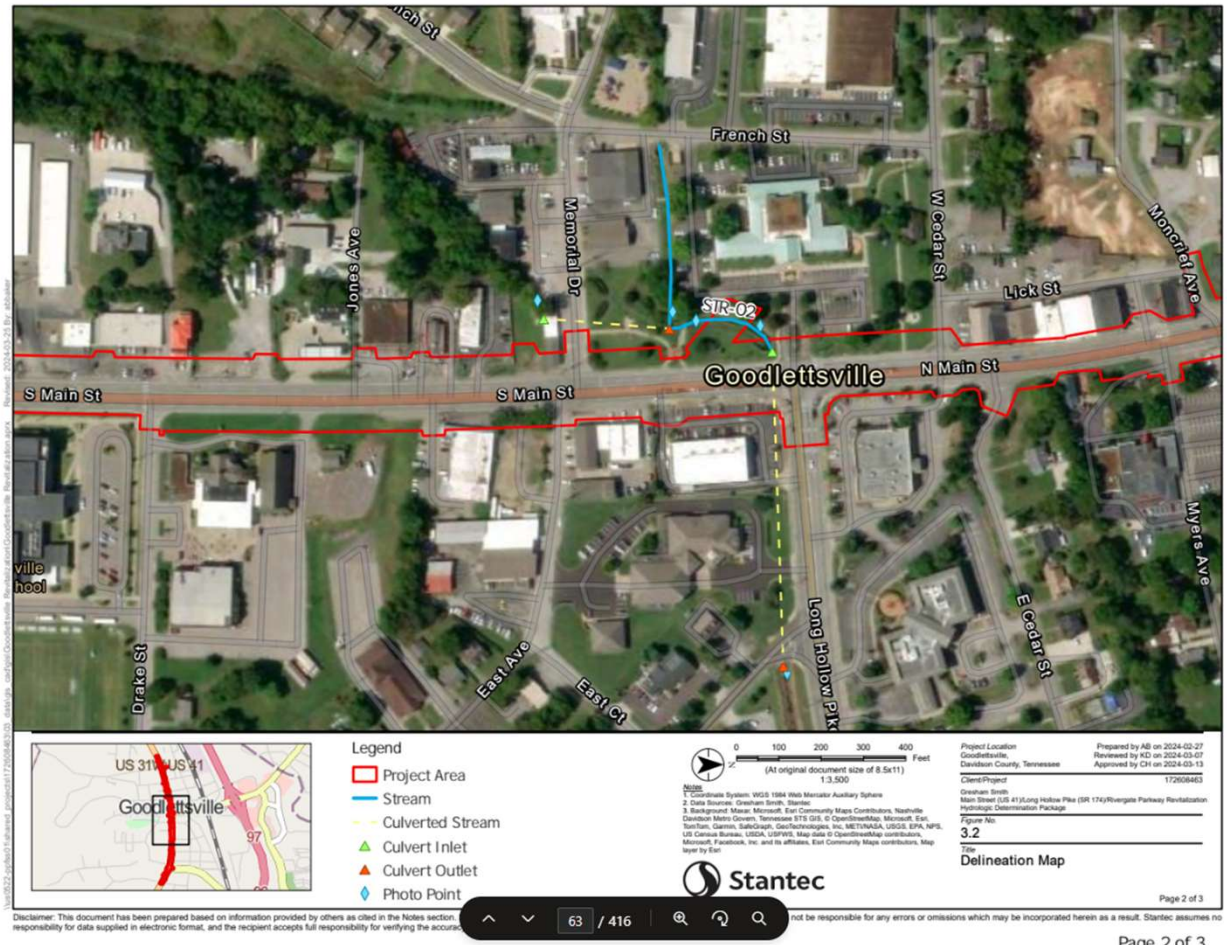
- **Dec 2023:** TDOT requires a qualified hydraulic professional for local projects to identify water resources that may be impacted by the project
- **Feb 2024:** Stantec conducted field survey (hydrologic determination) along Main St that identified two streams within the project area; City requested a second opinion from another consulting firm, S&ME
- **Mar 2024:** TDEC notified the City that alterations to the streams require a valid Aquatic Resource Alteration Permit (ARAP)
- **Aug 2024:** S&ME conducted Stream Quality Assessment and determined that 156.8 credits are necessary to mitigate impacts to stream #1 within the project area
- **July 2025:** City submits Aquatic Resource Alteration Permit (ARAP) application that proposes to purchase 156.8 stream mitigation credits
- **Nov 2025:** City secures 135 of 156.8 stream mitigation credits

Stream #1



1) Stream (Intermittent) – 279.78 feet of impact

Stream #2



2) Stream – 46.5 feet of impact

Stream Mitigation Credits

Reach Information and Reference Standard Stratification							
Reach ID:	STR-01	Drainage Area (sqmi):	0.013	ETW/ONRW:	No	Upstream Latitude:	36.3135
Existing Stream Type:	E	Existing Bed Material:	Gravel	Data Collection Season:	July - December	Upstream Longitude:	-86.7145
Reference Stream Type:	E	Existing Stream Slope (%):	0.02	Macro Collection Method:		Downstream Latitude:	36.3137
Ecoregion:	71h	Flow Type:	Perennial/Intermittent	Valley Type:	Confined Alluvial	Downstream Longitude:	-86.7144

EXISTING CONDITION ASSESSMENT					Roll Up Scoring			
Functional Category	Function-Based Parameters	Measurement Method	Field Value	Index Value	Parameter	Category	Category	ECS
Hydrology	Catchment Hydrology	Watershed Land Use Runoff Score	0.12	0.13	0.13	0.47	Functioning At Risk	
	Reach Runoff	Stormwater Infiltration	0.8	0.80	0.80			
Hydraulics	Floodplain Connectivity	Bank Height Ratio	0.3	1.00	0.50	0.50	Functioning At Risk	
		Entrenchment Ratio	1.2	0.00				
Geomorphology	Large Woody Debris	Large Woody Debris Index			0.00	0.27	Not Functioning	0.56
		# Pieces	0	0.00				
	Lateral Migration	Erosion Rate (ft/yr)			0.70			
		Dominant BEHI/NBS	H/Ex	0.10				
		Percent Streambank Erosion (%)	0.07	1.00				
		Percent Armoring (%)	0.33	0.99				
	Riparian Vegetation	Left - Average Diameter at Breast Height (DBH; in)	0	0.00	0.00			
		Right - Average DBH (in)	0	0.00				
		Left - Buffer Width (feet)	0	0.00				
		Right - Buffer Width (feet)	0	0.00				
		Left - Tree Density (#/acre)	0	0.00				
		Right - Tree Density (#/acre)	0	0.00				
		Left - Native Herbaceous Cover (%)	0	0.00				
		Right - Native Herbaceous Cover (%)	0	0.00				
		Left - Native Shrub Cover (%)	0	0.00				
		Right - Native Shrub Cover (%)	0	0.00				
	Bed Material Characterization	Size Class Pebble Count Analyzer (p-value)						
	Bed Form Diversity	Pool Spacing Ratio	4.6	1.00	0.67			
		Pool Depth Ratio	4.1	1.00				
		Percent Riffle (%)	0.33	0.00				
		Aggradation Ratio						
	Plan Form	Sinuosity	1.04	0.00	0.00			
Physicochemical	Bacteria	E. Coli (Cfu/100 mL)		0.80	0.80	0.80		
	Organic Enrichment	Percent Nutrient Tolerant Macroinvertebrates (%)						
	Nitrogen	Nitrate-Nitrite (mg/L)		0.80	0.80			
	Phosphorus	Total Phosphorus (mg/L)		0.80	0.80			
Biology	Macroinvertebrates	Tennessee Macroinvertebrate Index		0.80	0.80	0.80		
		Percent Clingers (%)						
		Percent EPT - Cheumatopsyche (%)						
		Percent Oligochaeta and Chironomidae (%)						
	Fish	Native Fish Score Index						

Status	Credits	Cost per Credit	Cost
Secured	135	$3,500	$472,500
Remaining Balance	21.8	$3,500	$76,300
Total	**156.8**		**$548,800**

AGENDA SUMMARY SHEET

Board of Commissioners
City of Goodlettsville

SUBJECT TITLE: RESOLUTION 25-1300 A resolution to adopt the City of Goodlettsville's Legislative Agenda for the second session of the 114th General Assembly of the State of Tennessee. **PRESENTED BY:** Tim Ellis, City Manager	**Agenda Item:** Resolution 25-1300 **Dept. of Origin:** Administration **For Agenda of:** December 11, 2025 **Originator:** Tim Ellis **Cost of Item:** N/A

AGENDA ITEM ATTACHMENTS:
Resolution 25-1300

SUMMARY STATEMENT:
A resolution to adopt the City of Goodlettsville's Legislative Agenda for the second session of the 114th General Assembly of the State of Tennessee.

FINANCIAL SUMMARY:
N/A

RECOMMENDED ACTION:
Staff recommends approval of Resolution 25-1300.

RESOLUTION NO. 25-1300

A RESOLUTION TO ADOPT THE CITY OF GOODLETTSVILLE'S LEGISLATIVE AGENDA FOR THE SECOND SESSION OF THE 114TH GENERAL ASSEMBLY OF THE STATE OF TENNESSEE.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE, THAT THE FOLLOWING IS HEREBY ADOPTED AS THE CITY OF GOODLETTSVILLE'S LEGISLATIVE AGENDA FOR THE SECOND SESSION OF THE 114TH GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

- Support legislation that will reverse action taken in 2002 and allow municipalities to be provided state shared taxes based on the state's full seven percent (7%) sales tax collection rather than only on five and one-half percent (5.5%).
- Support an increase in the single article local option sales tax cap from $1,600 to $3,200 to align with the state sales tax single article limit of $3,200.
- Support legislation that would amend the General Law Manager – Commission Charter that would permit a municipality to create fees that would offset the impact that growth has created in each municipality.
- Support legislation that would standardize all parts of the public records requests so that they are equal in nature, regardless of copied or inspected onsite.
- Support legislation that would permit a municipality to create a process in which owners of residential rental properties register said property with the city.
- Support legislation that would modernize the means by which public notices are advertised, including newspapers, websites, or approved third-party platforms.
- Oppose legislation that would require or allow for partisan municipal elections.
- Support legislation that would permit municipalities to utilize the "Design Build" procurement process as it relates to construction projects.
- Support legislation that will continue Public Chapter 1101, as it relates to adopted urban growth boundaries.

- Oppose legislation that would require the approval of a county legislative body before a municipality could annex territory that is within its Urban Growth Boundary.

- Oppose legislation that further limits a municipality's ability to annex property.

- Support legislation that would permit retirees under the Tennessee Consolidated Retirement System to return to work without penalty or having to stop retirement benefits when a municipality cannot recruit qualified individuals to a vacant position. Not to exceed thirty-six months.

- Oppose legislation that would prevent a municipality from increasing property taxes as the elected governing body deems necessary.

- Support legislation that would standardize the sale of public utilities as it relates to assets, fund balances, etc.

- Oppose legislative mandates that are not fully funded by the State of Tennessee in perpetuity.

- Oppose legislation that makes any changes to the current eminent domain laws of the State of Tennessee that would negatively impact local governments.

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

Passed this 11th day of December, 2025.

