

**LEGISLATIVE TRACKING FORM**Filing for Council Meeting Date: 05/20/25

Resolution



Ordinance

Contact/Prepared By: Alan EnzoDate Prepared: 04/15/25Title (Caption): McCabe Little League 2025 Grant. This in-kind grant from McCabe Park Little League provides improvements to theMcCabe Park "small baseball field", including an updated outfield fence. The value of the in-kind grant is \$9,983.00.No match or other obligations to Metro Parks or Metro Government. No money will be coming to Parks.Submitted to Planning Commission? ☒ N/A ☐ Yes-Date: \_\_\_\_\_ Proposal No: \_\_\_\_\_Proposing Department: Parks & Recreation Requested By: Monique OdomAffected Department(s): Parks & Recreation Affected Council District(s): 24**Legislative Category (check one):**

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Bonds                | <input type="checkbox"/> Contract Approval           | <input type="checkbox"/> Intergovernmental Agreement   |
| <input type="checkbox"/> Budget - Pay Plan    | <input type="checkbox"/> Donation                    | <input type="checkbox"/> Lease                         |
| <input type="checkbox"/> Budget - 4%          | <input type="checkbox"/> Easement Abandonment        | <input type="checkbox"/> Maps                          |
| <input type="checkbox"/> Capital Improvements | <input type="checkbox"/> Easement Accept/Acquisition | <input type="checkbox"/> Master List A&E               |
| <input type="checkbox"/> Capital Outlay Notes | <input checked="" type="checkbox"/> Grant            | <input type="checkbox"/> Settlement of Claims/Lawsuits |
| <input type="checkbox"/> Code Amendment       | <input type="checkbox"/> Grant Application           | <input type="checkbox"/> Street/Highway Improvements   |
| <input type="checkbox"/> Condemnation         | <input type="checkbox"/> Improvement Acc.            | <input type="checkbox"/> Other: _____                  |

**FINANCE** Amount +/-: \$ \$ 0.00
**Funding Source:**

- ☐ Capital Improvement Budget
- ☐ Capital Outlay Notes
- ☐ Departmental/Agency Budget
- ☐ Funds to Metro
- ☐ General Obligation Bonds
- ☐ Grant
- ☐ Increased Revenue Sources

**Match:** \$ \$ 0.00

- ☐ Judgments and Losses
- ☐ Local Government Investment Project
- ☐ Revenue Bonds
- ☐ Self-Insured Liability
- ☐ Solid Waste Reserve
- ☐ Unappropriated Fund Balance
- ☐ 4% Fund
- ☐ Other: \_\_\_\_\_

Approved by OMB: Aaron Pratt **DH**

Approved by Finance/Accounts: \_\_\_\_\_

Approved by Div Grants Coordination: Juanita Paulsen

Date to Finance Director's Office: \_\_\_\_\_

**APPROVED BY****FINANCE DIRECTOR'S OFFICE:** \_\_\_\_\_**ADMINISTRATION**

Council District Member Sponsors: \_\_\_\_\_

Council Committee Chair Sponsors: \_\_\_\_\_

Approved by Administration: \_\_\_\_\_ Date: \_\_\_\_\_

**DEPARTMENT OF LAW**

Date to Dept. of Law: \_\_\_\_\_ Approved by Department of Law: \_\_\_\_\_

**Settlement Resolution/Memorandum Approved by:** \_\_\_\_\_Date to Council: \_\_\_\_\_ For Council Meeting: \_\_\_\_\_ ☐ E-mailed Clerk
☐ All Dept. Signatures
 ☐ Copies
 ☐ Backing
 ☐ Legislative Summary
 ☐ Settlement Memo
 ☐ Clerk Letter
 ☐ Ready to File

Department of Law – White Copy

Administration –Yellow Copy

Finance Department - Pink Copy

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## GRANT SUMMARY SHEET

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**Grant Name:** McCabe Little League 2025

**Department:** PARKS & RECREATION

**Grantor:** MCCABE PARK LITTLE LEAGUE

**Pass-Through Grantor  
(If applicable):**

**Total Award this Action:** \$0.00

**Cash Match Amount** \$0.00

**Department Contact:** Alan Enzo  
862-8400

**Status:** CONTINUATION

**Program Description:**

McCabe Little League 2025 Grant. This in-kind grant from McCabe Park Little League provides improvements to the McCabe Park "small baseball field", including an updated outfield fence. The value of the in-kind grant is \$9,983.00. No match or other obligations to Metro Parks or Metro Government. No money will be coming to Parks.

**Plan for continuation of services upon grant expiration:**

N/A.

