

AGENDA

Board of Mayor and Aldermen
October 2, 2025 Regular Meeting @ 5:30 PM

- Call workshop to order.
- Determine quorum.
- Prayer by Alderman Haas.
- Pledge of Allegiance by Vice-Mayor Noe.

ORDER OF BUSINESS

1. Approve Minutes: August 28, 2025 Workshop, September 2, 2025 Public Hearing, and September 2, 2025 Regular Meeting.
2. Presentations:
 - A. Proclamation - Halloween Driver Safety Week. (Workshop only.)
3. Public Comment Period.
4. Department Reports:
 - A. Police Department
 - B. Fire Department
 - C. Parks & Recreation Department
 - D. Library
 - E. Finance Department
 - F. Water Treatment Plant

OLD BUSINESS

5. Second Reading - **Ordinance #2025-25** - An Ordinance to Amend the City of La Vergne Zoning Ordinance by Changing the Official Zoning Map for Tax Map 18K, Group A, Parcel 6. Property Consists of Approximately 13.63 Acres. Property Located at the end of Wheeler Street. Current Zoning: I-1 (Light Industrial) Zoning District; Proposed Zoning: I-2 (Heavy Industrial) Zoning District. (This received a favorable recommendation from the Planning Commission on July 29, 2025. A public hearing was held on Tuesday, September 2, 2025.)
6. Second Reading - **Ordinance #2025-27** – An Ordinance Repealing the Existing Zoning Ordinance and Zoning Map, Adopting a New Zoning Ordinance and Zoning Map, and Amending Title 14 of the La Vergne Municipal Code in Conformity with the Same. (This received a favorable recommendation from the Planning Commission on July 29, 2025. A public hearing was held on Tuesday, September 2, 2025. A second public hearing will be held on Thursday, October 9, 2025 at 5:45 p.m.)

7. Second Reading - **Ordinance #2025-28** - An Ordinance to Amend the Fiscal Year 2025-2026 General Fund Budget.
8. Second Reading - **Ordinance #2025-29** - An Ordinance to Amend the Fiscal Year 2024-2025 General Fund Budget.
9. Second Reading - **Ordinance #2025-30** - An Ordinance to Amend the Fiscal Year 2024-2025 Police Impact Fee Fund Budget.
10. Second Reading - **Ordinance #2025-31** - An Ordinance to Amend the Fiscal Year 2024-2025 State Street Aid Fund Budget.
11. Second Reading - **Ordinance #2025-32** - An Ordinance to Amend the Fiscal Year 2024-2025 Water and Sewer Fund Budget.

CONSENT AGENDA (All items under the Consent Agenda are deemed to be non-controversial and routine in nature by the governing body. They will be approved by one motion of the governing body. The items on the Consent Agenda will not be discussed.)

12. **Consent Agenda Items:**

- A. Approve or Reject City Bids and Purchases:
 1. Sole Source Purchase - Water Meters.
 2. Sole Source Purchase - E-One Grinder Pumps.
 3. Sole Source Purchases - Fire Apparatus Parts and Service.
 4. Sole Source Purchase - Lift Station Equipment for Sewer Department.
 5. Sourcewell Contract Purchase - Janitorial Supplies.
 6. Sourcewell Contract Purchase - Office Supplies.
 7. Sourcewell Contract Purchase - NAPA Auto Parts.
 8. Sourcewell Contract Purchase - Ford Auto Parts.
 9. State Contract Purchase - GPS for City Vehicles.
 10. Purchase - Interview Now Recruiting Platform for the Police Department.
- B. Approve the Employee Benefits Package for 2026.
- C. Approve Grant Consent Agreement between the State of Tennessee and the City of La Vergne for the State and Local Cybersecurity Grant Program (SLCGP).
- D. Approve Contract for Legal Services from Stag Liuzza, LLC for the Aqueous Film-Forming Foams (AFFF) Product Liability Multi-District Litigation.
- E. Approve Amendment #6 to the Professional Services Agreement with Kimley-Horn and Associates, Inc. for the Proposed Blair Road West Extension Project.
- F. Ratify the Approval of a Combined Subdivision Participation and Release Form and the Tennessee State-Subdivision Opioid Abatement Agreement for Secondary Manufacturer Settlements.

- G. Approve Memorandum of Understanding with the Town of Smyrna, the City of Murfreesboro, and Rutherford County Regarding the Cost Sharing of a Study on Unifying Public Safety Emergency Dispatch Services.

NEW BUSINESS

13. First Reading - **Ordinance #2025-33** - An Ordinance to Amend Title 9, Chapter 8, Section 9-803(3) of the La Vergne Municipal Code Regarding the Location of an Adult Business.
14. **Resolution #2025-24** - A Resolution of the City of La Vergne Board of Mayor and Aldermen to Declare Property Owned by the City to be Surplus to the City's Needs and Directing Disposal of the Same.
15. **Resolution #2025-25** - A Resolution to Donate A Surplus Fire Department Heavy Rescue Truck to the Church Hill Volunteer Rescue Squad.
16. **Resolution #2025-26** - A Resolution to Approve a Land Acquisition Policy for Additional Real Property Interests Needed for the South Waldron Road Widening Project.
17. **Resolution #2025-27** - A Resolution Authorizing the City of La Vergne to Participate in the Public Entity Partners Judy Housley Safety Partners Matching Grant Program.
18. **Resolution #2025-28** - A Resolution Authorizing the City of La Vergne to Participate in the Public Entity Partners James L. Richardson "Driver Safety" Matching Grant Program.
19. **Appoint or Remove Board / Committee Members:**
 - A. Beautification and Arts Advisory Committee. (One term is vacant.)
 - B. Library Board. (One term is vacant.)

MAYOR / ALDERMEN COMMENTS

ADJOURN

MINUTES OF THE REGULAR WORKSHOP OF THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF LA VERGNE, TENNESSEE HELD ON AUGUST 28, 2025, AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

CALL TO ORDER

The August 8, 2025 regular workshop of the Board of Mayor and Aldermen of the City of La Vergne, Tennessee was called to order at 5:30 p.m. at La Vergne City Hall by Mayor Jason Cole.

BOARD MEMBERS PRESENT

Members present: Mayor Jason Cole, Vice-Mayor Steve Noe, Alderman Carol Haas, Alderman Kara Hobbs, and Alderman Graeme Coates.

Mayor Cole stated that Vice-Mayor Noe would lead the prayer and that he would lead the Pledge of Allegiance at the Regular Meeting on September 2, 2025.

ORDER OF BUSINESS

1. Approve Minutes: August 5, 2025 Workshop; August 7, 2025 Public Hearing; and August 7, 2025 Regular Meeting.

Mayor Cole stated that the minutes would be voted on at the Tuesday meeting.

2. Public Comment Period.

Ms. Deborah Mednick, 136 Lakewood Dr., spoke about the zoning ordinance.

Ms. Jennifer Sychareune, 130 Tulip Poplar Dr., spoke about the zoning ordinance.

Ms. Victoria Whitlow, 124 Tulip Poplar Dr., spoke about the zoning ordinance.

Ms. Stacey Lanker, 112 Tulip Poplar Dr., spoke about the zoning ordinance.

Mr. Elton Feltz, 117 Vaughnwood Dr., spoke about the zoning ordinance.

Mr. Jim Kelsey, 107 Lakewood Dr., spoke about the zoning ordinance.

Mr. Jim Hesemann, 141 Vaughnwood Dr., spoke about the zoning ordinance.

Mr. Larry Lanker, 112 Tulip Poplar Dr., spoke about the zoning ordinance.

Mr. Brian Roberge, 133 Vaughnwood Dr., spoke about the zoning ordinance.

Ms. Dana Carter, 127 Vaughnwood Dr., spoke about the zoning ordinance.

Ms. Susan Feltz, 117 Vaughnwood Dr., spoke about the zoning ordinance.

Mr. James King, 120 Lakewood Dr., spoke about the zoning ordinance.

Mr. Neil Patel, spoke about a rezoning request.

3. **Department Reports:**
 - A. **Police Department**
 - B. **Fire Department**
 - C. **Parks & Recreation Department**
 - D. **Library**
 - E. **Finance Department**
 - F. **Water Treatment Plant**

Mayor Cole stated that the reports would be given on Tuesday night.

OLD BUSINESS

4. **Second Reading - Ordinance #2025-21 - An Ordinance to Amend the City of La Vergne Zoning Ordinance by Changing the Official Zoning Map for Tax Map 29, Parcel 38. Property Consists of Approximately 4.36 Acres. Property Located at 782 Waldron Road. Current Zoning: R-1 (Low Density Residential) Zoning District; Proposed Zoning: C-2 (Highway Service Commercial) Zoning District. (This received a favorable recommendation from the Planning Commission on June 24, 2025.)**

Mayor Cole explained the ordinance. Alderman Hobbs asked about spot zoning. City Attorney Evan Cope stated that only a court can declare spot zoning.

No action was taken.

5. **Second Reading - Ordinance #2025-22 - An Ordinance to Amend Title 2 of the La Vergne Municipal Code by Deleting Title 2, Chapter 3 Regarding the Local Emergency Planning Committee.**

Mayor Cole explained the ordinance.

No action was taken.

6. **Second Reading - Ordinance #2025-23 - An Ordinance to Amend Title 7, Chapter 6, Section 7-615 of the La Vergne Municipal Code Regarding Permissible Dates and Times of Discharge for Fireworks.**

Mayor Cole explained the ordinance.

No action was taken.

7. **Second Reading - Ordinance #2025-24 - An Ordinance to Amend the Fiscal Year 2025-2026 Parks Capital Projects Fund Budget.**

Mayor Cole explained the ordinance.

No action was taken.

CONSENT AGENDA

8. **Consent Agenda Items:**

A. Approve or Reject City Bids and Purchases:

1. Bid - HVAC Maintenance, Repair and Replacement.
2. Bid - Electrical Maintenance and Repair.
3. Bid - Traffic Signal and High Mast Lighting Installation, Maintenance and Repair.
4. Omnia Partners Contract Purchase - Laptop Computers for Police Vehicles.
5. Ratify the Emergency Purchase of a Replacement Roof for the Police Annex Building.

B. Approve Memorandum of Understanding with Motlow State Community College for Advanced Emergency Medical Technician Training.