_____
MAYOR RUSTY TINNIN

_____
CITY RECORDER

APPROVED AS TO LEGALITY AND FORM:

_____
CITY ATTORNEY

AGENDA SUMMARY SHEET

Board of Commissioners
City of Goodlettsville

SUBJECT TITLE: RESOLUTION 25-1301 A resolution of the City of Goodlettsville Board of Commissioners recognizing and honoring Mr. Grady McNeal, Sr. for thirty-five years of loyal and dedicated service as a member of the Goodlettsville Planning Commission. **PRESENTED BY:** Tim Ellis, City Manager	**Agenda Item:** Resolution 25-1301 **Dept. of Origin:** Administration **For Agenda of:** December 11, 2025 **Originator:** Tim Ellis **Cost of Item:** N/A

AGENDA ITEM ATTACHMENTS:
Resolution 25-1301

SUMMARY STATEMENT:
A resolution of the City of Goodlettsville Board of Commissioners recognizing and honoring Mr. Grady McNeal, Sr. for thirty-five years of loyal and dedicated service as a member of the Goodlettsville Planning Commission.

FINANCIAL SUMMARY:
N/A

RECOMMENDED ACTION:
Staff recommends approval of Resolution 25-1301.

RESOLUTION NO. 25-1301

A RESOLUTION OF THE CITY OF GOODLETTSVILLE BOARD OF COMMISSIONERS RECOGNIZING AND HONORING MR. GRADY McNEAL, SR. FOR THIRTY-FIVE YEARS OF LOYAL AND DEDICATED SERVICE AS A MEMBER OF THE CITY OF GOODLETTSVILLE PLANNING COMMISSION

WHEREAS, the City of Goodlettsville Planning Commission plays a vital role in guiding the growth, development, and long-term vision of the City; and

WHEREAS, Mr. Grady McNeal, Sr. has faithfully served as a member of the City of Goodlettsville Planning Commission for thirty-five (35) years; and

WHEREAS, throughout his service, Mr. McNeal has consistently demonstrated dedication, integrity, sound judgment, and a deep commitment to the well-being of the community; and

WHEREAS, his leadership and contributions have significantly influenced the City's planning efforts, ensuring thoughtful land-use decisions and responsible stewardship of community resources; and

WHEREAS, the Board of Commissioners desires to formally recognize and honor Mr. McNeal for his exemplary service and longstanding commitment to the City of Goodlettsville and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF GOODLETTSVILLE BOARD OF COMMISSIONERS that the Board hereby recognizes and honors **Mr. Grady McNeal, Sr.** for thirty-five (35) years of loyal, dedicated, and distinguished service as a member of the City of Goodlettsville Planning Commission.

BE IT FURTHER RESOLVED that this Resolution be presented to Mr. McNeal with sincere appreciation and gratitude for his invaluable contributions to the City.

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

Passed this 11th day of December 2025.

_____
MAYOR RUSTY TINNIN

_____
CITY RECORDER

APPROVED AS TO LEGALITY AND FORM:

_____
CITY ATTORNEY

AGENDA SUMMARY SHEET

Board of Commissioners
City of Goodlettsville

SUBJECT TITLE: RESOLUTION 25-1302 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. **PRESENTED BY:** Tim Ellis, City Manager	**Agenda Item:** Resolution 25-1302 **Dept. of Origin:** Administration **For Agenda of:** December 11, 2025 **Originator:** Tim Ellis **Cost of Item:** Positive Impact

AGENDA ITEM ATTACHMENTS:
Resolution 25-1302

SUMMARY STATEMENT:
This resolution would declare certain property surplus to the needs of the City of Goodlettsville and calling for its disposal by trade-in or online auction or any other reasonable manner.

FINANCIAL SUMMARY:
There would be a positive fiscal impact to the city based on the sale of the surplus property.

RECOMMENDED ACTION:
Staff recommends approval of Resolution 25-1302.

RESOLUTION NO. 25-1302

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

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

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

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

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

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

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

Adopted: December 11, 2025

_____
MAYOR RUSTY TINNIN

_____
CITY RECORDER

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY

EXHIBIT 1 (RESOLUTION 25-1302)

Contex SD4450 44” width scanner

2019 Dodge Charger VIN- 2C3CDXAG9KH510159 x216
2017 Dodge Charger VIN- 2C3CDXAGXHH649435 x237
2017 Dodge Charger VIN- 2C3CDXAG3HH649437 x239
2012 Chev. Tahoe 2WD VIN- 1GNSCBE02CR253137 x250
2015 Dodge Ram PU VIN- 3C6RR7KT7FG564205 x273

AGENDA SUMMARY SHEET

Board of Commissioners
City of Goodlettsville

SUBJECT TITLE: RESOLUTION 25-1303 A resolution of the City of Goodlettsville Board of Commissioners approving an agreement with Community Development Partners, LLC. For administrative services associated to Local Parks and Recreation Fund grant. **PRESENTED BY:** Tim Ellis, City Manager	**Agenda Item:** Resolution 25-1303 **Dept. of Origin:** Administration **For Agenda of:** December 11, 2025 **Originator:** Tim Ellis **Cost of Item:** $65,000.00 50/50 Match

AGENDA ITEM ATTACHMENTS:
Resolution 25-1303

SUMMARY STATEMENT:
A resolution of the City of Goodlettsville Board of Commissioners approving an agreement with Community Development Partners, LLC. For administrative services associated to Local Parks and Recreation Fund grant.

FINANCIAL SUMMARY:
$65,000.00 50/50 Match
50% LPRF Grant Funds
50% General Fund – City's Match

RECOMMENDED ACTION:
Staff recommends approval of Resolution 25-1303.

RESOLUTION 25-1303

A RESOLUTION OF THE CITY OF GOODLETTSVILLE BOARD OF COMMISSIONERS APPROVING AN AGREEMENT WITH COMMUNITY DEVELOPMENT PARTNERS, LLC. FOR ADMINISTRATIVE SERVICES ASSOCIATED TO LOCAL PARKS AND RECREATION FUND GRANT.

WHEREAS, the City of Goodlettsville, Tennessee is applying for financial grant assistance as provided under the State of Tennessee's FY 2025 Parks and Recreation Program (LPRF); and

WHEREAS, the Board of Commissioners of the City of Goodlettsville find it in the City's best interest to secure the assistance of an experienced and qualified professional administrative management services firm to assist in preparing and administering the City's 2025 (LPRF) program; and

WHEREAS, in compliance with pertinent State regulations, the City has solicited and evaluated statements of qualifications of interested professional administrative assistance firms; and

WHEREAS, Community Development Partners, LLC has been chosen to assist in the administration of the project.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the City of Goodlettsville hereby selects Community Development Partners, LLC to provide assistance in the administration of the City's 2025 LPRF grant project in accordance with an agreement attached hereto and known as Exhibit I.

The City Manager is hereby authorized to sign any and all documents associated with the aforementioned agreement.

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

Passed this 11th day of December 2025.

_____
MAYOR RUSTY TINNIN

_____
CITY RECORDER

APPROVED AS TO LEGALITY AND FORM:

_____
CITY ATTORNEY

CONSULTING CONTRACT

between

Community Development Partners, LLC

and

Goodlettsville, Tennessee

THIS CONSULTING CONTRACT, effective on this the 16th day of December, 2025 by and between COMMUNITY DEVELOPMENT PARTNERS, LLC ("*CONSULTANT*") and GOODLETTSVILLE, TENNESSEE ("*CLIENT*"). This Contract pertains to the TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION LOCAL PARKS AND RECREATION FUND (TDEC-LPRF).

Whereas the *CLIENT* desires to engage the *CONSULTANT* to render professional administrative consulting services (professional services) and to advise the CLIENT on the CLIENT'S compliance with funding allocated under the Local Parks and Recreation Fund; and the *CONSULTANT* agrees to provide such professional advice to the CLIENT. Therefore, the *CLIENT* and the *CONSULTANT* do mutually agree as follows:

ARTICLE I – SCOPE of SERVICES for ADMINISTRATIVE CONSULTING ASSISTANCE

The *CONSULTANT* shall provide professional administrative services to the *CLIENT*, to assist the Client in complying with the LPRF, including, but not limited to, the activities described in Attachment A.

ARTICLE II – TIME for PERFORMANCE

The services to be provided shall commence upon execution of this Contract by both parties and will remain in effect until completion and closeout of TDEC-LPRF activities unless earlier terminated in writing by either party pursuant to Article V(a) or (b).

ARTICLE III – GENERAL PROVISIONS

a. **Personnel**: The *CONSULTANT* warrants that it has the professional personnel capable of performing the services as called for herein, in a satisfactory and proper manner, or will secure the services of such personnel as may be required to perform these services.

b. **Access to Materials**: The *CLIENT* agrees to make available to the *CONSULTANT* any documents, planning materials, or any other information in its possession or otherwise readily available which has a bearing on the TDEC-LPRF funding for the *CLIENT*, at no expense to the *CONSULTANT*.

ARTICLE IV – COMPENSATION and METHOD of PAYMENT

For services rendered under this Contract, the *CLIENT* agrees to pay the *CONSULTANT* for all costs, both direct and indirect, attributable to the services rendered (as described in ARTICLE I of this Contract). Such payment shall be due upon the presentation of periodic invoices certifying such amounts are due and payable. The total amount to be paid under this section for services and costs shall be Sixty-Five Thousand Dollars ($65,000.00).

ARTICLE V – TERMS and CONDITIONS

a. **Termination of Contract for Cause/Breach of Contract**: If either party fails to fulfill in a timely and proper manner its obligations under this Contract, or if a party breaches any of the covenants, agreements, or stipulations of this Contract, the non-breaching party shall thereupon have the right to terminate this Contract only if such breach is not cured within ten (10) days from receipt of written notice from the non-breaching party to the breaching party of such breach. In such an event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the *CONSULTANT* under this Contract shall, at the option of the *CLIENT,* become the CLIENT's property, and the *CONSULTANT* shall be entitled to receive compensation for any work completed on such documents or material or otherwise through the date of termination.

b. **Termination for Convenience**: The *CLIENT* or *CONSULTANT* may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof at least fifteen (15) days prior to the effective date of such termination. In such case, all finished or unfinished documents and other materials as described in the above clause, shall, at the discretion of the *CLIENT*, become CLIENT'S property.

   If the Contract is terminated by the *CLIENT* as provided herein, the *CONSULTANT* shall be entitled to receive compensation for any work completed on such documents and materials or otherwise through the date of termination. The *CONSULTANT* shall also be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses not otherwise reimbursed under this Contract, that have been incurred by the *CONSULTANT* during the Contract period and are directly attributable to the uncompleted portion of the services covered by this Contract.

c. **Changes**: The *CLIENT* may periodically request changes of the *CONSULTANT* in the Scope of Services to be performed hereunder. Such changes, or renegotiation, including any increase or decrease in the amount of the *CONSULTANT's* compensation mutually agreed upon by and between the *CLIENT* and the *CONSULTANT*, shall be incorporated in written Amendments to this Contract. The Contract can be extended under mutually agreed provisions through a written Amendment to this document.

d. **Assignability**: The *CONSULTANT* shall not assign any interest on this Contract and shall not transfer any interest in the same without the prior written consent of the *CLIENT*, provided, however, that claims for money by the *CONSULTANT* from the *CLIENT* under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be promptly furnished to the *CLIENT*.

e. **Confidentiality**: All of the reports, information, data, etc., given to, prepared, or assembled by the *CONSULTANT* under this Contract are confidential, and the *CONSULTANT* agrees that they shall not be made available to any individual or organization without the prior written approval of the *CLIENT,* subject to applicable legal requirements.

f. **Publication, Reproduction and Use of Material**: No material produced in whole or in part under this Contract shall be subject to copyright by or on behalf of the *CONSULTANT* in the United States or in any other country. The *CLIENT* shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract.