### Grants Tracking Form

#### Part One

<div style="display: flex; justify-content: space-between;"> <span>Pre-Application <input type="radio"/></span> <span>Application <input type="radio"/></span> <span>Award Acceptance <input checked="" type="radio"/></span> <span>Contract Amendment <input type="radio"/></span> </div>				
Department	Dept. No.	Contact	Phone	Fax
PARKS & RECREATION ▼	040	Alan Enzo	862-8400	862-8414
<b>Grant Name:</b> McCabe Little League 2025				
<b>Grantor:</b> MCCABE PARK LITTLE LEAGUE ▼		<b>Other:</b>		
<b>Grant Period From:</b> 05/20/25		<small>(applications only)</small> <b>Anticipated Application Date:</b>		
<b>Grant Period To:</b>		<small>(applications only)</small> <b>Application Deadline:</b>		
<b>Funding Type:</b>	FOUNDATION ▼	<b>Multi-Department Grant</b> <input type="checkbox"/> → <b>If yes, list below.</b>		
<b>Pass-Thru:</b>	▼	<b>Outside Consultant Project:</b> <input type="checkbox"/>		
<b>Award Type:</b>	OTHER ▼	<b>Total Award:</b> \$0.00		
<b>Status:</b>	CONTINUATION ▼	<b>Metro Cash Match:</b> \$0.00		
<b>Metro Category:</b>	Est. Prior. ▼	<b>Metro In-Kind Match:</b> \$0.00		
<b>CFDA #</b>	N/A	<b>Is Council approval required?</b> <input checked="" type="checkbox"/>		
<b>Project Description:</b>		<b>Applic. Submitted Electronically?</b> <input type="checkbox"/>		
McCabe Little League 2025 Grant. This in-kind grant from McCabe Park Little League provides improvements to the McCabe Park "small baseball field", including an updated outfield fence. The value of the in-kind grant is \$9,983.00. No match or other obligations to Metro Parks or Metro Government. No money will be coming to Parks.				
<b>Plan for continuation of service after expiration of grant/Budgetary Impact:</b>				
N/A.				
<b>How is Match Determined?</b>				
<b>Fixed Amount of \$</b>	\$0.00	or	0.0%	<b>% of Grant</b>
				<b>Other:</b> <input type="checkbox"/>
<b>Explanation for "Other" means of determining match:</b>				
<b>For this Metro FY, how much of the required local Metro cash match:</b>				
<b>Is already in department budget?</b>		N/A	<b>Fund</b>	<b>Business Unit</b>
<b>Is not budgeted?</b>		\$0.00	<b>Proposed Source of Match:</b> N/A	
<b>(Indicate Match Amount &amp; Source for Remaining Grant Years in Budget Below)</b>			<b>Requested from Cont. Match Fund:</b> N/A	
<b>Other:</b>				
<b>Number of FTEs the grant will fund:</b>		0.00	<b>Actual number of positions added:</b> 0.00	
<b>Departmental Indirect Cost Rate</b>		17.91%	<b>Indirect Cost of Grant to Metro:</b> \$0.00	
<b>*Indirect Costs allowed?</b> <input type="radio"/> Yes <input checked="" type="radio"/> No		% Allow.	0.00%	<b>Ind. Cost Requested from Grantor:</b> \$0.00
<b>in budget</b>				
*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)				
<b>Draw down allowable?</b> <input type="checkbox"/>				
<b>Metro or Community-based Partners:</b>				

#### Part Two

Grant Budget										
Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY25			\$0.00				\$0.00	\$0.00	\$0.00
Yr 2	FY26			\$0.00				\$0.00	\$0.00	\$0.00
Yr 3	FY__									
Yr 4	FY__									
Yr 5	FY__									
<b>Total</b>		\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
<b>Date Awarded:</b>				04/15/25	<b>Tot. Awarded:</b>		\$0.00	<b>Contract#:</b>		LETTER
<b>(or) Date Denied:</b>					<b>Reason:</b>					
<b>(or) Date Withdrawn:</b>					<b>Reason:</b>					



Resolution No. \_\_\_\_\_

A resolution accepting an in-kind grant from the McCabe Park Little League to the Metropolitan Government, acting by and through the Metropolitan Nashville Parks and Recreation Department, for improvements to the small baseball field at McCabe Park.

WHEREAS, the McCabe Park Little League has awarded an in-kind grant with an estimated value of \$9,983.00 with no cash match required to the Metropolitan Government, acting by and through the Metropolitan Nashville Parks and Recreation Department, for improvements to the small baseball field at McCabe Park, a copy of which in-kind grant is attached hereto; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that this in-kind grant be accepted.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the in-kind grant by and between the McCabe Park Little League, with an estimated value of \$9,983.00 and the Metropolitan Government, acting by and through the Metropolitan Nashville Parks and Recreation Department, for improvements to the small baseball field at McCabe Park, a copy of which grant is attached hereto and incorporated herein, is hereby approved.

Section 2. That the in-kind grant be appropriated to the Parks and Recreation Department.