C. Approve a Utility Relocation Agreement with Middle Tennessee Electric Membership Corporation for Relocating Electrical Utilities for the Blair Road West Extension Project.

D. Approve a Joint Engagement Letter with Consolidated Utility District, City of Murfreesboro, and the Town of Smyrna, for a Water Supply Reallocation Study Request with the United States Army Corps of Engineers.

E. Approve Application for a Roadblock to be Conducted by the Shriners from 9:00 a.m. until 2:00 p.m. on Saturday, October 4, 2025, with a Rain Date of Saturday, October 11, 2025, at the Intersection of Murfreesboro Road and Stones River Road.

Mayor Cole explained each item.

NEW BUSINESS

9. **First Reading - Ordinance #2025-25 - An Ordinance to Amend the City of La Vergne Zoning Ordinance by Changing the Official Zoning Map for Tax**

Map 18K, Group A, Parcel 6. Property Consists of Approximately 13.63 Acres. Property Located at the end of Wheeler Street. Current Zoning: I-1 (Light Industrial) Zoning District; Proposed Zoning: I-2 (Heavy Industrial) Zoning District. (This received a favorable recommendation from the Planning Commission on July 29, 2025. A public hearing will be held on Tuesday, September 2, 2025 at 5:45 p.m.)

Mayor Cole explained the ordinance. Vice-Mayor Noe asked if this would affect the church close by. Mayor Cole stated it should not. He explained what the applicant was requesting and what improvements they would make.

No action was taken.

10. **First Reading - Ordinance #2025-26 - An Ordinance to Amend the City of La Vergne Zoning Ordinance by Changing the Official Zoning Map for Tax Map 29, Parcel 42. Property Consists of Approximately 32.5 Acres. Property Located at 180 Blair Road. Current Zoning: R-1 (Low Density Residential) Zoning District; Proposed Zoning: R-3 (High Density Residential) Zoning District. (This received a favorable recommendation from the Planning Commission on July 29, 2025. A public hearing will be held on Tuesday, September 2, 2025 at 5:45 p.m.)**

Mayor Cole explained the ordinance. Vice-Mayor Noe stated that he is against this rezoning. Mayor Cole spoke about the property. Alderman Hobbs explained her concerns of the rezoning.

Alderman Coates spoke about the need for road improvements. He stated that if a developer comes along, the road improvements could be on the taxpayers. A discussion ensued.

Alderman Haas asked about the road widening and the developers. Mayor Cole explained. A discussion ensued. Alderman Coates spoke about the process through the Planning Commission if a developer decided to pursue a development.

No action was taken.

11. **First Reading - Ordinance #2025-27 – An Ordinance Repealing the Existing Zoning Ordinance and Zoning Map, Adopting a New Zoning Ordinance and Zoning Map, and Amending Title 14 of the La Vergne Municipal Code in Conformity with the Same. (This received a favorable recommendation from the Planning Commission on July 29, 2025. A public hearing will be held on Tuesday, September 2, 2025 at 5:45 p.m.)**

Mayor Cole explained the ordinance. Alderman Haas made comments about the zoning

ordinance. She asked about citizens making requests to change their zoning and why the Vaughnwood community was not brought up. Mayor Cole explained. He spoke about the Takings Clause. He explained the process of rezoning. A discussion ensued.

Mr. Cope stated that an individual could request a rezoning, instead of the City imposing the zoning on the residents. A discussion ensued. Vice-Mayor Noe asked about amending the Vaughnwood community property. Mr. Cope explained the risks and the process.

Mr. Eaton Feltz, approached the podium and stated that he thought the area was already Estate Residential. A discussion ensued. Mr. Cope explained the City's position on the rezoning. Alderman Coates made comments about the zoning ordinance. A discussion ensued.

Mr. Matthew Mednick, 135 Lakewood Dr., spoke about his property. Mr. Brown spoke about making the amendment through BOMA, instead of the Planning Commission, since Planning Commission only gives a favorable or unfavorable recommendation.

Mr. Ryan Roberge, 133 Vaughnwood Dr., spoke about his property.

Ms. Stacey Lanker, 112 Tulip Poplar Dr., spoke about the town hall and her property.

Mr. Larry Lanker, 112 Tulip Poplar Dr., spoke about his property.

No action was taken.

12. First Reading - Ordinance #2025-28 - An Ordinance to Amend the Fiscal Year 2025-2026 General Fund Budget.

Mayor Cole explained the ordinance.

No action was taken.

13. First Reading - Ordinance #2025-29 - An Ordinance to Amend the Fiscal Year 2024-2025 General Fund Budget.

Mayor Cole explained the ordinance.

No action was taken.

14. First Reading - Ordinance #2025-30 - An Ordinance to Amend the Fiscal Year 2024-2025 Police Impact Fee Fund Budget.

Mayor Cole explained the ordinance.

No action was taken.

15. First Reading - Ordinance #2025-31 - An Ordinance to Amend the Fiscal Year 2024-2025 State Street Aid Fund Budget.

Mayor Cole explained the ordinance.

No action was taken.

16. First Reading - Ordinance #2025-32 - An Ordinance to Amend the Fiscal Year 2024-2025 Water and Sewer Fund Budget.

Mayor Cole explained the ordinance.

No action was taken.

17. Resolution #2025-22 - A Resolution of the City of La Vergne Board of Mayor and Aldermen to Declare Property Owned by the City to be Surplus to the City's Needs and Directing Disposal of the Same.

Mayor Cole explained the resolution.

No action was taken.

18. Resolution #2025-23 - A Resolution Authorizing the City of La Vergne to Join the State of Tennessee and Other Local Governments in Amending the Tennessee State-Subdivision Opioid Abatement Agreement and Approving the Related Settlement Agreements.

Mayor Cole explained the ordinance.

No action was taken.

19. Appoint or Remove Board / Committee Members:
A. Beautification and Arts Advisory Committee. (Two terms are vacant.)
B. Library Board. (One term is vacant.)

Mayor Cole spoke about the vacancies.

20. Discussion - Potential Donation of the Fire Department's Heavy Rescue Truck.

Mayor Cole explained the process. Fire Chief stated we should donate the truck to a volunteer squad. He stated that he explained the issues of the truck to the potential volunteer squad. A discussion ensued. City Administrator Bruce Richardson stated that two resolutions would be needed if we donate the truck.

21. Discussion - Banning Food Trucks.

Vice-Mayor Noe suggested a day and time limit for food trucks. A discussion ensued.

Mr. Kerry Williams, Hip Hops Top Chef Food Truck, 206 Deer Lick Dr, approached the podium and explained his concerns with the food truck discussion. A discussion ensued.

22. Discussion - Residential Trash Services.

Mayor Cole spoke about the different trash service options and containers. A discussion ensued.

MAYOR / ALDERMEN COMMENTS

Alderman Hobbs spoke about the openings on the Beautification Boards.

Alderman Coates thanked everyone for their support tonight.

Alderman Haas thanked the citizens for showing up to the meeting and thanked the Fire and Police Departments.

Vice-Mayor Noe spoke about his and Ms. Skinner's upcoming birthdays. He encouraged everyone to visit the carnival. He stated that on September 6, 2025, electronic dumpster will be available at the Senior Center.

Mayor Cole reminded everyone about the carnival that is in town. He introduced Donna Tracy, our new PIO. He thanked the Vaughnwood community for attending the meeting.

ADJOURNMENT

A motion, made by Vice-Mayor Noe, seconded by Alderman Coates, to adjourn the workshop at 7:22 p.m., was adopted with all voting AYE.

Mayor

City Recorder

Approved: _____

MINUTES OF THE PUBLIC HEARING OF THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF LA VERGNE, TENNESSEE HELD ON SEPTEMBER 2, 2025, AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

Call to Order

The September 2, 2025 Public Hearing of the Board of Mayor and Aldermen of the City of La Vergne, Tennessee was called to order at 5:45 p.m. at La Vergne City Hall by Mayor Jason Cole.

Board Members Present

Members present: Mayor Jason Cole, Vice-Mayor Steve Noe, Alderman Carol Haas, Alderman Hobbs, and Alderman Graeme Coates.

ORDER OF BUSINESS

1. **Ordinance #2025-25 - An Ordinance to Amend the City of La Vergne Zoning Ordinance by Changing the Official Zoning Map for Tax Map 18K, Group A, Parcel 6. Property Consists of Approximately 13.63 Acres. Property Located at the end of Wheeler Street. Current Zoning: I-1 (Light Industrial) Zoning District; Proposed Zoning: I-2 (Heavy Industrial) Zoning District. (This received a favorable recommendation from the Planning Commission on July 29, 2025.)**

No one spoke. The public hearing for this item was declared closed.

2. **Ordinance #2025-26 - An Ordinance to Amend the City of La Vergne Zoning Ordinance by Changing the Official Zoning Map for Tax Map 29, Parcel 42. Property Consists of Approximately 32.5 Acres. Property Located at 180 Blair Road. Current Zoning: R-1 (Low Density Residential) Zoning District; Proposed Zoning: R-3 (High Density Residential) Zoning District. (This received a favorable recommendation from the Planning Commission on July 29, 2025.)**

Ms. Katie Darby, 140 Holmes Court, spoke about the rezoning request.

No one else spoke. The public hearing for this item was declared closed.

3. **Ordinance #2025-27 – An Ordinance Repealing the Existing Zoning Ordinance and Zoning Map, Adopting a New Zoning Ordinance and Zoning Map, and Amending Title 14 of the La Vergne Municipal Code in Conformity with the Same. (This received a favorable recommendation from the Planning Commission on July 29, 2025.)**

Ms. Stacey Lanker, 112 Tulip Poplar Dr., spoke about the zoning in her neighborhood.

Ms. Gretchen King, 120 Lakewood Dr., spoke about the zoning in her neighborhood.

Mr. Syphoum Sychareune, 130 Tulip Poplar Dr., spoke about the zoning in his neighborhood.

Mr. Philip Pratt, 870 Stones River Rd., spoke about the zoning in his neighborhood.

Mr. Wayne Deats, 141 Tulip Poplar Dr., spoke about the zoning in his neighborhood.

Mr. William Hawkins, 106 Lakewood Dr., spoke about the zoning in his neighborhood.

Mr. Chris Feltz, 117 Vaughnwood Dr., spoke about the zoning in his neighborhood.