ARTICLE VI – COMPLIANCE with APPLICABLE LAWS and REGULATIONS

a. The CONSULTANT shall comply with applicable laws, ordinances and codes of the U.S. Government, the State of Tennessee, and the local government(s).

b. **Audits and Inspection/Access to Records/Record Retention**:

(1) At any time during normal business hours, the CONSULTANT shall make records with respect to matters covered by this Contract available to the CLIENT for examination.

(2) The CONSULTANT shall retain all, documents, papers, and records which are directly pertinent to this Contract for a period of Five (5) years following completion of the contracted work and expiration of the Contract, unless written permission to destroy them is granted by the CLIENT.

c. **Title VI Civil Rights Act of 1964**: Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

The *CONSULTANT* shall be in compliance with the *CLIENT's* Title VI policy of non-discrimination on the basis of race, color, national origin, age, sex, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, or activities.

d. **The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.)**: This act prohibits discrimination in housing based on race, color, religion, national origin, sex, familial status, or disability.

e. **Interest of Members of the *CLIENT* and Other Local Public Officials**: No officer, member, or employee of the *CLIENT;* no member of the local governing body; and no other public official of the governing body of the locality or localities in which the project is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof. The *CLIENT* shall take appropriate steps to assure compliance.

f. **Interest of the *CONSULTANT***: The *CONSULTANT* covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The *CONSULTANT* further covenants that in the performance of this Contract, no person having any such interest shall be employed.

g. **Officials Not to Benefit**: No members of or delegate to the Congress of the United States of America, and no Resident Commissioner, shall be admitted to any share or part hereof, or to any benefit to arise here from.

h. **Section 504 of the Rehabilitation Act of 1973, as amended**:
The *CONSULTANT* will not discriminate against any employee or applicant for employment because of physical or mental handicap regarding any position for which the employee or applicant for employment is qualified. The CONSULTANT agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified

handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to this Act.

i. **Title II of the Americans with Disabilities Act of 1990, as amended**: This act prohibits discrimination based on disability under programs, activities, and services provided or made available by state and local governments, instrumentalities, or agencies thereto.

j. **Age Discrimination Act of 1975 (Applicable to Contracts of $2,000 or greater)**: No persons in the United States, based on age, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in receiving Federal financial assistance.

ARTICLE VII – ADDITIONAL SERVICES OF CONSULTANT

If authorized in writing by the *CLIENT,* the *CONSULTANT* shall furnish additional services which are not part of the services described in Attachment A. Under this Contract, all fees and costs for additional services will be negotiated as to activities and compensation. Upon mutual agreement between the *CLIENT* and the *CONSULTANT*, and written authorization from the *CLIENT* to proceed, the *CONSULTANT* will provide the additional service(s).

ARTICLE VIII – INDEPENDENT CONTRACTOR

CONSULTANT is an independent contractor of the CLIENT, and this Contract shall not be construed to create any associate, partnership, joint venture, employment, or agency relationship between the CONSULTANT and the CLIENT for any purpose. The CONSULTANT shall have no authority (and shall not hold itself out as having authority) to bind the CLIENT.

ARTICLE IX – MUTUAL INDEMNIFICATION

To the extent permitted by applicable law, each party (as "Indemnifying Party") shall indemnify, hold harmless, and defend the other party and its officers, directors, employees, agents, affiliates, and assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, claims, actions, judgments, penalties, fines, costs, or expenses of whatever kind, including professional fees and attorneys' fees, that are incurred by Indemnified Party arising out of any breach of any representation, warranty, or covenant made under this Agreement by Indemnifying Party.

IN WITNESS WHEREOF, the *CLIENT* and the CONSULTANT have caused this Contract to be executed by their duly authorized officers and effective on this date first above written.

City of Goodlettsville

Mayor	12/16/25 Date

Attest:

Community Development Partners, LLC

President	12/16/25 Date

Attest:

ATTACHMENT A

1. **CONTINUOUS PROJECT ADMINISTRATION -** The CONSULTANT will be responsible for the on-going project management of the project. The CONSULTANT shall be paid a total of SIXTY-FIVE THOUSAND DOLLARS ($65,000.00) to be invoiced periodically throughout the duration of the project based on the percentage of completion of the project. Service to be provided shall include:

    a. Project Management
    b. Project File Set-up
    c. Regulatory compliance pertaining to the LPRF Project as directed by the Tennessee Department of Environment and Conservation
    d. Preparation of pay requests
    e. Project Close-out

2. **LOCAL COORDINATION -** The CONSULTANT shall not be responsible for the local coordination of force account or in-kind services. The CLIENT shall be responsible for the local coordination.

3. **ADDITIONAL SERVICES -** Should the CLIENT request additional services from the CONSULTANT, the CONSULTANT will charge the CLIENT at the hourly rate of the employee performing the work times a 1.4 overhead factor plus expenses.

AGENDA SUMMARY SHEET

Board of Commissioners
City of Goodlettsville

SUBJECT TITLE: RESOLUTION 25-1304 A resolution of the City of Goodlettsville Board of Commissioners approving an agreement with Kimley-Horn and Associates, Incorporated for engineering services associated with a Local Parks and Recreation Fund Grant and traffic flow improvements at Moss-Wright Park. **PRESENTED BY:** Tim Ellis, City Manager	**Agenda Item:** Resolution 25-1304 **Dept. of Origin:** Administration **For Agenda of:** December 11, 2025 **Originator:** Tim Ellis **Cost of Item:** $237,800 50/50 Match

AGENDA ITEM ATTACHMENTS:
Resolution 25-1304

SUMMARY STATEMENT:
A resolution of the City of Goodlettsville Board of Commissioners approving an agreement with Kimley-Horn and Associates, Incorporated for engineering services associated with a Local Parks and Recreation Fund Grant and traffic flow improvements at Moss-Wright Park.

FINANCIAL SUMMARY:
$237,800 50/50 Match
50% LPRF Grant Funds
50% General Fund – City's Match

RECOMMENDED ACTION:
Staff recommends approval of Resolution 25-1304.

RESOLUTION 25- 1304

A RESOLUTION OF THE CITY OF GOODLETTSVILLE BOARD OF COMMISSIONERS APPROVING AN AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INCORPORATED FOR ENGINEERING SERVICES ASSOCIATED WITH A LOCAL PARKS AND RECREATION FUND GRANT AND TRAFFIC FLOW IMPROVEMENTS AT MOSS-WRIGHT PARK.

WHEREAS, the City of Goodlettsville, Tennessee, is applying for financial grant assistance as provided under the State of Tennessee's FY 2025 Parks and Recreation Program (LPRF); and

WHEREAS, the Board of Commissioners of the City of Goodlettsville finds it in the City's best interest to secure the assistance of an experienced and qualified engineering firm to assist in the preparation and implementation of the City's 2025 LPRF program; and

WHEREAS, in compliance with pertinent State regulations, the City has solicited and evaluated statements of qualifications of interested professional engineering firms; and

WHEREAS, the City of Goodlettsville has determined that Kimley Horn. has the most appropriate experience, background, and qualifications to provide said services; and

WHEREAS. Kimley-Horn will assist in the engineering design and implementation of the project.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the City of Goodlettsville hereby select Kimley-Horn and Associates, Incorporated to provide engineering services in the design of the City's 2025 LPRF grant project in accordance to an agreement attached hereto and known as Exhibit I.

The City Manager is hereby authorized to sign any and all documents associated with the aforementioned agreement.

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

Passed this 11th day of December 2025.

_____
MAYOR RUSTY TINNIN

_____
CITY RECORDER

APPROVED AS TO LEGALITY AND FORM:

_____
CITY ATTORNEY

Kimley»Horn

Start Date: December 15, 2025
End Date: December 1, 2028

Mrs. Sarah Jennings, CPRP
Director of Parks & Recreation
City of Goodlettsville
200 Memorial Drive
Goodlettsville, Tennessee 37072

Re: Letter Agreement for Professional Services for Moss-Wright Park Improvements – Goodlettsville, Tennessee

Dear Mrs. Jennings:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this Letter Agreement (the "Agreement") to City of Goodlettsville ("Client") for providing professional consulting services for the above referenced project.

Project Understanding

The Goodlettsville Parks and Recreation Department received a Local Parks and Recreation Fund (LPRF) grant to provide roadway improvements and a greenway connector at Moss-Wright Park. As shown in Exhibit A - Project Scope, we will design a new roundabout between the football and baseball fields and repurpose existing pavement for better vehicular circulation and parking. We will also design approximately 4,000 linear feet of 8' wide greenway connector along the north side of the park as well as west of the baseball complex. This scope and fee assumed an at-grade greenway with no ramps or switchbacks will be needed. Finally, ADA parking improvements and wayfinding signage will be provided in the design drawings. The City will be required to provide stamped construction drawings for these improvements to TDEC for approval in compliance with the grant funding prior to construction.

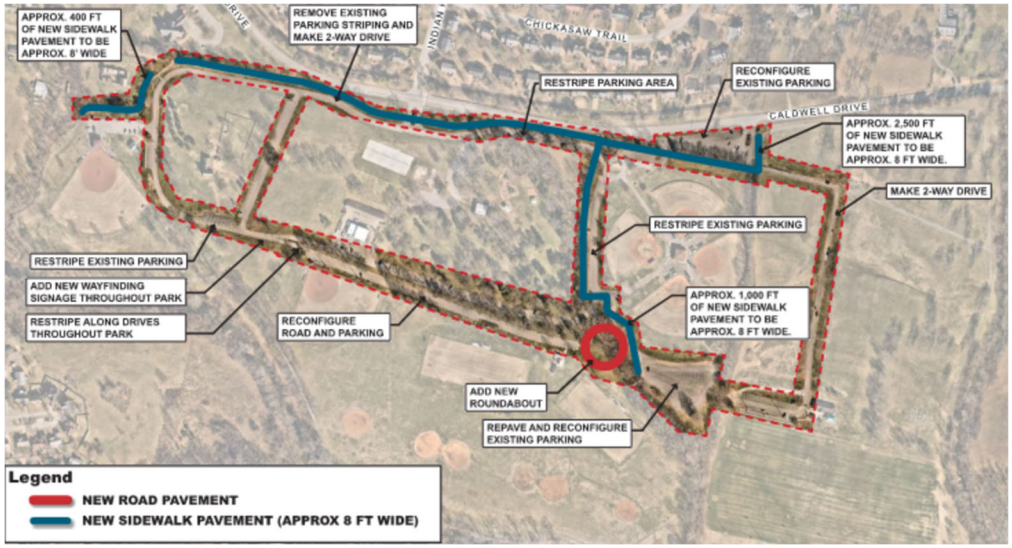


Exhibit A – Project Scope

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1 – Project Management and Meetings
This task will consist of general project management, administrative, and accounting activities for the project. Coordination activities will consist of preparing and distributing project correspondence, scheduling of meetings, and discussion of project elements with the Client throughout the process.