Section 3. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

APPROVED AS TO AVAILABILITY  
OF FUNDS:

Jenneen Reed/MPW  
Jenneen Reed, Director  
Department of Finance

INTRODUCED BY:

\_\_\_\_\_  
\_\_\_\_\_

APPROVED AS TO FORM AND  
LEGALITY:

Courtney Mohan  
Assistant Metropolitan Attorney

\_\_\_\_\_  
Member(s) of Council

3/4/2025



101 46<sup>th</sup> Avenue North  
Nashville, TN 37209  
615.604.9497  
[www.mccabepark.org](http://www.mccabepark.org)

**Contact information:**  
Mark Woods, Board Member  
McCabe Park Little League  
email: [mplldb@gmail.com](mailto:mplldb@gmail.com)

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## **REQUEST FOR IN-KIND GRANT APPROVAL – MCCABE PARK LITTLE LEAGUE**

Please accept this letter as McCabe Park Little League's ("MPLL") request to provide an in-kind grant for improvements to the "small baseball field" at McCabe Park, valued at \$9,983. This improvement of an updated outfield fence to the McCabe Park "small baseball field" is located near Colorado Ave between 48<sup>th</sup> and 49<sup>th</sup> Ave. North (101 46th Ave N).

McCabe Park Little League reserves space from Metro Parks to provide two seasons of baseball for over 500 Nashville youth ranging in age from three to twelve. The league uses both fields near McCabe Community Center. During season play, both fields are used from 8:00 AM to dark on Saturday, from noon to 5:00 PM on Sunday, and after school each weekday for practice. The current outfield fence of the small field extends 100 feet from home plate, resulting in a very short center field. These dimensions are appropriate for tee ball but limit the experience for players older than seven.

These changes will make the field useful to a wider range of players and improve the league's ability to develop young players. The seven- and eight-year-old players that use this field will benefit developmentally from playing on a field of this size as they prepare for 9U baseball, which is played on the 200-foot field nearby.

We anticipate work being completed after all necessary Metro Parks and Council approvals are granted. Importantly, no matching funds will be required from Metro Parks as McCabe Park Little League will cover all expenses associated with this improvement project. We have included some additional information below about the league for your review and kindly request your approval of this in-kind grant. Should you have any additional questions, we would be happy to respond.

### **Short summary of the organization**

McCabe Park Little League is a volunteer-led, non-profit organization that has served youth in the Sylvan Park neighborhood of Nashville TN since 1986. Operating under the charter of Little League, the board of directors, without paid staff, runs youth baseball divisions ranging from tee ball to twelve-year-olds.

Over the last three decades, the organization has consistently served as a family-friendly, accepting, and safe place for kids of all ages and skill levels to find a home and a place to learn and play the great game of baseball. Children come from a diverse background of schools in the surrounding neighborhoods and learn to participate in teams organized with a focus on parity and community, not championships.

### **Short description of the proposed project and objectives**

3/4/2025

- Remove 170 total linear feet of existing 4' height black chain link fence with top rail, bottom tension wire, and a yellow PVC corrugated cap. Rebuild with a fence of similar materials and structure at allocation increasing the size of the outfield by approximately fifteen feet. Estimate from Rio Grande Fence, \$9,983.

### **A list of Leadership staff and Board of Directors**

MPLL employs no staff, but maintains a board of directors for all administrative functions

Scott Zieher, President	Jamie Grigsby, Co-Vice President	Adam Sichko, Co-Vice President
Gary Capolino, Treasurer	Kelly Leventis, Safety Officer	David Stempel, Facilities Director
Walker Fain, Coaching Coordinator	Michael Morosi, Umpire In Chief	
David Merryman, Head Player Agent	Mark Mosely, Secretary & Sponsorship Director	
Members-at-large: Adam Burke, Tim Greulich, John Lindsey, Mark Woods		

Thank you for your time and consideration. We are very appreciative of your work in our common goal of bringing sports, parks, and joy to those in the community.

Sincerely,



Mark Woods  
Board Member, McCabe Park Little League



McCabe Little League 2025 Grant  
New fence installation





# PROPOSAL/CONTRACT AGREEMENT

**Rio Grande Fence Co. of Tennessee - Tennessee General Contractors License Number 14816**

**NASHVILLE - 1410 Lebanon Pike, Nashville, TN 37210 - Phone 615-244-4766**

**KNOXVILLE - 10610 Dutchtown Road, Knoxville, TN 37932 - Phone 865-333-3004**

**EST. 1958 - RGFENCE.COM**

PROPOSAL NUMBER: Q-06868-R8R6

PROPOSAL DATE: 9/18/2024

PROJECT NAME: McCabe Park Fence Project - 101 46th Ave N, Nashville, TN 37209

ADDRESS:

101 46th Ave N  
Nashville, TN 37209

COMPANY NAME: JE Dunn Construction

COMPANY CONTACT:

Name: Sean Buck

Title: Senior Vice President

Email: sean.buck@jedunn.com

Mobile Number: 615-429-8134

BILLING ADDRESS:

Attn: Accounts Payable  
29 Hermitage Avenue  
Nashville, TN 37210

BILLING PAYMENT TERMS: N15

**New Customers must complete info form online prior to work beginning: [new.rgfence.com](https://new.rgfence.com)**

RGF CONTACT:

Name: Hunter Newton

Title: Project Manager

Email: hunter@rgfence.com

Mobile Number: 615-405-0200



Product	Amount
<b>Black Chain Link Fence Installation</b> Remove 170 total linear feet of existing 4' height black chain link fence with top rail, bottom tension wire, and a yellow PVC corrugated cap.  Install 228 total linear feet of 4' height and 50 total linear feet of 8' height black coated, 2" mesh x Class 2B - 8-gauge finish (9-gauge core) chain link fence.  4' height fence to have 2" O.D. 40-weight line posts, 2-1/2" O.D. 40-weight terminal posts. Line posts to be on 10' centers.  8' height fence to have 2-1/2" O.D. 40-weight line posts, 3" O.D. 40-weight terminal posts. Line posts to be on 10' centers.  1-5/8" diameter, 40-weight, top rail. 6-gauge coated bottom tension wire. Yellow PVC corrugated cap.  All posts to be set in concrete.  Materials and Installation Included  NOTES: 1.) The proposal is figured to re-use the chain link wire, top rail, and yellow PVC corrugated cap from the removed fence line. RGF to furnish the balance of materials to complete the installation.	\$9,983
<div> <div>Total Tax</div> <div>\$0.00</div> </div> <div> <div>GRAND TOTAL</div> <div>\$9,983.00</div> </div>	

LEGAL NOTICE - REVISED 8/27/24

SECTION 1 – TERMINOLOGY

In this Agreement, Rio Grande Fence Co. of Tennessee will be referred to as "RGF." Client Company will be referred to as "Customer."

SECTION 2 – PRICING

PRICING IS VALID FOR (7) DAYS. If the Agreement is signed by Customer after the stated (7) day period has expired, RGF has the authority to cancel the Agreement.

SECTION 3 – BILLING, PAYMENTS, AND INVOICES - TERMS AND CONDITIONS: NEW CUSTOMER TERMS

**BILLING PAYMENT TERMS:** If prepayment of any kind is required in the Billing Payment Terms area by Customer, the required payment must be made within fifteen (15) days. A signed and executed Agreement is considered void if required prepayment is not made within the allocated amount of time. No performance will occur under voided Agreement status. **LATE PAYMENTS:** A finance charge of 1.5% per month, which is an annual percentage rate of 18%, shall be applied to Customer account that is not paid within 30 days after completion of any work invoiced. **PAST DUE ACCOUNTS:** If Customer's account has a balance over ninety (90) days of aging, RGF reserves the right not to start any new work for Customer until all ninety (90) plus day invoices are paid. **NON-PAYMENT:** All materials remain the property of RGF until all invoices pertaining to this job are paid in full. Right of access and removal is granted to RGF in the event of non-payment under the terms of this Agreement. Customer agrees to pay all interest and any costs incurred in the collection of this debt, including but not limited to reasonable Attorney's fees.

SECTION 4 – BILLING SCHEDULE FOR DAMAGED/MISSING RENTAL ITEMS

SECTION 4 PERTAINS ONLY TO TEMPORARY/RENTAL MATERIALS

At the time of a rental pick-up, RGF will review all rental materials for quantity and condition quality. Customer is responsible for lost or damaged rental materials. Rental materials damaged beyond repair and/or missing are subject to be billed to Customer. Below is a schedule of values for rental materials. Applicable sales tax will be added on work performed in the State of Tennessee.