Mr. Dan Rafferty, 118 Tulip Poplar Dr., spoke about the zoning in his neighborhood.

Ms. Mary Jane Skinner, 792 Stones River Rd., spoke about the zoning in her neighborhood.

Mr. Jim Hesemann, 141 Vaughnwood Dr., spoke about the zoning in his neighborhood.

Ms. Deborah Mednick, 136 Lakewood Dr., spoke about the zoning in her neighborhood.

Mr. Jeff Carter, 127 Vaughnwood Dr., spoke about the zoning in his neighborhood.

Ms. Carolyn Vaughn, 210 Jonas Dr., spoke about the zoning in her neighborhood.

Ms. Dana Carter, 127 Vaughwood Dr., spoke about the zoning in her neighborhood.

Mr. Kim Kelsey, 107 Lakewood Dr., spoke about the zoning in his neighborhood.

No one else spoke. The public hearing for this item was declared closed.

ADJOURNMENT

Mayor Cole declared the public hearing adjourned at 6:07 p.m.

Mayor

City Recorder

Approved: _____

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF MAYOR AND ALDERMEN
OF THE CITY OF LA VERGNE, TENNESSEE HELD ON SEPTEMBER 2, 2025, AT
LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.**

CALL TO ORDER

The September 2, 2025 regular meeting of the Board of Mayor and Aldermen of the City of La Vergne, Tennessee was called to order at 6:07 p.m. at La Vergne City Hall by Mayor Jason Cole.

BOARD MEMBERS PRESENT

Members present: Mayor Jason Cole, Vice-Mayor Steve Noe, Alderman Carol Haas, Alderman Kara Hobbs, and Alderman Graeme Coates.

The prayer was led by Vice-Mayor Noe, and Mayor Cole led the Pledge of Allegiance.

ORDER OF BUSINESS

1. Approve Minutes: August 5, 2025 Workshop; August 7, 2025 Public Hearing; and August 7, 2025 Regular Meeting.

A motion, made by Alderman Haas, seconded by Alderman Coates, to approve the minutes of the August 5, 2025 Workshop, August 7, 2025 Public Hearing, and August 7, 2025 Regular Meeting, was adopted with all voting AYE.

2. Public Comment Period.

Mr. Larry Lanker, 112 Tulip Poplar Dr, spoke about the rezoning in his neighborhood.

Ms. Gretchen King, 120 Elizabeth Dr, spoke about her support for the Estate Residential in her neighborhood.

Mr. Wayne Dietz, 141 Tulip Poplar Dr, spoke about his support for the rezoning in his neighborhood.

3. Department Reports:

A. Police Department. Chief Moews gave the report for the Police Department.

B. Fire Department. Chief Ronny Beasley gave the report for the Fire Department.

C. Parks & Recreation Department. Mr. David McGowan gave the report for the Parks & Recreation Department.

D. Library. Ms. Donna Bebout gave the report for the Library Department.

- E. **Finance.** Ms. Danielle Brown gave the report for the Finance Department.
- F. **Water Treatment Plant.** Mr. Danny Campbell gave the report for the Water Treatment Plant.

OLD BUSINESS

4. **Second Reading - Ordinance #2025-21 - An Ordinance to Amend the City of La Vergne Zoning Ordinance by Changing the Official Zoning Map for Tax Map 29, Parcel 38. Property Consists of Approximately 4.36 Acres. Property Located at 782 Waldron Road. Current Zoning: R-1 (Low Density Residential) Zoning District; Proposed Zoning: C-2 (Highway Service Commercial) Zoning District. (This received a favorable recommendation from the Planning Commission on June 24, 2025.)**

A motion was made by Alderman Coates, seconded by Alderman Hobbs, to approve Ordinance #2025-21 on second reading.

Alderman Haas spoke about her concern for the rezoning.

The motion was adopted following a roll-call vote.

Alderman Hobbs	NO
Alderman Coates	AYE
Alderman Haas	AYE
Vice-Mayor Noe	AYE
Mayor Cole	AYE

5. **Second Reading - Ordinance #2025-22 - An Ordinance to Amend Title 2 of the La Vergne Municipal Code by Deleting Title 2, Chapter 3 Regarding the Local Emergency Planning Committee.**

A motion, made by Alderman Haas, seconded by Vice-Mayor Noe, to approve Ordinance #2025-22 on second reading, was adopted following a roll-call vote.

Alderman Hobbs	AYE
Alderman Coates	AYE
Alderman Haas	AYE
Vice-Mayor Noe	AYE

6. **Second Reading - Ordinance #2025-23 - An Ordinance to Amend Title 7,**

Chapter 6, Section 7-615 of the La Vergne Municipal Code Regarding Permissible Dates and Times of Discharge for Fireworks.

A motion, made by Vice-Mayor Noe, seconded by Alderman Haas, to approve Ordinance #2025-23 on second reading, was adopted following a roll-call vote.

Alderman Hobbs	AYE
Alderman Coates	AYE
Alderman Haas	AYE
Vice-Mayor Noe	AYE

7. Second Reading - Ordinance #2025-24 - An Ordinance to Amend the Fiscal Year 2025-2026 Parks Capital Projects Fund Budget.

A motion was made by Alderman Haas, seconded by Alderman Hobbs, to approve Ordinance #2025-24 on second reading.

Mayor Cole stated that this was for the Brookside Park.

The motion was adopted following a roll-call vote.

Alderman Hobbs	AYE
Alderman Coates	AYE
Alderman Haas	AYE
Vice-Mayor Noe	AYE
Mayor Cole	AYE

CONSENT AGENDA

8. Consent Agenda Items:

A. Approve or Reject City Bids and Purchases:

1. Bid - HVAC Maintenance, Repair and Replacement.
2. Bid - Electrical Maintenance and Repair.
3. Bid - Traffic Signal and High Mast Lighting Installation, Maintenance and Repair.
4. Omnia Partners Contract Purchase - Laptop Computers for Police Vehicles.
5. Ratify the Emergency Purchase of a Replacement Roof for the Police Annex Building.

B. Approve Memorandum of Understanding with Motlow State Community College for Advanced Emergency Medical Technician Training.

C. Approve a Utility Relocation Agreement with Middle Tennessee Electric Membership Corporation for Relocating Electrical Utilities for the Blair

- Road West Extension Project.**
- D. **Approve a Joint Engagement Letter with Consolidated Utility District, City of Murfreesboro, and the Town of Smyrna, for a Water Supply Reallocation Study Request with the United States Army Corps of Engineers.**
 - E. **Approve Application for a Roadblock to be Conducted by the Shriners from 9:00 a.m. until 2:00 p.m. on Saturday, October 4, 2025, with a Rain Date of Saturday, October 11, 2025, at the Intersection of Murfreesboro Road and Stones River Road.**

A motion, made by Alderman Haas, seconded by Alderman Coates, to approve the consent agenda as recommended, was adopted with all voting AYE.

NEW BUSINESS

9. **First Reading - Ordinance #2025-25 - An Ordinance to Amend the City of La Vergne Zoning Ordinance by Changing the Official Zoning Map for Tax Map 18K, Group A, Parcel 6. Property Consists of Approximately 13.63 Acres. Property Located at the end of Wheeler Street. Current Zoning: I-1 (Light Industrial) Zoning District; Proposed Zoning: I-2 (Heavy Industrial) Zoning District. (This received a favorable recommendation from the Planning Commission on July 29, 2025.)**

A motion, made by Mayor Cole , seconded by Alderman Coates, to approve Ordinance #2025-25 on first reading, was adopted following a roll-call vote.

Alderman Hobbs	AYE
Alderman Coates	AYE
Alderman Haas	AYE
Vice-Mayor Noe	AYE
Mayor Cole	AYE

10. **First Reading - Ordinance #2025-26 - An Ordinance to Amend the City of La Vergne Zoning Ordinance by Changing the Official Zoning Map for Tax Map 29, Parcel 42. Property Consists of Approximately 32.5 Acres. Property Located at 180 Blair Road. Current Zoning: R-1 (Low Density Residential) Zoning District; Proposed Zoning: R-3 (High Density Residential) Zoning District. (This received a favorable recommendation from the Planning Commission on July 29, 2025.)**

A motion, made by Vice-Mayor Noe, seconded by Alderman Hobbs, to deny Ordinance #2025-26 on first reading, was adopted following a roll-call vote.

Alderman Hobbs	YES
Alderman Coates	NO
Alderman Haas	YES
Vice-Mayor Noe	AYE

11. First Reading - Ordinance #2025-27 – An Ordinance Repealing the Existing Zoning Ordinance and Zoning Map, Adopting a New Zoning Ordinance and Zoning Map, and Amending Title 14 of the La Vergne Municipal Code in Conformity with the Same. (This received a favorable recommendation from the Planning Commission on July 29, 2025.)

A motion, made by Mayor Cole, to approve Ordinance #2025-27 on first reading with the amendment that Mary Jane Skinner's property, through the Vaughnwood properties, would be zoned Estate Residential, seconded by Alderman Hobbs, was adopted following a roll-call vote.

Alderman Coates	AYE
Alderman Haas	AYE
Alderman Hobbs	AYE
Vice-Mayor Noe	AYE
Mayor Cole	AYE

12. First Reading - Ordinance #2025-28 - An Ordinance to Amend the Fiscal Year 2025-2026 General Fund Budget.

A motion, made by Alderman Haas, seconded by Vice-Mayor Noe, to approve Ordinance #2025-28 on first reading, was adopted following a roll-call vote.

Alderman Hobbs	AYE
Alderman Coates	AYE
Alderman Haas	AYE
Vice-Mayor Noe	AYE

13. First Reading - Ordinance #2025-29 - An Ordinance to Amend the Fiscal Year 2024-2025 General Fund Budget.

A motion, made by Alderman Haas, seconded by Alderman Hobbs, to approve Ordinance #2025-29 on first reading, was adopted following a roll-call vote.

Alderman Hobbs	AYE
Alderman Coates	AYE
Alderman Haas	AYE
Vice-Mayor Noe	AYE

14. First Reading - Ordinance #2025-30 - An Ordinance to Amend the Fiscal Year 2024-2025 Police Impact Fee Fund Budget.

A motion, made by Alderman Hobbs, seconded by Alderman Haas, to approve Ordinance #2025-30 on first reading, was adopted following a roll-call vote.