Task 1.1 – Kickoff Meeting and Site Visit
Kimley-Horn will facilitate one (1) project kickoff meeting with staff to discuss the vision and goals for the project as well as any other key issues consisting of a project schedule, identifying key stakeholders, and other pertinent information to this project. General notes and topics of discussion will be documented in meeting minutes. This meeting will also consist of a site visit.

Task 1.2 – Meetings
Kimley-Horn will attend up to three (3) additional in-person meetings during the design process and grant contract to discuss updates, design progress, and other pertinent items.

Task 2 – Existing Conditions Survey
Task 2.1 – Topographic Survey
Kimley-Horn through its subcontractor will survey the area outlined in red in Exhibit A in order to produce an existing conditions survey for the site. This survey will consist of all visible physical assets, topographic contours at one (1) foot intervals, roadway assets, and parking lot striping. The utilities assets will consist of overhead wires, poles and guy anchors, storm drains, and manholes.

All survey data will be delivered in Tennessee State Plane 4100, NAD83, USFT using GEOID18. Vertical datum will be delivered in NAVD 88. The survey results will meet or exceed Category 1 minimum standards as defined in 0820-03-.05 Accuracy of Surveys of the Tennessee State Board of Examiners Standard of Practice.

Task 2.2 – Partial Boundary Survey
Kimley-Horn through its subcontractor will survey the location of physical boundary evidence for the northern property line adjacent to Caldwell Drive and will determine the relationship of the descriptions in record documents found. A map or plat depicting the subject property boundaries as verified will be provided.

Task 3 – Schematic Site Plan
Kimley-Horn will prepare a schematic site plan illustrating the proposed preliminary improvements for the Client review. It is anticipated this drawing will be full size and delivered to the client in PDF format. Up to one (1) round of edits to the schematic site plan will be made as part of this task.

Task 4 – Preliminary Plans
Kimley-Horn will prepare a set of preliminary construction plans for the site design. It is anticipated this set of plans will consist of the following sheets:

- Cover Sheet – This sheet will contain relevant project/contact information.
- Existing Conditions Plan – This sheet will contain the limited existing conditions from the site survey.
- Demolition Plan – This sheet will contain proposed limits of demolition areas necessary for the construction of the proposed improvements.
- Site Layout Plan – These sheets will contain a site plan showing the locations of the proposed roadway renovations and new greenway layout.
- Site Details – Construction detail sheets will show typical sections for the proposed improvement designs as deemed necessary to clarify design intent.
- Signing and Striping Plan – These sheets will show the proposed roadway markings and vehicular signage for the project.
- Grading and Drainage Plan – This sheet will consist of proposed contours, key spot grades, required stormwater infrastructure improvements, and limits of disturbance. This scope assumes that the project requires limited balancing cut/fill in the floodplain on site.

Task 5 – Final Plans
After receiving one comprehensive list of revisions from the Client, Kimley-Horn will prepare the final construction plan sheets listed in Task 4 above. Kimley-Horn will also produce the following sheets and incorporate them into the final construction plans.

- General Notes – This sheet will contain notes related to contractor responsibilities, and coordination requirements during construction.
- Erosion Prevention and Sediment Control Plans and Details – These sheets will show temporary erosion control measures, consisting of tree protection fence, construction fence, silt fence, diversions, and contractor access points as necessary. This scope assumes three (3) phases of EPSC.
- Construction Details – These sheets will show the construction details for the project.
- Wayfinding Signage Locations and Details – These sheets will depict the proposed locations of the vehicular wayfinding signage as well as one (1) sign detail noting size and materials.

Up to one (1) round of edits will be made to the final plan set prior to putting out to bid for construction.

Kimley-Horn will provide technical specifications as necessary for site work, site preparation, site demo, concrete, and asphalt.

Task 6 – TDEC Permitting
Task 6.1 – SWPPP
Kimley-Horn will prepare a site-specific Storm Water Pollution Prevention Plan (SWPPP) and Notice of Intent (NOI) for coverage under the State of Tennessee's NPDES Construction General Permit. The SWPPP will consist of a three-phase erosion prevention and sediment control plan and other applicable

erosion prevention and sediment control Best Management Practices (BMPs) for the site according to the Tennessee Erosion and Sediment Control Handbook. The Client will be responsible for paying all necessary permit and application fees. Kimley-Horn will submit the NOI to the local TDEC environmental field office for review and coverage under the NPDES Construction General Permit. Kimley-Horn will address one round of comments from TDEC and resubmit plans for approval.

Task 6.2 – ARAP
It is assumed that two (2) general Aquatic Resource Alteration Permits (ARAP) will be required for this project. Kimley-Horn will prepare a site-specific ARAP submittal package for submittal to the TDEC. Consultant will submit the ARAP application package to the local TDEC environmental field office for review. Kimley-Horn will address one round of comments from TDEC and resubmit the ARAP application package for approval.

It is assumed that additional environmental permits through TDEC or the US Army Corps of engineers will not be required for this project. Should additional permits be required they can be provided as an additional service.

Task 7 – Bid Phase Services
Task 7.1 – Bid Book
Kimley-Horn will prepare a bid book that will consist of request for proposals, contract documents, bid forms, required special provisions per Client requirements, and technical specifications directly related to scope of work in the plans. The Client will be responsible for advertising the bid and providing bid documents to interested bidders. This scope assumes one (1) bid and additional bids can be provided under Additional Services.

Task 7.2 – Bid Advertisement
Kimley-Horn will prepare a one (1) page bid advertisement for the Client to post.

Task 7.3 – Requests for Information (RFI)
Kimley-Horn will respond to one (1) consolidated list of questions that arise during the bidding process and issue a statement of clarification or bid addendum as appropriate.

Task 7.4 – Bid Tabulations
Kimley-Horn will tabulate the bids received and evaluate general compliance of bids with the bidding documents in combination with City staff and grant administration staff. Kimley-Horn will provide a summary of this tabulation and evaluation. Kimley-Horn will prepare a draft award recommendation letter for review by the City.

Task 8 – Limited Construction Administration
Task 8.1 – Construction Kickoff Meeting
Kimley-Horn will attend a construction kickoff meeting with the selected contractor and City to discuss project schedule and important items.

Task 8.2 – Construction Site Visits
One (1) Kimley-Horn staff person will attend up to six (6) site visits during the construction duration of the project.

Additional site visits beyond those listed above will be made up the Client's request but will be billed as an Additional Service and are not part of the base scope of services.

Such visits and observations by Consultant are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment. Based on information obtained during such visits and such observations, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the Work by writing a brief description of the site visit and forwarding it, along with photographs, if applicable, to the Client.

The purpose of Consultant's site visits will be to enable Consultant to better carry out the duties and responsibilities specifically assigned in this Agreement to Consultant, and to provide Client a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Consultant shall not have the authority to stop the Contractor's work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

Task 8.3 – Pay applications
Based on its observations and on review of applications for payment and supporting documentation, Kimley-Horn will recommend amounts that Contractor be paid for up to twelve (12) pay applications assuming a twelve (12) month construction schedule. Recommendations will be based on Consultant's knowledge, information and belief, and will state whether in Consultant's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. Consultant's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.

Task 8.4 – Shop Drawings and Clarifications
Kimley-Horn will review up to ten (10) shop drawings and Requests for Information (RFI) clarifications which Contractor is required to submit, but only for general conformance with the Contract Documents. Such review and any action taken in response will not extend to means, methods, techniques,

equipment choice and usage, schedules, or procedures of construction or to related safety programs. Any action in response to a shop drawing will not constitute a change in the Contract Documents, which can be changed only through the Change Orders.

Task 9 – Additional Services
Any services not specifically provided for in the above scope, as well as any changes in the scope the City requests, will be considered Additional Services and will be performed at our then current hourly rates. Additional Services Kimley-Horn can provide include, but are not limited to, the following:

- Grant administration services
- Geotechnical studies or analysis
- Additional meetings beyond those outlined in the above scope
- Additional design beyond the scope that is outlined above
- Additional revisions beyond the scope that is outlined above
- Additional site visits beyond those outlined in the above scope
- Opinion of Probable Construction Cost
- Stormwater Management Report
- Retaining walls
- Structural engineering
- Utility design
- Site lighting design
- Landscape plan
- Irrigation design
- Permitting beyond the scope that is outlined above
- Bid phase services beyond those listed above
- Construction Phase Services beyond that listed above
- Others as requested by the Client

Schedule

We will provide our services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule that meets the TDEC grant schedule requirements.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1-8 for the total lump sum fee below including expenses. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1 Project Management and Meetings	$16,200
Task 2 Existing Conditions Survey	$38,900
Task 3 Schematic Site Plan	$15,800

Task 4 Preliminary Plans	$68,600
Task 5 Final Plans	$49,300
Task 6 TDEC Permitting	$ 9,200
Task 7 Bid Phase Services	$15,600
Task 8 Limited Construction Administration	$24,200
Project Total	$237,800

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to the City of Goodlettsville, Tennessee.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

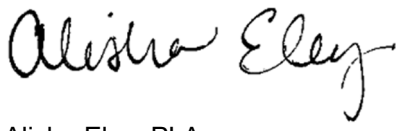
____ Please email all invoices to _____

____ Please copy _____

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



Alisha Eley, PLA
Project Manager

CITY OF GOODLETTSVILLE, TENNESSEE

SIGNED: _____

PRINTED NAME: _____

TITLE:_____

DATE: _____

Attachment – Standard Provisions

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

2) **Client's Responsibilities**. In addition to other responsibilities herein or imposed by law, the Client shall:
   a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
   b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
   c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
   d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
   e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
   f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
   g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
   h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.

3) **Period of Services**. Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.

4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
   a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
   b. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
   c. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
   d. If Kimley-Horn initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.
   e. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.

5) **Use of Documents.** All documents and data prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's documents, or any reuse of the documents without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless

from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by Kimley-Horn, the hardcopy shall govern.

6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at https://www.kimley-horn.com/khts-software-license-agreement ("the License Agreement") which terms are incorporated herein by reference.

7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.

9) **Standard of Care.** The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.

10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by Kimley-Horn under this Agreement or $50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.

11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

12) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

13) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn

shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.

14) Dispute Resolution. All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

15) Hazardous Substances and Conditions. Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.

16) Construction Phase Services.

a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.

17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

18) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.

19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

AGENDA SUMMARY SHEET

Board of Commissioners
City of Goodlettsville

SUBJECT TITLE: RESOLUTION 25-1305 A resolution of the City of Goodlettsville Board of Commissioners acknowledging the approval of the Comprehensive Land Use Plan by the City of Goodlettsville Planning Commission and confirming that all current zoning districts shall remain in effect. **PRESENTED BY:** Tim Ellis, City Manager	**Agenda Item:** Resolution 25-1305 **Dept. of Origin:** Administration **For Agenda of:** December 11, 2025 **Originator:** Addam McCormick **Cost of Item:** N/A

AGENDA ITEM ATTACHMENTS:
Resolution 25-1305

SUMMARY STATEMENT:
A resolution of the City of Goodlettsville Board of Commissioners acknowledging the approval of the Comprehensive Land Use Plan by the City of Goodlettsville Planning Commission and confirming that all current zoning districts shall remain in effect.

FINANCIAL SUMMARY:
N/A

RECOMMENDED ACTION:
Staff recommends approval of Resolution 25-1305.