42"H Crowd Control Materials	Price Per Unit	Unit of Measure
42"H Crowd Control Panel	\$84.00	Each
Panel Stand	\$24.00	Each
6'H Rental Fence Materials	Price Per Unit	Unit of Measure
6'H Welded Wire Panel	\$98.00	Each
Panel Stand	\$24.00	Each
DRIVEN FENCE: 6'H Chain Link Fabric (Galvanized)	\$3.50	Per Linear Foot
DRIVEN FENCE: Line Post - 1-7/8" Diameter x 8'L x WT-15	\$20.00	Each
DRIVEN FENCE: Terminal/Gate Post - 2-7/8" Diameter x 9'L x WT-40	\$60.00	Each
8'H Rental Fence Materials	Price Per Unit	Unit of Measure
8'H Welded Wire Panel	\$160.00	Each
Panel Stand	\$24.00	Each
TEMPORARY FENCE ACCESSORIES	Price Per Unit	Unit of Measure
BigFoot 30 Cover (Single 30 lb. Weight per Stand)	\$35.00	Each
BigFoot 60 (60 lb. Weight System per Stand)	\$70.00	Set
BigFoot 120 (120 lb. Weight System per Stand)	\$150.00	Set
60 lb. Sand Bag with UV-Rated Cover	\$8.00	Each
5'-8"H Black 85% Sight Blockage Fence Screen	\$2.50	Per Linear Foot
7'-8"H Black 85% Sight Blockage Fence Screen	\$3.50	Per Linear Foot
GATES	Price Per Unit	Unit of Measure
Gate Wheel Assembly for Welded Wire Panels	\$28.00	Each
4'W x 7'H Welded Wire Walk Gate System with Self-Closing Hinges	\$450.00	Each
12'W x 6'H Commercial Single Swing Gate (Leaf Only)	\$520.00	Each
24'W x 6'H Commercial Double Swing Gate (Leafs Only)	\$1,040.00	Set (of 2 gate leafs)
90 Degree Pressed Steel Hinges for Chain Link Gates	\$46.00	Set (2 per gate leaf)
Strong Arm Latch	\$32.00	Each

SECTION 5 – RENTAL FENCE – TERMS AND CONDITIONS:

**ONE CALL UNDERGROUND UTILITY LOCATOR:** Projects that include driven fence services are subject to a 5-15 business day installation lead time due to One Call underground utility location services. To ensure safe digging, RGF will not install driven fence without a One Call ticket that has cleared and is valid. . If a private locator is needed, the private locator fee billed to RGF will be added as a line item on Customer's invoice at no markup. **RENTAL OR MATERIAL SALES SOLD OUTSIDE OF TENNESSEE:** The following is a tax note; RGF doesn't have nexus outside the state of Tennessee. If a proposed fence rental service and/or material purchase is installed or delivered outside of Tennessee, Customer has a responsibility to pay tax to the State's Department of Revenue. **RENTAL FENCE MATERIALS:** Rental fencing is light gauge construction fencing materials. Said materials aren't designed for the wind loads that can occur from storms, high wind, acts of God, etc. RGF will not be held liable for any actions or liability resulting from any installation by RGF or Customer. **FENCE RENTAL PROJECTS WITH RENTAL PERIOD STATED IN**

**PROPOSAL/CONTRACT:** Rental pricing includes (2) trips; (1) for setup and (1) for removal. All other trips requested by Customer will result in an invoice from RGF for RGF's hourly crew rate of \$544.00 per hour plus materials. If Customer contacts RGF for rental pick-up prior to the end of the rental term, this will not result in a credit or discount. **OUTRIGHT SALE OF RENTAL MATERIALS WITH INSTALLATION:** If this specific scenario is stated in the Agreement, pricing includes (1) trip for setup. Removal by RGF is EXCLUDED and is the responsibility of Customer. If the rental materials are stated as "used" in the Agreement, then NO WARRANTY is included. Due to the nature of used rental materials, there is no implied or expressed warranty provided on the sale. **OUTRIGHT SALE OF RENTAL MATERIALS WITHOUT INSTALLATION:** If this specific scenario is stated in the Agreement, pricing includes materials only. RGF installation/removal is excluded. If the rental materials are stated as "used" in the Agreement, then a warranty is not included. Due to the nature of used rental materials, there is no implied or expressed warranty provided on the sale. **RENTAL EXTENSION BILLINGS:** During the last week of any fence rental Agreement term, an RGF representative will contact Customer's stated representative on the cover page of the Agreement and/or Customer's on-site project contact to inquire whether Customer wants RGF to pick-up the materials on the contractual end date or to purchase a rental period extension. If Customer verbally or electronically elects to purchase a rental extension, RGF will submit an invoice to Customer for the additional rental time agreed upon. As with the original rental period, a call for pick-up prior to the end of the new rental period will not result in a credit or discount. **RENTAL EXTENSION PRICING:** If Customer elects to renew an existing rental agreement, the price on the invoice will be derived by taking the previous subtotal (plus or minus any changes since original installation) and dividing by the amount of months of the rental. RGF will subtract a standard renewal discount of \$1.50 per linear foot. With this information, we will generate a new extension invoice to be sent to the billing address on the cover of the Agreement. At the end of the extension billing's time, RGF will contact Customer again as prescribed in this document. If a second (and all following) extension is purchased on the project site, the previously stated renewal discount will not apply again. **AUTOMATIC RENEWALS WITH NO CUSTOMER RESPONSE:** During the last week of any fence rental Agreement term, an RGF representative will contact Customer's stated representative on the cover page of the Agreement and/or Customer's on-site project contact to inquire whether Customer wants RGF to pick-up the materials on the contractual end date or to purchase a rental period extension. Our efforts to contact Customer are as follows; phone call to Customer's stated contact on the cover of this Agreement, email to Customer contact's email address listed on the cover of this Agreement, and lastly, a phone call to Customer's office to inquire whether Customer is in need of a pick-up or extension. If after (7) days past the rental agreement and the Customer has been non-responsive, we will generate a rental extension billing of (1) month.