Alderman Hobbs	AYE
Alderman Coates	AYE
Alderman Haas	AYE
Vice-Mayor Noe	AYE

15. First Reading - Ordinance #2025-31 - An Ordinance to Amend the Fiscal Year 2024-2025 State Street Aid Fund Budget.

A motion, made by Alderman Haas, seconded by Alderman Coates, to approve Ordinance #2025-31 on first reading, was adopted following a roll-call vote.

Alderman Hobbs	AYE
Alderman Coates	AYE
Alderman Haas	AYE
Vice-Mayor Noe	AYE

16. First Reading - Ordinance #2025-32 - An Ordinance to Amend the Fiscal Year 2024-2025 Water and Sewer Fund Budget.

A motion, made by Alderman Haas, seconded by Vice-Mayor Noe, to approve Ordinance #2025-32 on first reading, was adopted following a roll-call vote.

Alderman Hobbs	AYE
Alderman Coates	AYE
Alderman Haas	AYE
Vice-Mayor Noe	AYE

17. Resolution #2025-22 - A Resolution of the City of La Vergne Board of Mayor and Aldermen to Declare Property Owned by the City to be Surplus to the City's Needs and Directing Disposal of the Same.

A motion, made by Mayor Cole, seconded by Vice-Mayor Noe, to approve Resolution #2025-22, was adopted following a roll-call vote.

Alderman Hobbs	AYE
----------------	-----

Alderman Coates AYE
Alderman Haas AYE
Vice-Mayor Noe AYE

18. Resolution #2025-23 - A Resolution Authorizing the City of La Vergne to Join the State of Tennessee and Other Local Governments in Amending the Tennessee State-Subdivision Opioid Abatement Agreement and Approving the Related Settlement Agreements.

A motion, made by Mayor Cole, seconded by Alderman Haas, to approve Resolution #2025-23, was adopted following a roll-call vote.

Alderman Hobbs AYE
Alderman Coates AYE
Alderman Haas AYE
Vice-Mayor Noe AYE
Mayor Cole AYE

19. Appoint or Remove Board / Committee Members:

A. Beautification and Arts Advisory Committee. Mayor Cole appointed Allison Corder to the Beautification and Arts Advisory Committee. The board affirmed the appointment with all voting AYE

MAYOR / ALDERMEN COMMENTS

Alderman Hobbs congratulated the Vaughnwood community and encouraged them.

Alderman Coates made comments about the new zoning ordinance being in effect after the second reading in October.

Alderman Haas reminded everyone to enjoy the fall weather

Vice-Mayor Noe congratulated the Vaughnwood community. He reminded everyone that the Electronic dumpster is open on Saturday at the Senior Center, from 7:00 am -12:00 pm. He stated that donations are welcome.

Mayor Cole thanked the Vaughnwood community for coming out. He encouraged the citizens to continue coming to the board meetings. He reminded everyone about the Fall Festival on September 20, 2025.

ADJOURNMENT

Mayor Cole adjourned the meeting at 6:47 p.m.

Mayor

City Recorder

Approved: _____



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: October 2, 2025

Item #: 5. Second Reading - **Ordinance #2025-25** - An Ordinance to Amend the City of La Vergne Zoning Ordinance by Changing the Official Zoning Map for Tax Map 18K, Group A, Parcel 6. Property Consists of Approximately 13.63 Acres. Property Located at the end of Wheeler Street. Current Zoning: I-1 (Light Industrial) Zoning District; Proposed Zoning: I-2 (Heavy Industrial) Zoning District. (This received a favorable recommendation from the Planning Commission on July 29, 2025. A public hearing was held on Tuesday, September 2, 2025.)

Department: Planning

Presented By: Bo Logan

Item Attachments: 1. Ordinance #2025-25

Summary:

This is an ordinance to rezone property located at the end of Wheeler Street from I-1 to I-2.

Background Information:

84 Lumber has been operating in the La Vergne area for approximately twenty years and is seeking to grow. The parcel is currently zoned Light Industrial (I-1) and is identified as Parcel 6.00 of Tax Map 18K. 84 Lumber is requesting to rezone approximately 13.63 acres to Heavy Industrial (I-2), with approximately 1.28 acres remaining as Light Industrial (I-1) along Jefferson Pike.

The existing 84 Lumber property to the north is zoned Heavy Industrial (I-2). Land to the east is zoned Light Industrial (I-1). Land to the southeast, west, and southwest are zoned Medium Density Residential (R-2).

Currently, the parcel is vacant and heavily wooded, with a gas easement as its largest feature. The proposed site will be accessed through the existing 84 Lumber property, which is located on Wheeler Street.

Financial Summary:

Revenues: The city should receive impact fees and property taxes from any development of the property.
Expenditures: Other than normal services being provided by the city, there are no specific expenditures required from the city for the development of this property.

Staff Recommendation:

Staff does not typically give recommendations on whether to approve or deny rezoning requests. This is a decision for the Board of Mayor and Aldermen.

ORDINANCE #2025-25

AN ORDINANCE TO AMEND THE CITY OF LA VERGNE ZONING ORDINANCE BY CHANGING THE OFFICIAL ZONING MAP FOR TAX MAP 18K, GROUP A, PARCEL 6. PROPERTY CONSISTS OF APPROXIMATELY 13.63 ACRES. PROPERTY LOCATED AT THE END OF WHEELER STREET. CURRENT ZONING: I-1 (LIGHT INDUSTRIAL) ZONING DISTRICT; PROPOSED ZONING: I-2 (HEAVY INDUSTRIAL) ZONING DISTRICT.

WHEREAS, a request has been made by Brian Grover, to rezone property located within the City of La Vergne; and

WHEREAS, the City of La Vergne Planning Commission, on July 29, 2025, made a favorable recommendation to the Board of Mayor and Aldermen that this request be approved.

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF LA VERGNE BOARD OF MAYOR AND ALDERMEN THAT:

SECTION 1. That the Zoning Ordinance be and is hereby amended by making certain changes to the Official Zoning Map for the City of La Vergne, by changing the property identified as Tax Map 18K, Group A, Parcel 6 from an I-1 (Light Industrial) Zoning District to an I-2 (Heavy Industrial) Zoning District. This property consists of approximately 13.63 acres and is owned by Pierce Hardy Limited Partnership / 84 Lumber, who submitted application #ZR-2025-03 for the rezoning of this property, which is attached to and made a part of this ordinance as though copied herein.

SECTION 2. BE IT FURTHER ORDAINED, that the Codes and Planning Departments are hereby authorized and directed, upon approval of this Ordinance to cause the change to be made on the Official Zoning Map, as set out in Section 1 of this Ordinance, and to make notation thereon of reference to the date of passage and approval of this Ordinance.

SECTION 3. BE IT FURTHER ORDAINED, that this Ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of the City of La Vergne requiring it.

LEGAL STATUS PROVISIONS

Approved and certified by the Planning Commission:

Chairman

Date

Public Hearing Held: _____

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.

City of La Vergne, Tennessee
5093 Murfreesboro Road, La Vergne, TN 37086 ♦ (615) 793-6295

REZONING REQUEST APPLICATION

For a Rezoning Request, the City of La Vergne **requires** the following:

1. Completion of this application. Please type or print the information in blue or black ink.
2. A map of the property. (See Zoning Ordinance for Specific Details.)
3. A label matrix with a list of Names **and** addresses of all adjacent property owners within 500 feet.
4. A legal description of the property, if available.
5. If the applicant is not the property owner, a letter from the property owner must be attached giving the applicant the authority to request rezoning.
6. A letter summarizing the project proposal, including the proposed usage of the land, reason for the rezoning request and justification for the rezoning request.
7. Payment of a Non-Refundable \$300.00 application fee. (Checks should be made payable to "City of La Vergne")

Request No. ZR-2025-03

(Assigned by the City Recorder)

Date Submitted: _____

SECTION 1 - Applicant Information (Any Correspondence from the City will be addressed to the applicant.)

☐ Property Owner ☐ Purchaser of Property ☐ Engineer ☐ Trustee
☐ Architect ☒ Other: LANDSCAPE ARCHITECT

Name: BRIAN GROVER Phone #: (615-648-7085)

Business: S.E.C. Inc. E-Mail: bgrover@sec-civil.com

Address: 850 MIDDLE TN BLVD. Best Way to Contact: E-MAIL
(Mail, E-Mail, Phone)

City: MURFREESBORO State: TN Zip: 37129

SECTION 2 - Property Information for the Rezoning Request

Tax Map	Parcel(s)	Current Zoning District	Requested Zoning District	# of Acres	Property Owner
018K	6.00	I-1	I-2	13.63	84 LUMBER

*** Reason for Rezoning must be included on an attached sheet.

Project Name: 84 LUMBER

Project Address: WHEELER STREET

Existing Land Use: VACANT

Proposed Land Use: STORAGE/PRODUCTION

Total Acreage of Project / Rezoning: REZONING $\approx$ 13.63 OF THE 14.91 ACRES TO I-2

The rezoning process takes approximately three to four months depending on when the application is received by the City. The request must go to the Planning Commission where it receives a recommendation to the Board of Mayor and Aldermen. The Board of Mayor and Aldermen must approve a Rezoning Ordinance on two readings and hold a public hearing before the rezoning request is considered approved.

Applicant's Signature: Brian Grover Date: 12/14/2022

**CITY OF LA VERGNE
PLAN REVIEW APPLICATION**

For Staff Use Only
Project Name: _____ Date: _____ Fee: _____

**Please submit Application Forms in person to the
City of La Vergne Codes Building Front Desk/City Planner**

Project Name: 84 LUMBER

Project Address: WHEELER STREET

Land Use Existing: LIGHT-INDUSTRIAL (I-1) VACANT

Land Use Proposed: HEAVY-INDUSTRIAL (I-2) STORAGE/PRODUCTION

Existing Zoning District LIGHT INDUSTRIAL (I-1)

Tax Map(s) & Parcel Number(s): TAX MAP O1&K GROUP A' PARCEL 6.00

Check one or more of the following:

- | | |
|--|--|
| ☐ Concept Plan for Major Subdivision
☐ Preliminary Subdivision Plat for Minor Subdivision
☐ Preliminary Subdivision Plat for Major Subdivision
☐ Final Subdivision Plat for Minor Subdivision
☐ Final Subdivision Plat for Major Subdivision
☐ Final Subdivision Plat for Condominium | ☐ Site Plan
☐ Variance*
☒ Rezoning*
☐ Road or alley abandonment
☐ Special Exception* |
|--|--|

*These requests require an additional application form.