RESOLUTION NO. 25-1305

A RESOLUTION OF THE CITY OF GOODLETTSVILLE BOARD OF COMMISSIONERS ACKNOWLEDGING THE APPROVAL OF THE COMPREHENSIVE LAND USE PLAN BY THE CITY OF GOODLETTSVILLE PLANNING COMMISSION AND CONFIRMING THAT ALL CURRENT ZONING DISTRICTS SHALL REMAIN IN EFFECT

WHEREAS, the City of Goodlettsville has undertaken the development of a Comprehensive Land Use Plan to guide future growth, development, and land use decisions within the City; and

WHEREAS, the City of Goodlettsville Planning Commission, following appropriate review, consideration, and public engagement, approved the Comprehensive Land Use Plan on December 1, 2025; and

WHEREAS, the Board of Commissioners recognizes the importance of the Comprehensive Land Use Plan as a policy document intended to provide direction for long-term planning and community development; and

WHEREAS, the Board of Commissioners further acknowledges that the adoption or approval of a Comprehensive Land Use Plan does not amend, replace, or supersede the City's existing zoning map or zoning ordinances; and

WHEREAS, it is the intent of the Board of Commissioners to affirm that all current zoning districts, as formally adopted by ordinance, shall remain in full force and effect unless and until amended in accordance with applicable laws and procedures.

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

SECTION 1. The Board of Commissioners hereby formally acknowledges the approval of the Comprehensive Land Use Plan by the City of Goodlettsville Planning Commission on December 1, 2025.

SECTION 2. The Board of Commissioners affirms and declares that all current zoning districts within the City of Goodlettsville shall remain in effect and unchanged by virtue of the Planning Commission's approval of the Comprehensive Land Use Plan.

SECTION 3. This Resolution shall take effect immediately upon its passage, the public welfare requiring it.

Passed this 11th day of December 2025.

_____
MAYOR RUSTY TINNIN

_____
CITY RECORDER

APPROVED AS TO LEGALITY AND FORM:

_____
CITY ATTORNEY

AGENDA SUMMARY SHEET

Board of Commissioners
City of Goodlettsville

SUBJECT TITLE: RESOLUTION 25-1306 A resolution of the Board of Commissioners of the City of Goodlettsville, Tennessee, requesting the City's State of Tennessee Legislative Delegation introduce, sponsor, and support legislation authorizing the creation of a specialty earmarked license plate for the City of Goodlettsville in partnership with a qualifying non-profit organization, in accordance with Tennessee Code Annotated, Title 55, Chapter 4, Part 3. **PRESENTED BY:** Tim Ellis, City Manager	**Agenda Item:** Resolution 25-1306 **Dept. of Origin:** Administration **For Agenda of:** December 11, 2025 **Originator:** Tim Ellis **Cost of Item:** N/A

AGENDA ITEM ATTACHMENTS:
Resolution 25-1306

SUMMARY STATEMENT:
A resolution of the Board of Commissioners of the City of Goodlettsville, Tennessee, requesting the City's State of Tennessee Legislative Delegation introduce, sponsor, and support legislation authorizing the creation of a specialty earmarked license plate for the City of Goodlettsville in partnership with a qualifying non-profit organization, in accordance with Tennessee Code Annotated, Title 55, Chapter 4, Part 3.

FINANCIAL SUMMARY:
N/A

RECOMMENDED ACTION:
Staff recommends approval of Resolution 25-1306.

RESOLUTION 25-1306

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE, REQUESTING THE CITY'S STATE OF TENNESSEE LEGISLATIVE DELEGATION INTRODUCE, SPONSOR, AND SUPPORT LEGISLATION AUTHORIZING THE CREATION OF A SPECIALTY EARMARKED LICENSE PLATE FOR THE CITY OF GOODLETTSVILLE IN PARTNERSHIP WITH A QUALIFYING NON-PROFIT ORGANIZATION, IN ACCORDANCE WITH TENNESSEE CODE ANNOTATED, TITLE 55, CHAPTER 4, PART 3.

WHEREAS, the City of Goodlettsville, Tennessee, seeks opportunities to promote community identity, support local initiatives, and partner with organizations that enhance the quality of life for residents and visitors; and

WHEREAS, Tennessee Code Annotated, Title 55, Chapter 4, Part 3, provides a process through which local governments, in partnership with a qualified non-profit agency, may seek authorization for the creation of a specialty earmarked license plate; and

WHEREAS, a specialty license plate for the City of Goodlettsville would serve to promote civic pride, increase statewide visibility, and generate financial support for designated programs benefiting the community; and

WHEREAS, such authorization requires legislative action by the Tennessee General Assembly; and

WHEREAS, the support of the City of Goodlettsville's State Legislative Delegation is essential for the introduction and passage of the necessary enabling legislation.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE, that the City respectfully requests its State of Tennessee Legislative Delegation to introduce, sponsor, and support legislation authorizing the creation of a specialty earmarked license plate representing the City of Goodlettsville, in partnership with an eligible non-profit agency, pursuant to Tennessee Code Annotated, Title 55, Chapter 4, Part 3.

BE IT FURTHER RESOLVED, that the City Manager, City Recorder, and other appropriate officials are authorized to take all necessary steps to communicate this request and provide any supporting documentation needed for consideration by the Tennessee General Assembly.

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately upon its adoption, the public welfare requiring it.

Passed this 11th day of December 2025.

_____

MAYOR RUSTY TINNIN

_____

CITY RECORDER

APPROVED AS TO LEGALITY AND FORM:

_____

CITY ATTORNEY

AGENDA SUMMARY SHEET

Board of Commissioners
City of Goodlettsville

SUBJECT TITLE: RESOLUTION 25-1307 A resolution approving an agreement between American Facility Services and the City of Goodlettsville, Tennessee as it relates to cleaning services at City facilities. **PRESENTED BY:** Tim Ellis, City Manager	**Agenda Item:** Resolution 25-1307 **Dept. of Origin:** Administration **For Agenda of:** December 11, 2025 **Originator:** Tim Ellis **Cost of Item:** See Below

AGENDA ITEM ATTACHMENTS:
Resolution 25-1307
Contract

SUMMARY STATEMENT:
A resolution approving an agreement between American Facility Services and the City of Goodlettsville, Tennessee as it relates to cleaning services at City facilities.

FINANCIAL SUMMARY:
Year ONE (January 1, 2026-December 31, 2026) Total: $54,780.00
Year TWO (January 1, 2027-December 31, 2027) Total $55,875.00

RECOMMENDED ACTION:
Staff recommends approval of Resolution 25-1307.

RESOLUTION NO. 25-1307

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN AMERICAN FACILITY SERVICES, INCORPORATED AND THE CITY OF GOODLETTSVILLE AS IT RELATES TO CLEANING SERVICES OF CITY FACILITIES.

WHEREAS, the City of Goodlettsville strives to operate in high quality, efficient manner; and,

WHEREAS, the cleaning of city facilities was recently evaluated as to its frequency and cost through a managed competition process; and,

WHEREAS, it has been determined that contracting for cleaning services will better serve the city facilities, as well as, creating a cost savings.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE THAT AN AGREEMENT WITH AMERICAN FACILITY SERVICES AND THE CITY OF GOODLETTSVILLE AS IT RELATES TO CLEANING SERVICES OF CITY FACILITIES AND SAID AGREEMENT IS ATTACHED HERETO AS EXHIBIT I.

BE IT FURTHER RESOLVED THAT THE CITY MANAGER IS HEREBY AUTHORIZED TO SIGN ALL PERTINENT AGREEMENTS AND CONTRACTS ASSOCIATED WITH SAID SERVICES.

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

Adopted: December 11, 2025

_____
MAYOR RUSTY TINNIN

_____
CITY RECORDER
APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY

JANITORIAL CONTRACT
City of Goodlettsville

This Contract is entered into this **11th day of December, 2025**, by and between the **City of Goodlettsville, Tennessee**, a municipal corporation (hereinafter called the "City") and **American Facility Services** (hereinafter called the "Contractor").

Contract Amount:
Year ONE (January 1, 2026-December 31, 2026) Total: $54,780.00
Year TWO (January 1, 2027-December 31, 2027) Total: $55,875

WITNESSETH

In consideration of the mutual promises of the parties hereto, they do agree as follows:

Article 1 – Scope of this Contract

The Contractor shall furnish all labor, equipment, materials, and supplies necessary to perform janitorial services for the City's facilities as described in the bid submitted by the Contractor, in strict accordance with the terms and provisions of this Contract and the specifications issued by the City.

Article 2 – Contract Documents

The Contract Documents incorporated herein by reference include but are not limited to:
a. Invitation to Bid
b. Bid Instructions and Requirements
c. Bid Submittal/Proposal Form
d. General Specifications and Plans of the City of Goodlettsville (if applicable)
e. Any supplemental specifications, including Title VI Compliance and Appendices A–E
f. This Contract instrument
g. Any addenda or modifications agreed upon in writing by both parties

Article 3 – Changes

A. The City may order changes in the scope of services by written notice. If such changes increase or decrease the cost or time for performance, an equitable adjustment shall be made and the Contract modified accordingly.
B. The Contractor shall notify the City immediately of any unforeseen conditions materially differing from those stated in the specifications before proceeding. If verified, the Contract shall be modified to reflect changes in cost or schedule.
C. No extra work or costs shall be authorized without prior written approval from the City.

Article 4 – Inspections and Acceptance

All services performed shall be subject to inspection and approval by the City at any time. Defective work shall be corrected at no cost to the City. Failure to correct such defects within three (3) days after notice shall allow the City to undertake corrective work and charge the Contractor accordingly. The City may terminate the Contract if work is not remedied satisfactorily.

Article 5 – Contractor Responsibilities and Site Visits

The Contractor represents that it has inspected all sites prior to entering into this Contract and has fully informed itself of the scope, difficulties, and requirements to properly perform the services.

Article 6 – Delays and Termination for Cause

The Contractor shall perform services diligently and on schedule. Failure to meet schedule or repeated complaints may result in termination of the Contract by the City after written notice.

Article 7 – Payment

The City agrees to pay the Contractor as per the submitted bid and upon satisfactory completion of work. The Contractor shall submit invoices no more than twice monthly, with payment due within 30 days of invoice approval.

Article 8 – Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the City from any claims, damages, losses, or expenses (including attorney’s fees) arising from the Contractor’s acts or omissions in performance of this Contract, except where caused by the City’s negligence.

Article 9 – Insurance

The Contractor shall comply with the laws of the State of Tennessee regarding employment and payment of employees and shall maintain insurance satisfactory to the City to protect both the Contractor and the Owner from claims under Worker's Compensation acts and from any other demands for personal injury, including death or property damage, which may arise from operations under this Contract, whether such operations be by the Contractor or any subcontractor or anyone directly or indirectly employed by either of them. Before commencement of work hereunder, a certificate of such insurance shall be filed with the Public Services Department and shall be subject to approval for adequacy for protection.

The amounts of such insurance shall be as follows:

- General Liability in an amount not less than one million dollars ($1,000,000.00) per occurrence.
- Workman's Compensation insurance minimums as required by law.

The Contractor may purchase, at its own expense, such additional or other insurance protection, as deemed necessary. Maintenance of the required minimum insurance protection does not relieve the Contractor of responsibility for any losses not covered by the above-listed policies.

Article 10 – Compliance with Laws

The Contractor shall comply with all applicable federal, state, and local laws, regulations, and ordinances.