## SECTION 6 - WORK PERFORMANCE - TERMS AND CONDITIONS

**RESCHEDULING, DELAY DAMAGES:** If Customer desires to reschedule, suspend, or in any way delay work on a scheduled project under Agreement, Customer must provide advanced notice via email to the RGF Contact by 2:00 PM CST the business day before any RGF service is scheduled to occur. Failure to do so will cause RGF to incur unnecessary costs. As such, should Customer fail to provide such notice, Customer shall be responsible to RGF for any such costs and will additionally pay to RGF, as invoiced, a charge of **\$544.00** for each occurrence of delay of scheduled work. For example, if Customer and RGF have scheduled an 8:00 Monday morning service, and Customer calls RGF on that Monday at 7:00 AM to postpone or otherwise reschedule that day's scheduled work, Customer will be charged **\$544.00** at the time of billing. This charge is not punitive but is rather an estimated total of costs RGF will actually incur due to Customer's untimely or lack of advanced notice. **SCOPE OF WORK CHANGES:** If Customer desires to make Scope of Work changes to layout, materials, and/or any other alterations on a scheduled project under Agreement, Customer must provide advanced notice via email to the RGF Contact by 2:00 PM CST the business day before any RGF service is scheduled to occur. RGF will make every effort to accommodate Customer-requested Scope of Work Changes on short notice, but cannot guarantee availability of materials, labor, and/or equipment to perform Scope of Work Changes work installation for an executed Agreement. If Scope of Work Changes can be accommodated, RGF personnel will document said changes and Customer will be billed and invoiced appropriately. If Scope of Work Changes can not be accommodated on short notice, this will cause RGF to incur unnecessary costs and delay installation. As such, Customer shall be responsible to RGF for any such costs and will additionally pay to RGF, as invoiced, a charge of **\$544.00** for each occurrence of Scope of Work Changes. For example, if Customer and RGF have scheduled an 8:00 Monday morning service, and Customer calls RGF on that Monday at 7:00 AM to make changes to the Scope of Work, Customer will be charged \$544 at the time of billing. This charge is not punitive but is rather an estimated total of costs RGF will actually incur due to Customer's untimely or lack of advanced notice. Additionally, **any materials purchased by RGF for the project prior to Scope of Work Changes will be the responsibility of Customer.** A final invoice will be generated for said materials along with any reasonable mobilization fees incurred. **CONTRACT CANCELLATION:** If Customer signs RGF Agreement and elects to cancel the Agreement prior to work beginning, Customer must do so in writing via email to derek@rgfence.com and the RGF Project Manager listed on the Agreement. Time is of the essence, so email is preferred. While not preferred, you may submit your cancellation prior to work commencing via UPS or FedEx with signature confirmation at Customer's expense. **Any materials purchased by RGF for the project prior to cancellation will be the responsibility of Customer.** A final invoice will be generated for said materials along with any reasonable mobilization fees incurred.

## SECTION 7 - OUTRIGHT SALE OF MATERIALS WITHOUT INSTALLATION:

**OUTRIGHT SALE OF MATERIALS WITHOUT INSTALLATION:** If this specific scenario is stated in the Agreement, pricing includes materials only. RGF installation/removal is excluded.

## SECTION 8 – CONSTRUCTION MANAGEMENT SOFTWARE

**CONSTRUCTION MANAGEMENT SOFTWARE:** Customer must notify RGF of any requirements for RGF utilization of Construction Management Software (including but not limited to, e.g., Procore, Autodesk BIM 360, Bluebeam, et. al.) to perform, administer, and/or complete project work, prior to Agreement pricing. RGF Agreement pricing issued without Customer notice of required RGF utilization of Construction Management Software is subject to change. If Agreement is executed prior to Customer notification of RGF required utilization of Construction Management Software, an additional line-item charge will occur at final invoicing.

## SECTION 9 – PROPERTY MANAGEMENT/COMPLIANCE FEES

**PROPERTY MANAGEMENT/COMPLIANCE FEES:** Customer must notify RGF of any requirements for RGF utilization of any property management/compliance fees (including but not limited to, e.g., Registry Monitoring Insurance Services, Inc., NetVendor, OPSMerchants, RealPage Vendor Credentialing, et. al.) to perform, administer, and/or complete project work, prior to Agreement pricing. RGF Agreement pricing issued without Customer notice of required RGF utilization of a property management/compliance service is subject to change. If Agreement is executed prior to Customer notification of RGF required utilization of property management/compliance service, an additional line-item charge will occur at final invoicing.