******NOTE: A letter explaining the proposal must accompany all requests.******

Environmental Constraints on Site?

- | | |
|---|--------|
| 1. Are there slopes of 12-20% or greater on site? | Yes No |
| 2. Is the development located in a local regulatory flood plain/zone? | Yes No |

Engineer/Designer (if applicable) Print Name BRIAN GROVER

Address 850 MIDDLE TN BLVD Zip Code 37129

Daytime Phone 615-890-7901 Fax _____ E-mail: bgrover@sec-civil.com

Attorney (if applicable) Print Name _____

Address _____ Zip Code _____

Daytime Phone _____ Fax _____ E-mail _____

Contact PersonPrint Name BRIAN GROVERAddress 850 MIDDLE TN BLVD. Zip Code 37129Daytime Phone 615-640-7085 Fax _____ E-mail bgrover@SEC-civil.com

The undersigned has read the application associated with the above listed review request and is familiar with the information submitted herewith. It is agreed and understood that the undersigned will be held responsible for its accuracy. The undersigned warrants their authority to bind the owner and to subject the property to restrictions and conditions that may be attached to the proposed development.

Applicant (if other than owner)Print Name BRIAN GROVER Signature Brian GroverAddress 850 MIDDLE TN BLVD Zip Code 37129Daytime Phone 615-648-7085**Owner(s)**Print Name Jim Zaunick Signature [Signature]Address 1019 Route 519 EIGHTH FIVE PA Zip Code 15330Daytime Phone 412 997 0068

Print Name _____ Signature _____

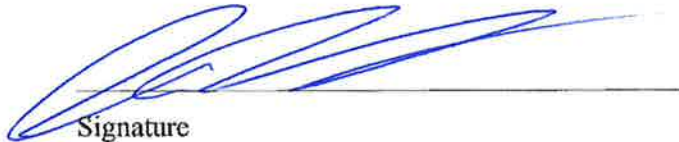
Address _____ Zip Code _____

Daytime Phone _____

Certification Statement

I hereby certify that Pierce Hardy Limited Partnership is the owner of the property located at JEFFERSON PIKE, LA VERGNE TN which is the subject of this application, and that I, Jim Zaunick in my capacity as ASSIST Secretary, am authorized to sign this application on behalf of the owner.

I understand that knowingly providing false information on this Application may result in any action taken hereon being declared null and void. I further understand that pursuant to TCA 39-16-301 et seq., knowingly making a material false statement, or otherwise providing false information with the intent to mislead a public servant in the performance of his duty is punishable as a Class B misdemeanor.


Signature

2-23-22

Date

Jim Zaunick ASSIST Secretary

Printed Name and Title

Note: A Certification Statement must be submitted with an application form requiring the owner's signature if the owner of the subject property is a corporation, limited liability company, partnership, association, trustee, etc., or if someone other than the owner signs the application. All Certification Statements must be notarized.


Notary Signature

11/23/2022

Date

Notary Seal
Notary Public for Pennsylvania - Notary Seal
Timothy J. Deer, Notary Public
Washington County
My commission expires November 22, 2024
Commission number 1037043
Member, Pennsylvania Association of Notaries

City of La Vergne Planning Department
5089 Murfreesboro Road
La Vergne, TN 37086
Phone: 615-213-2624 Fax: 615-213-8692

Property Description
84 Lumber - Jefferson Pike
(Owned by Jefferson Pike Church of Christ)
Tax Map 018K Group A, Parcels 005.00 & 006.00
Deed Book 626, Page 649
Record Book 110, Page 1081

Located in the 3rd Civil District of Rutherford County, Tennessee. Bound on the south by the remaining property of Jefferson Pike Church of Christ (Record Book 110, Page 1081), Merritt Cemetery, Jefferson Pike, BellSouth Mobility Inc DBA (Deed Book 581, Page 796), David Glen Warnack (Record Book 160, Page 2722), and Nebert R. Trobaugh (Deed Book 339, Page 490); on the west by BellSouth Mobility Inc DBA and Hillview Drive; on the north by Pierce Hardy Limited Partnership (Record Book 1442, Page 1841); and on the east by LBP Investors (Deed Book 672, Page 235), the remaining property of Jefferson Pike Church of Christ (Record Book 110, Page 1081), and the Merritt Cemetery.

Beginning at an iron pin found in the northeast corner of Merritt Cemetery; thence N85°16'37"W, 47.15 feet along the north line of said cemetery to an iron pin found; thence along the west line of said cemetery S8°58'19"W, 39.41 feet to an iron pin found along the north right-of-way of Jefferson Pike in the southwest corner of said cemetery; thence N81°50'14"W, 87.24 feet along said right-of-way to an iron pin found; thence along the east line of BellSouth Mobility property N9°06'37"E, 803.24 feet to an iron pin found; thence along the north line of BellSouth Mobility property N80°57'50"W, 197.13 feet to an iron pin found; thence along the north line of David Glen Warnack property N79°04'29"W, 305.43 feet to an iron pin found; thence along the north line of Nebert R. Trobaugh property N82°51'16"W, 105.11 feet to an iron pin found; thence along the east right-of-way of Hillview Drive N9°13'31"E, 363.35 feet to an iron pin; thence along the south line of Pierce Hardy Limited Partnership property S73°01'23"E, 631.78 feet to an iron pin; thence along said line S72°54'11"E, 708.06 feet to an iron pin found; thence along the west line of LBP Investors property, S26°17'45"W, 602.79 feet to an iron pin; thence along the north line of the remaining property of Jefferson Pike Church of Christ property N79°40'50"W, 400.22 feet to an iron pin; thence along the west line of the remaining property of Jefferson Pike Church of Christ property S10°19'10"W, 222.76 feet to an iron pin, thence along said line S10°19'10"W, 152.99 feet to **The Point of Beginning** containing, 14.91 acres more or less.

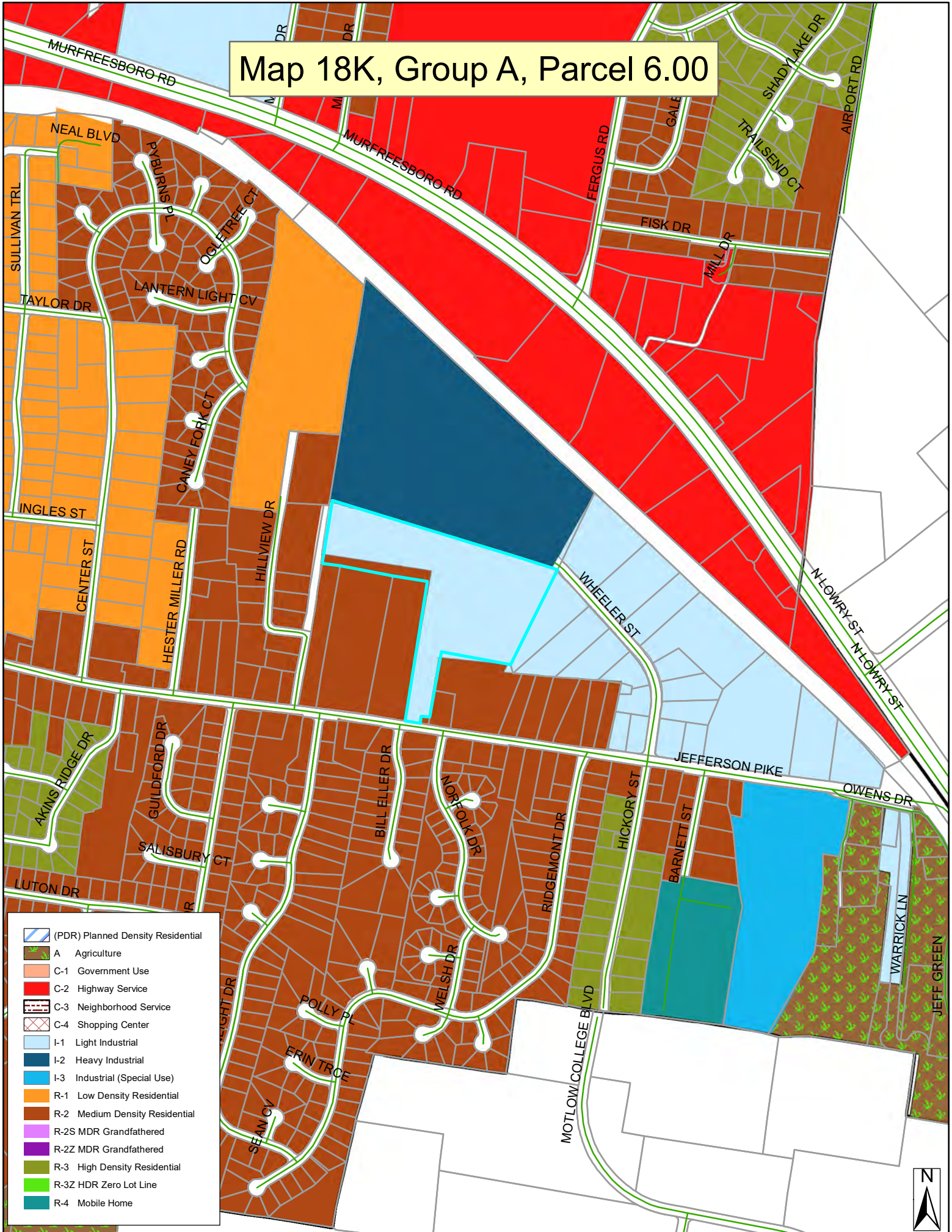
Map 18K, Group A, Parcel 6.00



Map 18K, Group A, Parcel 6.00



Map 18K, Group A, Parcel 6.00







CONCEPTUAL SITE PLAN
City of LaVergne, TN

LAND USE DATA:	
EXISTING ZONING:	I-1 (Light Industrial)
PROPOSED ZONING:	I-2 (Heavy Industrial)
TOTAL LAND AREA:	
PROPOSED AREA TO BE REZONED TO (I-2)	= ± 14.91 ACRES
AREA TO REMAIN ZONED (I-1)	= ± 13.63 ACRES
	= ± 1.28 ACRES

Existing Trees To Remain. Trees removed or damaged during construction shall be supplemented to achieve the Type 3 Transitional Buffer performance standards.