Article 11 – Licensing and Authorization

The Contractor warrants that it is properly licensed and authorized to conduct business in the State of Tennessee. The individuals executing this Contract on behalf of the Contractor are authorized to bind the company.

Article 12 – Subcontracting

The Contractor shall not subcontract any part of the work without prior written consent from the City. The Contractor shall remain fully responsible for the acts and omissions of any approved subcontractors.

Article 13 – Term and Termination

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner the obligations under this Contractor, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof.
Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damage sustained by the City by virtue of any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

Article 14 – Execution

This Contract may be executed in counterparts; each deemed an original. Electronic or facsimile signatures shall be considered as valid as originals.

Article 15 – Miscellaneous Specifications

Cleaning Areas

SERVICE AREAS	FREQUENCY	DAY OF WEEK	NUMER OF STAFF ASSIGNED (INCLUDING SUPERVISOR)	UNIT PRICE
City Hall – 105 S Main Street	Daily	Mon-Fri	2	$1625.00
Community Development	2 x per week	Tue & Fri	1.5	$520.00
Fire Department (admin side only)	2 x per week	Tue & Fri	1.5	$495.00
Public Works	2 x per week	Tue & Fri	1.5	$525.00
Sewer House	1 x per week	Fri	1	$410.00
Lynn Hicks Building (includes workout room)	2 x per week	Mon & Wed	1	$440.00
Visitor Center – 705 Caldwell Drive	3 x per week	Mon, Wed, & Fri	2	$550.00

Daily required cleaning:

General Office:

1. All trash receptacles will be emptied, wipe clean as needed and trash removed to dumpster area.
2. Clean and disinfect drinking fountains.
3. Wipe clean conference room tables and properly arrange chairs.
4. Spot clean partition glass as needed.
5. Vacuum traffic areas of carpeting.
6. Sweep all hard surface floors.
7. Mop all hard surface floors.
8. Clean entrance area door glass.

Kitchen Areas:

1. Wipe clean tables, chairs, sink counters, and exterior of cabinets in kitchen.
2. Wipe clean exterior of all countertops appliances in kitchen with disinfect, including the interior of microwaves, refrigerator doors and vending machine touch points.
3. Wipe down coffee machines and coffee stations. Check to be sure coffee machines have been turned off.

Restrooms:

1. Fill dispensers with towels, tissue, and hand soap. Wipe dispenser fronts.
2. Empty sanitary napkin receptacles, disinfect, and re-line from stock.
3. Empty trash receptacles and wipe, as needed.
4. Wipe clean exposed pipes, counters, ledges, mirrors, and air grills with an approved disinfectant.
5. Disinfect interior and exterior of toilet seats. Polish all chrome fittings.
6. Disinfect interior and exterior of urinals. Polish all chrome fittings.
7. Spot clean toilet partitions and dust tops.
8. Clean sinks, disinfect counter, and polish chrome fittings.
9. Remove splash marks from walls around sinks.
10. Clean and polish mirrors.
11. Sweep tile floor.
12. Wet mop restroom floors with disinfectant, pouring water down drains to eliminate odors.

Weekly Required Cleaning:

General Office

1. Wipe clean all vertical surfaces of tables, filing cabinets, and other office furniture.
2. Dust all surfaces of tables, counters, filing cabinets, and other office equipment/furniture.
3. Dust windowsills.
4. Dust picture frames.
5. Detail vacuum all carpet areas including edges, corners and beneath furniture.
6. Dust and vacuum Chambers
7. Spot clean restroom walls.
8. Dust all accessible portions of tables, counters, and filing cabinets. *The presence of items (e.g., picture frames, décor, office supplies) does not exempt surrounding areas from dusting*

Monthly Required Cleaning:

General Office

1. Spot clean and disinfect light switches.
2. Spot clean doorframes.
3. Disinfect telephones.
4. Dust baseboards.
5. Dust all blinds and verticals.
6. Clean corners and edges of restroom floors.
7. High dust HVAC vents and louvers (where reachable with an extension duster).
8. Dust ceiling corners and remove cobwebs (where reachable with an extension duster).

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

Approved as to form and legality:

_____ _____

City Attorney (Print Name) City Attorney (Signature)

For the City of Goodlettsville, Tennessee: **For the Contractor:**

_____ _____

Mayor, Rusty Tinnin Company Name

_____

Authorized Officer Signature

Attest:

_____ _____

City Recorder (Print Name) City Recorder (Signature)

AGENDA SUMMARY SHEET

Board of Commissioners
City of Goodlettsville

SUBJECT TITLE: RESOLUTION 25-1308 A resolution of the Board of Commissioners of the City of Goodlettsville, Tennessee, approving agreements with Season Change, LLC for the purpose of providing mowing services on public right-of-way and public properties and authorizing the City Manager to execute all necessary documents. **PRESENTED BY:** Tim Ellis, City Manager	**Agenda Item:** Resolution 25-1308 **Dept. of Origin:** Administration **For Agenda of:** December 11, 2025 **Originator:** Sarah Jennings **Cost of Item:** Bid score sheets attached

AGENDA ITEM ATTACHMENTS:
Resolution 25-1308

SUMMARY STATEMENT:
A resolution of the Board of Commissioners of the City of Goodlettsville, Tennessee, approving agreements with Season Change, LLC for the purpose of providing mowing services on public right-of-way and public properties and authorizing the City Manager to execute all necessary documents.

FINANCIAL SUMMARY:
Bid score sheets attached.

RECOMMENDED ACTION:
Staff recommends approval of Resolution 25-1308.

RESOLUTION 25-1308

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE, APPROVING AGREEMENTS WITH SEASONS CHANGE, LLC FOR THE PURPOSE OF PROVIDING MOWING SERVICES ON PUBLIC RIGHT-OF-WAY AND PUBLIC PROPERTIES AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS.

WHEREAS, the City of Goodlettsville has determined that mowing, grounds maintenance, and related services on public right-of-way and public properties are necessary to ensure public safety, maintain community appearance, and protect public assets; and

WHEREAS, Seasons Change, LLC has submitted proposals to provide such mowing services and has been identified as a qualified and responsible provider capable of meeting the City's needs; and

WHEREAS, the City of Goodlettsville desires to enter into agreements with Seasons Change, LLC for the purpose of providing mowing services on public right-of-way and public properties; and

WHEREAS, it is in the best interest of the City to approve such agreements and authorize the City Manager to execute all documents necessary to carry out the terms of the agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE, that the agreements between the City of Goodlettsville and Seasons Change, LLC for the provision of mowing services on public right-of-way and public properties are hereby approved. Agreements as demonstrated as Exhibit I.

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized to sign the agreements and any related documents necessary to implement and administer the agreement.

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately upon its adoption, the public welfare requiring it.

Passed this 11th day of December 2025.

_____

MAYOR RUSTY TINNIN

_____

CITY RECORDER

APPROVED AS TO LEGALITY AND FORM:

_____

CITY ATTORNEY

RIGHT-OF-WAY MOWING MAINTENANCE CONTRACT

This Contract entered into this 11th day of December 2025 by and between the City of Goodlettsville, Tennessee, a municipal corporation, hereinafter called the "City" and SEASONS CHANGE LANDSCAPING hereinafter called "Contractor".

WITNESSETH

In consideration of the mutual promises of the parties hereto, they do agree as follows:

Article 1 - Scope of this Contract

The work to be bid consists of furnishing all labor, materials, supplies, tools and equipment necessary to perform all work and services required for providing herbicide/pesticide application, mowing, trimming, edging, weed eating, and trash pick-up for the areas described in the bid submitted by Contractor, in strict accordance with the terms and provisions of this Contract and the specifications issued by the City.

Article 2 - Changes

A. The City may, by written order, make changes in the specifications of this Contract within the general scope thereof. If any such changes cause an increase or decrease in the Scope of this Contract or in the time required for its performance, an equitable adjustment shall be made and this Contract shall be modified in writing accordingly.

B. Should the Contractor encounter conditions materially different from those shown in the specifications, the City shall be notified immediately of such conditions before they are disturbed. The City shall thereupon promptly investigate the conditions and if it finds that they do so materially differ from those specified, this Contract shall be modified to provide for any increase or decrease of cost and difference in time resulting from the conditions so found.

C. Except as otherwise herein provided no charge for any extra work or material will be allotted unless the same has been approved in writing by the City and the price stated.

Article 3 - Inspections

All workmanship and services shall be subject to inspections, examinations and tests by the City at any and all times during the performance of this Contract. The City shall have the right to reject defective workmanship and to require correction. Rejected workmanship shall be satisfactorily corrected without charge thereof. If the Contractor fails, to the City's satisfaction,

within three (3) days of notice to correct such defective workmanship, the City may proceed with such corrective work and the Contractor shall be liable for all direct costs associated in the performance thereof. Should work not be remedied to the City's satisfaction, the contract may be immediately terminated.

Article 4 - Site Investigations

The Contractor represents that it has visited the sites prior to entering into a contract with the City and determined the nature of the work and the difficulties and facilities attending execution of the work, and all other matters which can in any way affect the work under this Contract.

Article 5 - Delays, Damages

If the Contractor refuses or fails to prosecute the work with such diligence as will ensure its completion in accordance with the schedule agreed upon between the City and Contractor, the City may terminate the Contractor's right to proceed. Should the City receive complaints and make continual follow-up calls to get contractor back on schedule (not due to weather-related items), the contract may be terminated. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completion the work such materials and appliances as may be on the sites of the work and necessary thereof.

Article 6 - Payment

As consideration for performing all work and services set forth in this Contract, and as full consideration thereof, the City agrees to pay the Contractor in accordance with the bid submitted by the Contractor, subject to adjustments specified in Article 3 - Inspections. The Contractor shall submit an invoice no more than twice monthly following completion of work to the satisfaction of the City (detail is obtained from bid submission data) and costs associated with such work. A separate invoice shall be submitted for work completed on state routes (Long Hollow Pike/SR 174, Exit 96 interchange, Exit 97 interchange, Exit 98 interchange, Highway 31/41 interchange, Highway 31 and Dickerson Road/Main Street/SR 11). Payment to be made by the City within 30 days of receipt of approved invoice.

Article 7 - Indemnification by Contractor

The Contractor hereby agrees to protect, indemnify and hold harmless the City from and against any and all loss, expense, damage, charges and costs (including court costs and counsel fees) for injury to or death of persons and injury to or destruction of property suffered or alleged to have

been suffered as a result of any act or omissions on the part of the Contractor or others whose services are engaged by the Contractor or anyone directly or indirectly employed or controlled by either of them in the course of the performance of the work provide for in the Contract, except such injury, destruction or death as may be caused by the negligence or fault of the City.

Article 8 - Rate of Progress

Notwithstanding any other provisions in this Contract, the Contractor shall furnish sufficient labor, materials, supplies, tools, and equipment, and shall work such hours, including overtime, and/or holidays as may be necessary to carry out the work in accordance with the approved schedules for completion not later than the respective times allowed for completion set forth in these Contract documents. Should the Contractor refuse or fail to comply with its obligations set forth in the preceding sentence after receipt of any directive or request by the City that the Contractor furnish additional labor, materials, supplies, tools, equipment and/or additional hours, including overtime and/or holidays, the City may terminate the Contractor's right to proceed with the whole or any part of the work under this Contract immediately.

Article 9 - Compliance with All Laws, Ordinances, Statutes, and Regulations

The Contractor shall comply with all Federal, State, county, and local laws, ordinances, statutes, and regulations.