## SECTION 10 - PREVAILING WAGE PROJECTS

**PREVAILING WAGE PROJECTS:** Pricing is based on standard projects that are not subject to any Prevailing Wage requirements. If Customer requires work to be performed utilizing Prevailing Wages, Customer is to inform RGF contact so RGF can provide a revised proposal that includes Prevailing Wages. If Customer fails to inform RGF of a Prevailing Wage requirement, RGF will bill Customer for any increased labor wages incurred and penalties assessed.

## SECTION 11 - CERTIFIED PAYROLL

**CERTIFIED PAYROLL:** Certified Payroll is available for Customer upon request.

## SECTION 12 - OCIP ENROLLMENT REQUESTS

Initials:

**OCIP ENROLLMENT REQUESTS:** If Customer requires OCIP Enrollment prior to commencement of RGF work on a job site, Customer must inform RGF in a reasonable amount of time in writing. Failure to communicate said need in a timely manner will delay RGF scope of work being performed.

### SECTION 13 – GOVERNING LAW

**GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Tennessee, U.S.A., without reference to any conflicts of law provisions. **JURISDICTION:** For any legal proceedings involving this Agreement, proceedings will be held in Nashville (Davidson County), Tennessee.

### SECTION 14 - FORCE MAJEURE

**FORCE MAJEURE:** RGF shall be excused from its performance for a reasonable period of time to the extent that it is prevented, hindered, or delayed by a force majeure occurrence. This is inclusive of any COVID-19 related delays.

### SECTION 15 – SPECIFIC CONDITIONS

**STANDARD WORK HOURS:** RGF's normal business hours are Monday through Friday, 7:00 a.m. to 3:30 p.m. U.S. Central Time. Work performed outside of stated hours is considered "outside of business hours" for the legal purposes of this Agreement. If Customer requires work outside of RGF's business hours after an Agreement is made, Customer is subject to an overtime labor billing on the invoice. **STANDARD INSTALLATION WORK:** RGF agrees to guarantee **permanent** fence and/or guardrail installation stated in this Agreement to be free from defects in materials and workmanship for one year. Rental fence work of any kind is excluded from said guarantee. **ACCESS TO WORK AREA:** RGF requires Access to Work Area to perform work installation. Prior to RGF arrival to perform work, Customer shall provide a 6' minimum clearance to and adjacent with work installation areas free of obstructions including, but not limited to, vegetation, trash, debris, and equipment. Failure to provide RGF with Access to Work Area will delay work performance and cause RGF to incur unnecessary costs to perform work installation; any labor, material, or equipment costs for RGF to create Access to Work Area will be invoiced to Customer at billing. **PROPERTY LINES:** RGF will assist Customer, when possible, in determining where the fence is to be erected, but under no circumstance does RGF assume any responsibility concerning property lines or in any way guarantee their accuracy. If property pins cannot be located, it is recommended that Customer have the property surveyed. **DIGGING (When Applicable):** RGF will assume the responsibility for having underground **public** utilities located and marked. However, RGF assumes no responsibility for unmarked sprinkler lines, or any other unmarked buried lines or objects. Customer will assume all liability for any damage caused by directing RGF to dig in the immediate vicinity of known utilities. If a private locator is needed, the private locator fee billed to RGF will be added as a line item on Customer's invoice at no markup. **POST SETTING (When Applicable):** Per ASTM F567-07 Standard Practice for Fence Installation, "When solid rock or concrete is encountered, without an overburden of soil, set posts in solid rock or concrete. The depth of the hole shall be three times the largest cross section of the posts. The diameter of the hole shall be 1/2 in. greater than the largest cross section of the post." **WOOD FENCE WORK:** Wood fence materials can warp, crack, or twist while in the drying process. RGF can't guarantee wood not to do this. **All wood fence materials** are sold to Customer as-is with no implied or expressed warranty provided. **GATE REPAIR SERVICE:** Our gate repair service will return the gate to a fully operational state, but the look of the gate will not be new as this is only a functional repair and not a replacement. **FENCE SCREEN (a.k.a. windscreen) WORK:** Fence screen installed on fence isn't designed for the wind loads that can occur from storms, high wind, acts of God, etc. RGF will not be held liable for any actions or liability resulting from the installation (any installation by RGF or Customer). **LOGO SCREEN WORK:** When logo screen is quoted, Customer must submit high resolution (min. 300 d.p.i.) vector-art for our manufacturer to be able to produce the print product. Typically, vector-art files are saved as .EPS, .AI, or .PSD files. If you don't know what this means, please see your marketing department. If the manufacturer deems the Customer-supplied art is not valid for print, the manufacturer charges RGF a \$150.00 art charge. The \$150.00 art fee will be passed along as an additional line-item charge on Customer's invoice.