Existing Zoning to Remain I-1
±1.28 AC

Gas Easement

Proposed 13.62 Acres to be Rezoned to I-2

Proposed Access

Potential Storage Area

Existing 84 Lumber Site

Storage Area

Engineered Wood Product

PROPOSED 16,825 SF SHED
6,880 SF PRODUCTION AREA
AREA OFFICE 425 SF

50' Wide Type 3 Transitional Buffer

50' Wide Type 3 Transitional Buffer

50' Wide Type 3 Transitional Buffer

50' Wide Type 3 Transitional Buffer

ELLER WILLIAM R JR
Legal Reference: 431-647

TROBAUGH NEBERT R
DEED BOOK: 339-490

WARNACK DAVID GLEN
RECORD BOOK: 160-2722

BELLSOUTH MOBILITY INC DBA
DEED BOOK: 581-796

GAS LINE EASEMENT
FOR TEXAS EASTERN
TRANSMISSION CORPORATION
(DEED BOOK 108, PAGE 387)

L B P INVESTORS
DEED BOOK: 672-235

ROSENBLUM JEROME
DEED BOOK: 531-696

BROWN CHRYSTAL
Legal Reference: 1342-1494

RODRIGUEZ JOSE DARIO
Legal Reference: 609-624

JEFFERSON PIKE
CHURCH OF CHRIST
RECORD BOOK: 110/1281

APPROXIMATE
LOCATION
EXISTING
BUILDING

APPROXIMATE
LOCATION
EXISTING
BUILDING

APPROXIMATE
LOCATION
EXISTING
PAVEMENT

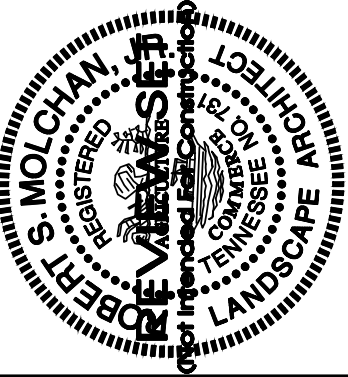
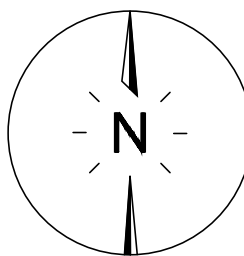
APPROXIMATE
LOCATION
EXISTING
BUILDING

WARNACK MARGARET
RECORD BOOK: 1316-2961

WARNACK MARGARET
DEED BOOK: 345-318

CHURCH WESLEYAN LIGHT HOUSE
RECORD BOOK: 124-882

60' 0 60' 120'
SCALE: 1"= 60'



SEC, Inc.

84 Lumber
LaVergne, Tennessee

Concept Plan

CP1.0

SITE ENGINEERING CONSULTANTS
ENGINEERING • SURVEYING • LAND PLANNING
LANDSCAPE ARCHITECTURE
850 MIDDLE TENNESSEE BOULEVARD MURREESBORO, TENNESSEE 37129
PHONE: (615) 890-7901 WWW.SEC-CIVIL.COM FAX: (615) 895-2567
NO PORTION OF THIS DRAWING MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE EXPRESS WRITTEN CONSENT OF SEC, INC.
The site as shown on these construction drawings is intended to achieve specific engineering design criteria and objectives. It is the sole responsibility of the owner/developer to ensure that the construction of the site shown on these construction drawings is in total accordance with the design as noted, described, and dimensioned on these drawings. The site is constructed in accordance with the construction plans.



CONCEPTUAL SITE PLAN
City of LaVergne, TN

LAND USE DATA:	
EXISTING ZONING:	I-1 (Light Industrial)
PROPOSED ZONING:	I-2 (Heavy Industrial)
TOTAL LAND AREA:	
PROPOSED AREA TO BE REZONED TO (I-2)	= ± 14.91 ACRES
AREA TO REMAIN ZONED (I-1)	= ± 13.63 ACRES
	= ± 1.28 ACRES

Roadway Exhibit

Provided exhibit created from GIS data. Shown exhibit is conceptual in nature and does not represent a final layout. A finalized plan shall be submitted at the site plan level for staff review.

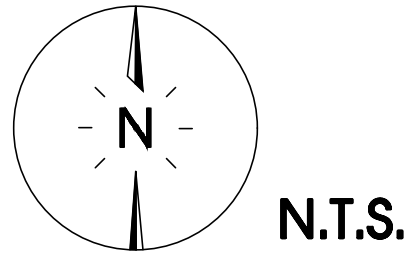


Photo depicting the intersection of Jefferson Pike and Wheeler Street.

SEC, Inc.

SITE ENGINEERING CONSULTANTS

ENGINEERING • SURVEYING • LAND PLANNING

LANDSCAPE ARCHITECTURE

850 MIDDLE TENNESSEE BOULEVARD

PHONE: (615) 890-7901

WWW.SEC-CIVIL.COM

MURFREESBORO, TENNESSEE 37129

FAX: (615) 895-2567

NO PORTION OF THIS DRAWING MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING FROM SEC, INC.

THE SITE AS SHOWN ON THESE CONSTRUCTION DRAWINGS IS INTENDED TO ACHIEVE SPECIFIC ENGINEERING DESIGN CRITERIA AND OBJECTIVES. IT IS THE SOLE RESPONSIBILITY OF THE OWNER/DEVELOPER TO ENSURE THAT THE CONSTRUCTION OF THE SITE SHOWN ON THESE CONSTRUCTION DRAWINGS IS IN TOTAL ACCORDANCE WITH THE DESIGN AS NOTED, DESCRIBED, AND SPECIFIED HEREON. THE SITE IS CONSTRUCTED IN ACCORDANCE WITH THE CONSTRUCTION PLANS.

84 Lumber

LaVergne, Tennessee

REVISIONS:

DRAWN: BPG

DATE: 12-14-2022

CHECKED: BPG

FILE NAME: 22778

SCALE: NTS

JOB NO. 22778

SHEET:

Roadway Exhibit

CP2.0

Page 38 of 762



Board of Mayor and Aldermen

Meeting Date: October 2, 2025

Item Attachments:

1. Ordinance #2025-27
2. Exhibit 1 - New Zoning Ordinance
3. Exhibit 2 - New Zoning Map and Overlays - Revised

If approved, the new zoning ordinance and zoning map will become effective after passage (and after being advertised in the newspaper).

Financial Summary:

N/A

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2025-27

AN ORDINANCE REPEALING THE EXISTING ZONING ORDINANCE AND ZONING MAP, ADOPTING A NEW ZONING ORDINANCE AND ZONING MAP, AND AMENDING TITLE 14 OF THE LA VERGNE MUNICIPAL CODE IN CONFORMITY WITH THE SAME.

WHEREAS, the City of La Vergne's current zoning ordinance, as amended from time to time, was adopted February 6, 1990 (the "Existing Zoning Ordinance"); and

WHEREAS, the City of La Vergne's current zoning map, as amended from time to time, was adopted on April 3, 2007 (the "Existing Zoning Map"); and

WHEREAS, the City of La Vergne identified a need for new comprehensive zoning regulations and a new zoning map; and

WHEREAS, the City of La Vergne identified detailed project goals related to new zoning regulations and a new zoning map including, without limitation: updating outdated portions of the existing zoning ordinance, and creating a new zoning ordinance and map consistent with the adopted City of La Vergne Future Land Use Plan designed to manage growth and development in the City in order to enhance the quality of life of residents and visitors; and

WHEREAS, the City of La Vergne's proposed new zoning ordinance attached hereto as Exhibit 1 and incorporated herein by reference as if set forth, at length, verbatim (the "New Zoning Ordinance") and the City of La Vergne's proposed new zoning map attached hereto as Exhibit 2 and incorporated herein by reference as if set forth, at length, verbatim (the "New Zoning Map"), were recommended for approval by the City of La Vergne's planning commission on July 29, 2025; and

WHEREAS, public meetings have been held, and public comments have been addressed; and

WHEREAS, the City of La Vergne's Board of Mayor and Aldermen finds that the New Zoning Ordinance and New Zoning Map reasonably meet the project goals and the needs of the City of La Vergne; and

WHEREAS, the City of La Vergne's Board of Mayor and Aldermen finds that the New Zoning Ordinance and New Zoning Map comply with T.C.A. §13-7-201 et seq.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF LA VERGNE THAT:

SECTION 1. Repeal of the Existing Zoning Ordinance and Existing Zoning Map.

The Existing Zoning Ordinance and the Existing Zoning Map are hereby repealed.

SECTION 2. Adoption of the New Zoning Ordinance and New Zoning Map.

The New Zoning Ordinance and the New Zoning Map are hereby adopted.

SECTION 3. Amendment of Title 14, Chapter 2 of the La Vergne Municipal Code.

Title 14, Chapter 2 of the La Vergne Municipal Code be deleted in its entirety and replaced to read as follows:

CHAPTER 2 – ZONING ORDINANCE

Sec. 14-201 – Land use to be governed by zoning ordinance.

Land use within the City of La Vergne shall be governed by Ordinance Number 2025-27 titled “City of La Vergne Zoning Ordinance” and any amendments thereto.

SECTION 4. Severability.

Each section, subsection, paragraph, sentence, and clause of the New Zoning Ordinance, and each zoning designation set forth in the New Zoning Map, are hereby declared to be separable and severable. The invalidity of any section, subsection, paragraph, sentence, and clause of the New Zoning Ordinance, or and zoning designation set forth in the New Zoning Map, shall not affect the validity of any other portion of the New Zoning Ordinance or New Zoning Map, and only that portion declared to be invalid or otherwise unenforceable by a court of competent jurisdiction shall be deleted therefrom.

SECTION 5. Construction of conflicting provisions.

Where any provision of the New Zoning Ordinance or New Zoning Map is in conflict with any other provision of the New Zoning Ordinance or New Zoning Map, the provision which establishes the higher standard for the promotion and protection of the public health, safety and welfare shall prevail

SECTION 6. Effective Date.

That this Ordinance shall take effect immediately after its passage and published in a newspaper of general circulation, the welfare of the City of La Vergne requiring it.