Article 10 - Insurance

The Contractor shall comply with the laws of the State of Tennessee regarding employment and payment of employees and shall maintain insurance satisfactory to the City to protect both the Contractor and the Owner from claims under Worker's Compensation acts and from any other demands for personal injury, including death or property damage, which may arise from operations under this Contract, whether such operations be by the Contractor or any subcontractor or anyone directly or indirectly employed by either of them. Before commencement of work hereunder, a certificate of such insurance shall be filed with the Public Works Department and shall be subject to approval for adequacy for protection.

The amounts of such insurance shall be as follows:

- General Liability in an amount not less than one million dollars ($1,000,000.00) per occurrence.
- Workman's Compensation insurance minimums as required by law.

The Contractor may purchase, at its own expense, such additional or other insurance protection, as deemed necessary. Maintenance of the required minimum insurance protection does not relieve the Contractor of responsibility for any losses not covered by the above-listed policies.

Article 11- Permits and Licenses

The Contractor shall obtain, at their own expense, all permits and licenses required by law and/or ordinance and maintain the same in full force and effect. Requirements specified in bid documents are in effect.

Article 12 - Subcontracting and Assignment

A. The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractor.
B. The Contractor shall not award, assign, transfer or pledge any work to any subcontractor without prior written approval of the City, which approval will not be considered until the Contractor submits to the City a written statement regarding the proposed award to the subcontractor, which statement shall contain such information as the City may require.
C. The Contractor shall be as fully responsible to the City for the acts of omissions of Subcontractors, and of persons either directly or indirectly employed by said Subcontractors, as the Contractor is for the acts and omissions of persons directly employed by the Contractor.
D. The Contractor shall make a condition of all subcontracts and/or cause appropriate provisions to be inserted in all subcontracts relative to the work to. bind subcontractors to the Contractor by the terms of this Contract and the bid documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the City may exercise over the Contractor under any provision of this Contract.
E. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the City.
F. Herbicide/Pesticide application cannot be subcontracted.

Article 13 - Superintendence by the Contractor

The Contractor shall give its personal superintendence to the work by having a competent foreman or superintendent satisfactory to the City on the site at all times during the progress of the work with authority to act for it.

Article 14 - Termination

Notwithstanding any other provisions in this Contract, the City may terminate this Contract upon ten (10) days written notice to the Contractor. Upon such termination, Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed in accordance with this Contract.

Article 15 - Termination of Contract for Cause

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner the obligations under this Contractor, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damage sustained by the City by virtue of any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

Article 16 - Anti-discrimination

The Contractor, in performing the work or furnishing the services covered by this Contract, shall not discriminate against any person seeking employment with or by the Contractor because of race, creed, color, or national origin.

Article 17 - Personnel

A. The Contractor represents that it has, or will, secure, at the Contractor's expense, all personnel required to perform the work and services outlined in this Contract. Such personnel shall not be employees or have any contractual relationship with the City.
B. All of the services required hereunder will be performed by the Contractor or under the Contractor's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local laws to perform such services.
C. A supervisor assigned by the Contractor must be on site at each mowing area and will be responsible for the actions and workmanship of each employee.
D. Should any employee of the Contractor, while on any job site for the City, be under the influence of any controlled substance without proper documentation, this contract may be terminated immediately.

E. Contractor to ensure compliance with all TOSHA, OSHA, and MUTCD safety and traffic control regulations.
F. Contractor is responsible to provide the proper equipment to comply with the mowing schedule throughout the duration of the contract. Crews are to be trained on proper operation and safety of equipment.

Article 18 - Reports and Information

At such times and in such forms as the City requires, the Contractor shall furnish to the City such periodic reports as are requested by the City pertaining to the work and services covered by this Contract, the costs and obligations incurred or to be incurred in connection herewith, and any other matters covered by this Contract. Contractor will submit each Friday, the upcoming week's schedule. Should Contractor not submit this schedule as requested, contract may be terminated.

Article 19 - Term/Option to Extend

This Contract shall remain in force during the 2026 mowing season, subject to the City's termination rights. This Contract may be extended by mutual consent under the same terms and conditions for additional periods of time, which shall not exceed a cumulative total of four (4) additional years extending through to the end of the mowing cycle in the year 2030. Election of this option by the City shall be at the discretion of the City Manager, or a designee, without further approval by the Board of Commissioners. In the event the City elects to exercise this right, it shall notify the Contractor of its intent to extend.

Article 20 - Liquidated Damages

Liquidated damages of fifty ($50.00) per bid unit per day after the third day missed past the scheduled cycle will be assessed. Weather complications may be taken into consideration prior to assessing liquidated damages.

Damages are removed from invoices received which will require invoices to be short-paid. Should liquidated damages reach or exceed invoiced amount for the monthly period, the contract continuance will be taken into consideration.

Article 21- Miscellaneous Specifications

A. Mowing tractors and riding mowers must be equipped with turf tires.
B. Tractor's and mower's blades shall be checked for straightness and sharpened before beginning to mow. Bent blades or unleveled mowing decks will not be accepted. The

operator shall check after mowing starts and recheck after a couple of passes to be sure that an even and uniform cut is being produced.

C. Do not mow up to or within eight (8) inches of any trees, shrubs, designed plantings within flower beds unless directed by the City's Horticulturist or Public Works Department. These areas shall be trimmed with a push mower, string trimmer, or sprayed with a herbicide (herbicide application areas are approved by the City prior to application).
D. Grass clippings shall never be expelled onto the roadway, sidewalks, storm drains, fence lines, posts, signs, shrub plantings, trees, flower beds, or other permanent fixtures.
E. With the mowing chute on the side of the mowing deck, the operator shall mow counterclockwise except for initial passes along roadways, sidewalks, etc.
F. Mowing during periods of heavy rain, lightning storms, or immediately after heavy rainfall is not permitted.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of this day and year first above written, the City of Goodlettsville, Tennessee, by its Mayor, by authority duly given.

Approved as to form and legality:

_____	_____
City Attorney (Print Name)	*City Attorney (Signature)*
For the City of Goodlettsville, Tennessee:	For the Contractor:
_____	_____
Mayor, Rusty Tinnin	*Company Name*
	_____
	Authorized Officer Signature
Attest:	
_____	_____
City Recorder (Print Name)	*City Recorder (Signature)*

PARKS AND FACILITIES MOWING MAINTENANCE CONTRACT

EXHIBIT I

This Contract entered into this 11th day of December 2025 by and between the City of Goodlettsville, Tennessee, a municipal corporation, hereinafter called the "City" and SEASONS CHANGE LANDSCAPING hereinafter called "Contractor".

WITNESSETH

In consideration of the mutual promises of the parties hereto, they do agree as follows:

Article 1 - Scope of this Contract

The work to be bid consists of furnishing all labor, materials, supplies, tools and equipment necessary to perform all work and services required for mowing, trimming, edging, weed eating, and trash pick-up for the areas described in the bid submitted by Contractor, in strict accordance with the terms and provisions of this Contract and the specifications issued by the City.

Article 2 - Changes

A. The City may, by written order, make changes in the specifications of this Contract within the general scope thereof. If any such changes cause an increase or decrease in the Scope of this Contract or in the time required for its performance, an equitable adjustment shall be made and this Contract shall be modified in writing accordingly.

B. Should the Contractor encounter conditions materially different from those shown in the specifications, the City shall be notified immediately of such conditions before they are disturbed. The City shall thereupon promptly investigate the conditions and if it finds that they do so materially differ from those specified, this Contract shall be modified to provide for any increase or decrease of cost and difference in time resulting from the conditions so found.

C. Except as otherwise herein provided no charge for any extra work or material will be allotted unless the same has been approved in writing by the City and the price stated.

Article 3 - Inspections

All workmanship and services shall be subject to inspections, examinations and tests by the City at any and all times during the performance of this Contract. The City shall have the right to reject defective workmanship and to require correction. Rejected workmanship shall be satisfactorily corrected without charge thereof. If the Contractor fails, to the City's satisfaction, within three (3) days of notice to correct such defective workmanship, the City may proceed with

such corrective work and the Contractor shall be liable for all direct costs associated in the performance thereof. Should work not be remedied to the City's satisfaction, the contract may be immediately terminated.

Article 4 - Site Investigations

The Contractor represents that it has visited the sites prior to entering into a contract with the City and determined the nature of the work and the difficulties and facilities attending execution of the work, and all other matters which can in any way affect the work under this Contract.

Article 5 - Delays, Damages

If the Contractor refuses or fails to prosecute the work with such diligence as will ensure its completion in accordance with the schedule agreed upon between the City and Contractor, the City may terminate the Contractor's right to proceed. Should the City receive complaints and make continual follow-up calls to get contractor back on schedule (not due to weather-related items), the contract may be terminated. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completion the work such materials and appliances as may be on the sites of the work and necessary thereof.

Article 6 - Payment

As consideration for performing all work and services set forth in this Contract, and as full consideration thereof, the City agrees to pay the Contractor in accordance with the bid submitted by the Contractor, subject to adjustments specified in Article 3 - Inspections. The Contractor shall submit an invoice no more than twice monthly following completion of work to the satisfaction of the City (detail is obtained from bid submission data) and costs associated with such work. Payment to be made by the City within 30 days of receipt of approved invoice.

Article 7 - Indemnification by Contractor

The Contractor hereby agrees to protect, indemnify and hold harmless the City from and against any and all loss, expense, damage, charges and costs (including court costs and counsel fees) for injury to or death of persons and injury to or destruction of property suffered or alleged to have been suffered as a result of any act or omissions on the part of the Contractor or others whose services are engaged by the Contractor or anyone directly or indirectly employed or controlled by either of them in the course of the performance of the work provide for in the Contract, except such injury, destruction or death as may be caused by the negligence or fault of the City.

Article 8 - Rate of Progress

Notwithstanding any other provisions in this Contract, the Contractor shall furnish sufficient labor, materials, supplies, tools, and equipment, and shall work such hours, including overtime, and/or holidays as may be necessary to carry out the work in accordance with the approved schedules for completion not later than the respective times allowed for completion set forth in these Contract documents. Should the Contractor refuse or fail to comply with its obligations set forth in the preceding sentence after receipt of any directive or request by the City that the Contractor furnish additional labor, materials, supplies, tools, equipment and/or additional hours, including overtime and/or holidays, the City may terminate the Contractor's right to proceed with the whole or any part of the work under this Contract immediately.

Article 9 - Compliance with All Laws, Ordinances, Statutes, and Regulations

The Contractor shall comply with all Federal, State, county, and local laws, ordinances, statutes, and regulations.

Article 10 - Insurance

The Contractor shall comply with the laws of the State of Tennessee regarding employment and payment of employees and shall maintain insurance satisfactory to the City to protect both the Contractor and the Owner from claims under Worker's Compensation acts and from any other demands for personal injury, including death or property damage, which may arise from operations under this Contract, whether such operations be by the Contractor or any subcontractor or anyone directly or indirectly employed by either of them. Before commencement of work hereunder, a certificate of such insurance shall be filed with the Public Works Department and shall be subject to approval for adequacy for protection.

The amounts of such insurance shall be as follows:

- General Liability in an amount not less than one million dollars ($1,000,000.00) per occurrence.
- Workman's Compensation insurance minimums as required by law.