### SECTION 16 – EXCLUSIONS

**ZONING REGULATIONS:** RGF shall advise Customer as to zoning regulations for work performance, when possible, but responsibility for complying with said zoning regulations shall rest with Customer; under no circumstance does RGF assume any responsibility concerning zoning regulations. **PERMITS:** RGF shall advise Customer as to obtaining any required permits for work performance, when possible, but responsibility for complying with said permits shall rest with Customer; under no circumstance does RGF assume any responsibility concerning permits. **ROAD CLOSURES, FLAGGERS AND/OR POLICE PATROL:** Road closure permits, flagging duties, and/or police patrol duties shall be the responsibility of Customer. **MATERIALS PAINTING/STAINING/COLORING:** Unless specifically described in this Agreement, RGF will install all materials as-is from the manufacturer; any painting/staining/coloring of materials shall be the responsibility of Customer. **ACCESS CONTROL:** Unless specifically described in this Agreement, any Access Control installation shall be the responsibility of Customer. If Customer desires Access Control (e.g., gate operators) for the installation, RGF can provide pricing to add and/or include such installation. **ELECTRICAL WORK:** Unless specifically described in this Agreement, any Electrical Work (e.g., grounding) shall be the responsibility of Customer.



# PROPOSAL/CONTRACT APPROVAL

**Rio Grande Fence Co. of Tennessee - Tennessee General Contractors License Number 14816**

**NASHVILLE - 1410 Lebanon Pike, Nashville, TN 37210 - Phone 615-244-4766**

**KNOXVILLE – 10610 Dutchtown Road, Knoxville, TN 37932 – Phone 865-333-3004**

**EST. 1958 - RGFENCE.COM**

## AGREEMENT

PROPOSAL NUMBER: Q-06868-R8R6

PROPOSAL DATE: 9/18/2024

**Acceptance of this Agreement is subject to all terms and conditions listed in this Agreement.**

Rio Grande Fence Co. of Tennessee proposes to complete the work described for JE Dunn Construction in this Agreement. Additional charges will occur if changes are made to project scope by JE Dunn Construction once this document has been signed.

NOTE: Pricing is valid until: 9/25/2024

Signature:

Signature Date:

Name: Sean Buck

Title: Senior Vice President

Email: sean.buck@jedunn.com

Mobile Number: 615-429-8134





## METROPOLITAN BOARD OF PARKS AND RECREATION

Centennial Park Office  
Park Plaza at Oman Street  
Nashville, TN 37201

(615) 862-8400  
Fax (615) 862-8414  
[www.nashville.gov/parks](http://www.nashville.gov/parks)

Monique Horton Odom, Director

April 1, 2025

Mr. Mark Woods  
McCabe Park Little League  
101 46<sup>th</sup> Avenue North  
Nashville, TN 37209

Dear Mr. Woods:

The Parks Board, at its meeting held Tuesday, April 1, 2025, accepted an in-kind grant, valued at approximately \$9,983.00, for improvements to the "small baseball field" at McCabe Park.

Please note there is no required match by Metro Parks associated with this grant. No money will be sent to Metro Parks. This project will be paid for directly by the MPLL.

Please continue to coordinate with Mr. Phil Luckett. If further information is needed regarding the donation process, please contact Ms. Chinita White of my staff; she may be reached at 615 862-8400. On behalf of Metro Parks, thank you for this generous contribution.

Sincerely,

Monique Horton Odom, Director  
and Secretary to the Board

:lt

c: Chinita White  
Alan Enzo  
Phil Luckett  
John Holmes

*"It is the mission of Metro Parks and Recreation to sustainably and equitably provide everyone in Nashville with an inviting network of parks and greenways that offer health, wellness and quality of life through recreation, conservation and community"*



FOR ADA ACCOMMODATIONS, PLEASE CONTACT 615-862-8400  
WE ARE AN EQUAL OPPORTUNITY EMPLOYER




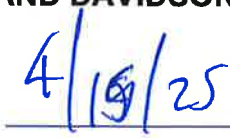
**SIGNATURE PAGE  
FOR**

**GRANT NO. McCabe Little League 2025**

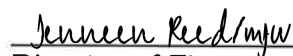
IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

  
\_\_\_\_\_  
Department

  
\_\_\_\_\_  
Date

**APPROVED AS TO AVAILABILITY  
OF FUNDS:**

  
\_\_\_\_\_  
Director of Finance

5/2/2025 | 3:59 PM CDT  
\_\_\_\_\_  
Date

**APPROVED AS TO RISK AND INSURANCE:**

  
\_\_\_\_\_  
Director of Insurance

5/2/2025 | 4:14 PM CDT  
\_\_\_\_\_  
Date

**APPROVED AS TO FORM AND  
LEGALITY:**

  
\_\_\_\_\_  
Metropolitan Attorney

5/2/2025 | 4:13 PM CDT  
\_\_\_\_\_  
Date

**FILED:**

\_\_\_\_\_  
Metropolitan Clerk

\_\_\_\_\_  
Date