LEGAL STATUS PROVISIONS

Approved and certified by the Planning Commission:

Chairman

Date

Public Hearing Held: _____

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.

City of La Vergne



Zoning Ordinance

La Vergne Municipal Planning Commission – Recommended: July 29, 2025

La Vergne Board of Mayor and Aldermen – Adopted: (Date)

Last Amended with Ordinance #2025-27 – (Date)

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Preface - General Planning Principles

General Planning Principles in the City of La Vergne

The City of La Vergne will grow. We must ensure that its growth is beneficial to our existing citizens and sustainable for future generations. La Vergne must remain a livable, healthy, and vibrant community.

1. We must create a healthy, environmentally sustainable, and socially connected La Vergne. The natural environment enhances our quality of life, both physically and socially. We will preserve this irreplaceable asset for future generations by:
 - Preserving rural views, significant hardwood forests, farmland, wildlife habitats, rock outcroppings, parkland, and watersheds in their pristine form.
 - Balancing natural habitat with active and passive recreational opportunities in our preserved open space.
 - Provide a mixture of housing types throughout the community.
 - The design of our public spaces, parks, and plazas will encourage social interaction, cultural experiences, and recreational opportunities.

La Vergne (referred to as “The City” throughout this ordinance) planning areas are determined by the adopted City of La Vergne Future Land Use Plan.

We will encourage the development of local businesses and personal services within La Vergne.

In La Vergne, we want economic development to foster business growth in a way that enhances community vitality through:

- Programs and policies that positively influence the shape of places, talent, and resources that create jobs and revenue.
- Creating clear and timely development review processes and ordinances.
- Maintaining policies that keep a low city property tax.

We will position Murfreesboro Road as La Vergne’s “Main Street” by:

- Encouraging investment and revitalization through the expansion of retail, commercial, restaurant, office, and personal service uses.

2. We must manage growth in an orderly process to enhance the quality of life for the residents of La Vergne.

Livability depends on the timely provision of transportation, schools, public safety, utilities, commercial life, spiritual life, and job opportunities. It is our intent that all parts of a vibrant community grow together through:

- Establishment and maintenance of an adequate commercial tax base.
 - A healthy diversity of uses in walkable neighborhoods.
 - Encouragement of growth without jeopardizing the quality of life for the residents of La Vergne.
 - Decisions based on the long-term goals of the comprehensive plan rather than a short-term benefit.
3. We must consider multimodal connections as part of all transportation projects and development applications.

The built environment can enhance the use of alternatives to the car and increase our physical health. We will make it preferable to do some of life's activities without driving by:

- Development and redevelopment in walkable, mixed-use, connected neighborhoods.
 - Planning commercial centers so walking, bicycling, and riding public transit to these destinations are viable options.
 - New greenway, bike, and sidewalk connections to existing developments.
4. We must promote safety for all users of La Vergne's transportation network.

La Vergne is a transportation link across the Nashville Metropolitan area and provides a network of transportation links between the neighboring communities as well as to the residents of La Vergne. As such, it is vital that we maintain safe travel ways through the community through:

- Maintaining a safe and efficient movement of people and goods.
 - Spend Public funds wisely by ensuring a return on investment.
 - Build partnerships for sustainable and livable communities.
5. We will work cooperatively with La Vergne's neighboring communities, governments, and agencies on regional growth and transportation issues.

La Vergne is connected in the larger Nashville Metropolitan region through both residents that work in the larger area and commuters that come to La Vergne daily for economic opportunities. We must work cooperatively to preserve the character of La Vergne as well as to maintain safe roadways and economic opportunities in the larger region by:

- Collaborate with Agencies such as the Nashville Area Metropolitan Planning Organization and the State of Tennessee Department of Transportation on regulations and projects impacting traffic within the City of La Vergne.
- Create clear regulations that assist local developers in seamlessly completing the development process in La Vergne.
- Maintain clear communications with neighboring governmental departments.

6. We must utilize the strategies and programs created by citizen-led focus groups/committees to foster an increased sense of community identity, community pride, and interconnectedness for La Vergne.

La Vergne is the heart of the Nashville Metropolitan area, as this community creates, makes, and services products as well as provides a vibrant community of citizens who work, live, and play in the Metropolitan area. This sense of community is enhanced by:

- Developments with community open space.
- A street, sidewalk, and greenway network that knits the community together.
- Neighborhoods welcoming to all citizens.

Chapter 1 - General Provisions

1.1 Legal Provisions

1.1.1 Title.

This Ordinance shall be officially known as the “La Vergne Zoning Ordinance”, referred to throughout this document as “this Ordinance”.

1.1.2 Authority.

This Ordinance is enacted pursuant to the authority granted by the Tennessee Code Annotated (T.C.A.) § 13-7-201 et seq., § 13-7 401 et seq., and § 13-4-101 through § 13-4-310 et seq.

1.1.3 Effective Date.

This Ordinance was adopted by the Board of Mayor and Aldermen (BOMA) and became effective on .

1.1.4 Establishment.

The adoption of this Ordinance hereby establishes all its Chapters, Sections, Subsections, sentences, phrases, and all other contents.

1.1.5 Applicability.

This Ordinance applies to all land, lots, buildings, structures, uses, improvements, and development or redevelopment activity located within the City of La Vergne (referred to as “The City” throughout this ordinance) planning areas as determined by the adopted La Vergne 2040 Comprehensive Land Use Plan.

1.1.6 Purpose.

The regulations contained in the La Vergne Zoning Ordinance have been adopted in accordance with the current version of the La Vergne Comprehensive Plan or equivalent document and other adopted plans and policies, in order to promote the health, safety, morals and general welfare of the community and to incorporate the planning principles as described in the Preface to this Ordinance.

1.1.7 Minimum Requirements.

The requirements of this Ordinance are considered the minimum requirements for the promotion of the public health, safety, and general welfare of the City. All development or redevelopment shall occur in accordance with the regulations in this Ordinance. No land, lot, building, structure, development, improvement, establishment, facility, or premises shall be used or developed for any purpose or in any manner other than in compliance with this Ordinance.

1.1.8 Relationship to other Provisions.

If any provisions of this Ordinance are inconsistent with similar provisions of any other City, State, or Federal regulation, law, statute, or ordinance, the more restrictive provision shall control, to the extent permitted by law.

Conflicting provisions in cases where two or more standards within this Ordinance conflict with one another, the more restrictive standard shall be controlling, unless one of the provisions in conflict expressly states that it shall apply, control, or take precedence.

1.1.9 Conflicts with Private Agreements.

This Ordinance is not intended to modify, revoke, or repeal any easement, covenant, or other private agreement; however, where the regulations of this Ordinance are more restrictive, the requirements of this Ordinance shall be controlling. The City does not enforce the provisions of easements, covenants, or agreements between private or third parties.

1.1.10 Continuation of Violations.

Any violation of previous versions of this Ordinance shall continue to be a violation under this Ordinance and shall be subject to the penalties and enforcement set forth in Chapter 15, unless the applicable use, development, improvement, construction, or activity complies with the provisions of this Ordinance. Payment shall be required for any civil penalty assessed under the previous regulations, even if the original violation is no longer considered to be a violation under this Ordinance.

1.1.11 Non-conformities.

Any use, building, structure, development, improvement, or lot that legally existed on the effective date of this Ordinance that does not meet all provisions set forth in this Ordinance shall be considered nonconforming and shall be controlled by Chapter 3, Non-conformities.

1.1.12 Severability.

It is expressly declared that this Ordinance and each Chapter, Section, Subsection, sentence, phrase, and all other content are adopted and enforceable regardless of whether one or more other portions of this Ordinance are judged invalid or unconstitutional by a court of competent jurisdiction. Such judgment shall not affect:

- A. The validity and continued enforcement of any other provision of this Ordinance;
- B. The application of this Ordinance to any other building, structure, development, improvement, lot, land, or situation not specifically included in that judgment; or
- C. Any other conditions or requirements attached to the same approval that are not specifically included in that judgment. Whenever a condition or limitation is included in an administrative action authorizing regulatory activity, then it shall be conclusively presumed that the authorizing officer, commission, or board considered such condition or limitation necessary to carry out the spirit and intent of this Ordinance and believed that the condition or limitation was lawful.

1.2 Transitional Rules

The following transitional rules will resolve the status of properties with pending or approved applications at the time of adoption of this Ordinance:

1.2.1 Pending Applications.

All applications submitted on or after [REDACTED] shall comply with this Ordinance, including applications submitted for the [REDACTED] Planning Commission or administrative agenda. An applicant with a pending application may waive review under prior ordinances through a written letter to the Department of Planning and request review and vesting under the provisions of this Ordinance.

1.2.2 Approved Plans.

Approved development plans, site plans, variances, certificates of appropriateness, land disturbance permits, tree removal permits, or building permits that are valid on the effective date of this Ordinance shall remain valid until their expiration date, where applicable. Plans approved under prior ordinances, such as concept plans, regulating plans, and conservation plans that are valid on the effective date of this Ordinance, shall also remain valid until their expiration date, where applicable.

1.2.3 Vested Plans.

The specific plans listed below that are approved by the applicable review body on or after January 1, 2015, cause a vested property right to be established per T.C.A. § 13-4- 310:

- A. Development plan;
- B. Preliminary plat;
- C. Final Plat; or
- D. Site plan that is not associated with an approved development plan or preliminary plat.

1.2.4 Amendments or Revisions.

Amendments or revisions to previously approved plans shall comply with this Ordinance unless the original approval is vested.

1.2.5 Re-Applications of Expired Plans.

Any re-application following the expiration of an approved plan shall be subject to the Ordinance in effect on the date the application is resubmitted.

1.3 Relationship to the La Vergne 2040 Comprehensive Land Use Plan

The La Vergne 2040 Comprehensive Land Use Plan is a general plan that articulates the long-term vision for growth and development throughout the City. The policies may be amended from time

to time to meet the changing requirements of the City. Text amendments to this Ordinance should maintain and enhance consistency with the Comprehensive Plan.

1.4 Zoning Map

1.4.1 Establishment of the Zoning Map.

- A. The location and boundaries of zoning districts and overlay zoning districts established by this Ordinance are shown and maintained as part of the City's Geographic Information System (GIS). The zoning GIS layers constitute the City's zoning map and are hereby adopted and made a part of this Ordinance.
- B. The zoning map shall be maintained and made available in accordance with T.C.A. §13-7-12. When a property is rezoned, the change shall be identified by updating the original electronic data with details of the change.