The Contractor may purchase, at its own expense, such additional or other insurance protection, as deemed necessary. Maintenance of the required minimum insurance protection does not relieve the Contractor of responsibility for any losses not covered by the above-listed policies.

Article 11- Permits and Licenses

The Contractor shall obtain, at their own expense, all permits and licenses required by law and/or ordinance and maintain the same in full force and effect. Requirements specified in bid documents are in effect.

Article 12 - Subcontracting and Assignment

A. The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractor.
B. The Contractor shall not award, assign, transfer or pledge any work to any subcontractor without prior written approval of the City, which approval will not be considered until the Contractor submits to the City a written statement regarding the proposed award to the subcontractor, which statement shall contain such information as the City may require.
C. The Contractor shall be as fully responsible to the City for the acts of omissions of Subcontractors, and of persons either directly or indirectly employed by said Subcontractors, as the Contractor is for the acts and omissions of persons directly employed by the Contractor.
D. The Contractor shall make a condition of all subcontracts and/or cause appropriate provisions to be inserted in all subcontracts relative to the work to. bind subcontractors to the Contractor by the terms of this Contract and the bid documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the City may exercise over the Contractor under any provision of this Contract.
E. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the City.
F. Herbicide/Pesticide application cannot be subcontracted.

Article 13 - Superintendence by the Contractor

The Contractor shall give its personal superintendence to the work by having a competent foreman or superintendent satisfactory to the City on the site at all times during the progress of the work with authority to act for it.

Article 14 - Termination

Notwithstanding any other provisions in this Contract, the City may terminate this Contract upon ten (10) days written notice to the Contractor. Upon such termination, Contractor shall be

entitled to receive just and equitable compensation for any work satisfactorily completed in accordance with this Contract.

Article 15 - Termination of Contract for Cause

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner the obligations under this Contractor, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damage sustained by the City by virtue of any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

Article 16 - Anti-discrimination

The Contractor, in performing the work or furnishing the services covered by this Contract, shall not discriminate against any person seeking employment with or by the Contractor because of race, creed, color, or national origin.

Article 17 - Personnel

A. The Contractor represents that it has, or will, secure, at the Contractor's expense, all personnel required to perform the work and services outlined in this Contract. Such personnel shall not be employees or have any contractual relationship with the City.
B. All of the services required hereunder will be performed by the Contractor or under the Contractor's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local laws to perform such services.
C. A supervisor assigned by the Contractor must be on site at each mowing area and will be responsible for the actions and workmanship of each employee.
D. Should any employee of the Contractor, while on any job site for the City, be under the influence of any controlled substance without proper documentation, this contract may be terminated immediately.
E. Contractor to ensure compliance with all TOSHA, OSHA, and MUTCD safety and traffic control regulations.

F. Contractor is responsible to provide the proper equipment to comply with the mowing schedule throughout the duration of the contract. Crews are to be trained on proper operation and safety of equipment.

Article 18 - Reports and Information

At such times and in such forms as the City requires, the Contractor shall furnish to the City such periodic reports as are requested by the City pertaining to the work and services covered by this Contract, the costs and obligations incurred or to be incurred in connection herewith, and any other matters covered by this Contract. Contractor will submit each Friday, the upcoming week's schedule. Should Contractor not submit this schedule as requested, contract may be terminated.

Article 19 - Term/Option to Extend

This Contract shall remain in force during the 2026 mowing season, subject to the City's termination rights. This Contract may be extended by mutual consent under the same terms and conditions for additional periods of time, which shall not exceed a cumulative total of four (4) additional years extending through to the end of the mowing cycle in the year 2030. Election of this option by the City shall be at the discretion of the City Manager, or a designee, without further approval by the Board of Commissioners. In the event the City elects to exercise this right, it shall notify the Contractor of its intent to extend.

Article 20 - Liquidated Damages

Liquidated damages of fifty ($50.00) per bid unit per day after the third day missed past the scheduled cycle will be assessed. Weather complications may be taken into consideration prior to assessing liquidated damages.

Damages are removed from invoices received which will require invoices to be short-paid. Should liquidated damages reach or exceed invoiced amount for the monthly period, the contract continuance will be taken into consideration.

Article 21- Miscellaneous Specifications

A. Mowing tractors and riding mowers must be equipped with turf tires.
B. Tractor's and mower's blades shall be checked for straightness and sharpened before beginning to mow. Bent blades or unleveled mowing decks will not be accepted. The operator shall check after mowing starts and recheck after a couple of passes to be sure that an even and uniform cut is being produced.

C. Do not mow up to or within eight (8) inches of any trees, shrubs, designed plantings within flower beds unless directed by the City's Horticulturist or Public Works Department. These areas shall be trimmed with a push mower, string trimmer, or sprayed with a herbicide (herbicide application areas are approved by the City prior to application).
D. Grass clippings shall never be expelled onto the roadway, sidewalks, storm drains, fence lines, posts, signs, shrub plantings, trees, flower beds, or other permanent fixtures.
E. With the mowing chute on the side of the mowing deck, the operator shall mow counterclockwise except for initial passes along roadways, sidewalks, etc.
F. Mowing during periods of heavy rain, lightning storms, or immediately after heavy rainfall is not permitted.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of this day and year first above written, the City of Goodlettsville, Tennessee, by its City Manager, by authority duly given by passage of Resolution 25-1308.

Approved as to form and legality:

_____	_____
City Attorney (Print Name)	*City Attorney (Signature)*
For the City of Goodlettsville, Tennessee:	For the Contractor:
_____	_____
Tim Ellis, City Manager	*Company Name*
	_____
	Authorized Officer Signature

Attest:

_____	_____
City Recorder (Print Name)	*City Recorder (Signature)*

APPENDIX A
City of Goodlettsville
Right-of-Way Maintenance for the City of Goodlettsville

Mowing Areas

MOWING AREAS	FREQUENCY	TIME OF DAY	START WEEK END WEEK	NUMER OF STAFF ASSIGNED (INCLUDING SUPERVISOR)	UNIT PRICE
Rivergate Parkway	Every 10 days	morning	03/30/2026 10/23/2026	3	570.00
Long Hollow Pike	Every 10 days	morning	03/30/2026 10/23/2026	3	520.00
Conference Drive	Every 10 days	morning	03/30/2026 10/23/2026	2	290.00
Springfield Highway	Every 10 days	afternoon	03/30/2026 10/23/2026	2	165.00
Exit 96 Interchange	Every 14 days	midday	03/30/2026 10/23/2026	3	395.00
Exit 97 Interchange	Every 14 days	midday	03/30/2026 10/23/2026	3	350.00
Exit 98 Interchange	Every 14 days	midday	03/30/2026 10/23/2026	3	375.00
Highway 31/41 Interchange	Every 14 days	midday	03/30/2026 10/23/2026	3	525.00
Mansker Creek Pump Station	Every 14 days	afternoon	03/30/2026 10/23/2026	2	214.00
Madison Creek Pump Station	Every 14 days	afternoon	03/30/2026 10/23/2026	1	62.00
Wynlands Pump Station	Every 14 days	afternoon	03/30/2026 10/23/2026	1	40.00
770 Long Hollow Pike	Every 30 days	afternoon	03/30/2026 10/23/2026	1	42.00
Shevel Drive (from Main Street to Donald Street, sidewalks and 4' beyond	Every 10 days	midday	03/30/2026 10/23/2026	1	57.00
Café Street Cemetery	Every 14 days	afternoon	03/30/2026 10/23/2026	2	210.00
Old Dickerson Road Cemetery	Every 14 days	afternoon	03/30/2026 10/23/2026	1	92.00
Dry Creek Farms Cemetery	Every 14 days	afternoon	03/30/2026 10/23/2026	2	51.00

APPENDIX B

City of Goodlettsville
Right-of-Way Maintenance for the City of Goodlettsville

Off-Season Litter Pick-up

LITTER PICK-UP AREAS	FREQUENCY	TIME OF DAY	START DATE END DATE	NUMER OF STAFF ASSIGNED (INCLUDING SUPERVISOR)	UNIT PRICE
Rivergate Parkway	Every 14 days	morning	01/01/2026-03/23/2026 11/2/2026-12/18/2026	2	180.00
Long Hollow Pike	Every 14 days	morning	01/01/2026 12/18/2026 11/2/2026-12/18/2026	2	165.00
Conference Drive	Every 14 days	morning	01/01/2026 12/18/2026 11/2/2026-12/18/2026	2	165.00
Springfield Highway	Every 14 days	mid-day	01/01/2026 12/18/2026 11/2/2026-12/18/2026	2	125.00
Exit 96 Interchange	Every 14 days	afternoon	01/01/2026 12/18/2026 11/2/2026-12/18/2026	2	225.00
Exit 97 Interchange	Every 14 days	afternoon	01/01/2026 12/18/2026 11/2/2026-12/18/2026	2	225.00
Exit 98 Interchange	Every 14 days	afternoon	01/01/2026 12/18/2026 11/2/2026-12/18/2026	2	225.00

Hwy 31/41 $200.00

APPENDIX C
City of Goodlettsville
Right-of-Way Maintenance for the City of Goodlettsville

Herbicide Application Areas

MULCHING AREAS	FREQUENCY	TIME OF DAY	NUMER OF STAFF ASSIGNED (INCLUDING SUPERVISOR)	UNIT PRICE
Rivergate Parkway sidewalks and medians	As requested by City	morning	2	250.00
Long Hollow Pike sidewalks and medians	As requested by City	morning	2	250.00
Conference Drive sidewalks and medians	As requested by City	morning	2	250.00
Hwy 31/41 interchange	As requested by City	morning	2	200.00
Hwy 31/Exit 98 medians	As requested by City	morning	2	250.00
Dickerson Road sidewalks	As requested by City	morning	2	225.00

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APPENDIX A
City of Goodlettsville
Parks and Facilities Mowing Maintenance for the City of Goodlettsville

Mowing Areas

MOWING AREAS	FREQUENCY	INTENDED DAY / TIME OF DAY	START WEEK END WEEK	NUMER OF STAFF ASSIGNED (INCLUDING SUPERVISOR)	UNIT PRICE
Public Works Complex	Every 7 days	Wednesday afternoon	03/30/2026 10/23/2026	2	158.00
Community Development Building	Every 7 days	Tuesday afternoon	03/30/2026 10/23/2026	2	96.00
City Hall	Every 7 days	Wednesday afternoon	03/30/2026 10/23/2026	2	340.00
Fire Hall	Every 7 days	Wednesday afternoon	03/30/2026 10/23/2026	2	106.00
506 Main Street	Every 14 days	Monday afternoon	03/30/2026 10/23/2026	2	60.00
Gateway Park	Every 7 days	Tuesday afternoon	03/30/2026 10/23/2026	2	60.00
Peay Park (including community center)	Every 7 days	Wednesday Morning	03/30/2026 10/23/2026	3	310.00
North Creek Park	Every 7 days	Monday morning	03/30/2026 10/23/2026	2	400.00
Brooks Park	Every 7 days	Monday morning	03/30/2026 10/23/2026	2	165.00
Pleasant Green Park	Every 7 days	Tuesday morning	03/30/2026 10/23/2026	3	340.00
2040 Crencor Drive	Every 7 days	Monday afternoon	03/30/2026 10/23/2026	—	—

Bid on ROW solicition

*Contractor is responsible for reporting missed cuts due to weather, which should be reflected in the monthly billing.

2027