Chapter 2 - Definitions

Intent

For the purpose of interpreting this ordinance, certain words, concepts, and ideas are defined herein. Except as defined herein, all other words used in this Ordinance shall have their everyday meaning as determined by their dictionary definition.

Rules of Interpretation

For the purposes of these regulations, the following rules of interpretation apply.

- A. These regulations will be construed to achieve the purposes for which they are adopted. Interpretations shall be guided by statements of intent.
- B. In the event of any conflict in standards applying to a project, the standard more consistent with the Comprehensive Plan shall apply.
- C. The words “shall,” “must,” and “will” are mandatory in nature, implying an obligation or duty to comply with the particular provision.
- D. The word “may” is permissive in nature, except when used in the negative.
- E. The word “should,” whether used in the positive or the negative, is a suggested guideline.
- F. References to “days” will always be construed to be business days, excluding weekends and holidays, unless the context of the language clearly indicates otherwise.
- G. For purposes of interpreting this ordinance, certain words, concepts, and ideas are defined herein. Except as defined herein, all other words used in this ordinance shall have their everyday dictionary definition.
- H. Whenever the Planning Director is required or permitted to exercise discretion with respect to any matter subject to this Land Development Ordinance, the Planning Director shall exercise that discretion in a manner most likely to create a result that is consistent with (in the following order of priority):
 - (1) The Comprehensive Plan;
 - (2) The Planning Principles set out in the Preface to the Zoning Ordinance; or
 - (3) The purpose and intent of the specific Planning Ordinance provision to which the exercise of discretion applies.

At the request of any person affected by the exercise of discretion by the Planning Director and who would have standing to appeal the Planning Director’s decision, the Planning Director shall provide a written statement explaining the basis for the decision in relation to the above standards.

Abut

The condition of two adjoining parcels having a common property line or boundary, including cases where two or more parcels adjoin a corner, but not including cases where adjoining lots are

separated by a street or alley. Where not describing land, property, lot lines, or parcel lines, abut describes touching or sharing a common boundary with.

Accent Materials

The exterior building materials used as an accent to the primary materials on a building facade, including trim around doors and windows. Accent materials do not exceed 25 percent of the building facade.

Access

A private driveway or other point of vehicle access, such as a street, that intersects or connects to the general street system.

Accessible Parking Space

A space designated for the parking or temporary storage of one vehicle in addition to the space necessary for the ingress and egress from the vehicle by a disabled person and any equipment needed for that purpose.

Accessory Structure or Use

An accessory structure or use is a structure or use which:

- A. is subordinate to and serves a principal building or a principal use;
- B. is subordinate in area, extent, and purpose to the principal structure or principal use served;
- C. contributes to the comfort, convenience, or necessity of the occupants, business, or industry in the principal structure or the principal use served; and,
- D. is located on the same zoning lot as the principal structure or principal use served.

Active Construction Site

Any site that is under construction and has a current and valid building permit.

Active Recreation

Land used for specific recreational activities that are generally facility-oriented, such as swimming pools, sports courts, sports arenas, sports fields, skate parks, playgrounds, and other facilities that address sports or physical activity.

Adjacent

The condition where two or more parcels share common property lines or where two parcels are separated only by an alley, easement, street, or internal drive. Where not describing land, property, lots, or parcels, adjacent describes being next to or nearby one another.

Administrative Decision

A decision in an order, requirement, permit, interpretation, or refusal made by any administrative official in carrying out or enforcing any provision of this Ordinance.

Administrator

The Administrator is the Planning Director.

Adult Oriented Establishments

A use type with the same meaning as the term “adult oriented establishment,” as used in T.C.A. § 7-51-1102, and the term “sexually oriented business,” as used in La Vergne Municipal Code (LMC) Title 9, Chapter 8, and in construing this term, the definitions contained LMC Title 9, Chapter 8, and in T.C.A. § 7-51-1102 (1) – (6) and (9) – (31) are likewise incorporated by reference into and made a part of this Ordinance.

Age-Restricted Multifamily

A type of multifamily residential that limits the residency to individuals who are at least 55 years of age or older.

Aggregate Caliper Inch (ACI)

The number of caliper inches of proposed trees used to meet a planting requirement. Caliper inch sizes for individual proposed trees are measured as indicated in the American Standard for Nursery Stock (ANSI 260.1-2004).

Agricultural Lands

Lands actively engaged in direct production of agricultural goods or products.

Agricultural Structure

A structure used in agricultural operations.

Agricultural Uses

Agricultural and farming activities, including nurseries and facilities for processing and selling agricultural products grown on the premises.

Alcove

A recess in a wall, or partly enclosed extension connected to or forming part of a room, often curved and often used to house sculpture, a seat, or a fountain.

Alley

A minor public or private way intended to be used primarily for vehicular service access to the rear or side of properties.

Alteration

A change, addition, or modification in construction, structure, or occupancy of a structure.

Alternative Financial Services

Any non-chartered financial institution offering check cashing services, currency exchange, pay-day loans, car title loans, and/or similar services as its primary function.

American Standard for Nursery Stock

A publication prepared by the American Nursery and Landscape Association that provides standards related to size and planting for newly planted landscaping material.

Animal hospital or veterinary clinic

Facility providing medical services to animals with no outside facilities.

Antenna

An exterior transmitting or receiving device mounted on a building, structure, or tower that radiates or captures analog or digital signals, electromagnetic waves, radio frequencies (excluding radar signals), wireless telecommunications signals, or other communication signals.

Appeal

A request for a review of the local enforcement officer's interpretation of any provision of this Ordinance or a request for a variance.

Appeal of Administrative Decision

A type of process to appeal a decision by an administrative official.

Applicant

The owner of property or the authorized representative of the owner who is applying for development approval.

Appurtenance

The visible, functional, or ornamental objects accessory to, and part of a building, such as chimneys, porches, decks, stoops, bay windows, roof overhangs, awnings, steps, and similar features.

Arcade

A succession of continuous arches.

Architectural Lighting

Exterior lighting that is designed to highlight structures, plantings, or significant architectural features in a direct or indirect fashion.

Area of Shallow Flooding

An area designated as an AO or AH Zone on the Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of Special Flood-Related Erosion Hazard

The land within a community that is most likely to be subject to severe flood-related erosion losses. The area may be designated as Zone E on the Flood Hazard Boundary Map (FHBM). After the detailed evaluation of the special flood-related erosion hazard area in preparation for publication of the Flood Insurance Rate Map, Zone E may be further refined.

Arterial Street

A type of street defined by La Vergne's Major Thoroughfare Plan that is designed and intended for use by large volumes of through traffic, receives traffic flow from collector and local streets, allows for major movement between areas of the City, and usually has heavy traffic moving at relatively high speeds. This includes both major and minor arterial streets.

Assessed Value

The monetary price that a parcel of land, portion of land, improvement on land, or other commodity is assigned by the Rutherford County Property Appraiser's office for the purposes of taxation.

Automated Teller Machine (ATM)

An automated, mechanized consumer banking device.

Awning

A sheet of canvas or other material stretched on a frame and affixed to a building directly above a doorway or window. Awnings are used for protection from the elements.

Awning Sign

The use of an awning attached to a building for advertisement, identification, or promotional purposes. Only that portion of the awning that bears graphics, symbols, and/or written copy shall be construed as being a sign.

Balcony

A porch or other enclosed outdoor use area associated with the upper floors of a building.

Balloon

A stationary or mobile inflated device used to attract attention.

Bank/Credit Union/Financial Services

Establishments that engage in financial transactions that create, liquidate, or change ownership of financial instruments. Banks, credit unions, and savings institutions may perform central banking functions, accept deposits, and lend funds. In addition to banks and credit unions, financial services institutions may include credit agencies, trust companies, holding companies, savings and loan institutions, securities/commodity contract brokers and dealers, security and commodity exchanges, and investment companies.

Bar/Tavern

A business where alcoholic beverages are sold for on-site consumption, which are not part of a larger restaurant. Includes bars, taverns, pubs, and similar establishments where any food service or entertainment is subordinate to the sale of alcoholic beverages. May also include beer brewing as part of a microbrewery and other beverage tasting facilities. Entertainment, including live music, and/or dancing, comedy, etc., may also be included as an incidental use.

Base

The structural elements, design features, and materials associated with a part of the building that meets the ground to differentiate it from the middle and anchors the building to the ground.

Base Flood

The flood having a one percent chance of being equaled or exceeded in any given year. This term is also referred to as the 100-year flood or the one percent annual chance flood.

Basement

Any portion of a building located below ground level on all sides.

Bed and Breakfast Establishment

An owner-occupied single-family dwelling in which the owner rents rooms to overnight guests and may offer meals only to those guests.

Bench Sign

A sign affixed to or painted on a bench.

Berm

An elongated earthen mound typically designed or constructed on a site to separate, screen, or buffer adjacent uses.

Bicycle Locker

A fully enclosed space for one bicycle, accessible only to the owner or operator of the bicycle. It protects the entire bicycle, its components, and accessories from theft and inclement weather. Bicycle lockers may be pre-manufactured or may be designed for individual sites.

Bicycle Rack

A stationary object to which the bicycle user can lock the frame and one or both wheels of a bicycle with a user-provided U-shaped lock or cable, and which is either anchored to an immovable surface or is heavy enough that it cannot be easily moved.

Bioretention

A stormwater management feature that uses soil and plants to remove pollutants from stormwater runoff.

Block

A parcel of land composed of one or more individual lots or building sites surrounded by streets or by any combination of streets, internal drives, open space, watercourses, or railroad right-of-way.

Block Face

The lots or building sites along one side of a block.

Block Length Perimeter

For the purposes of vehicular connectivity, the distance around outer edges of a block enclosed by streets.

Box Window

A window or windows located within a wall projection.

Breakaway Wall

A wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces typically associated with flooding, without causing damage to the elevated portion of the building or supporting foundation system.

Breezeway

A roofed outdoor passage, as between a house and a garage.

Buffer

Vegetative material, walls, fences, berms, or any combination of these elements located on land that is used for screening.

Building

A fully enclosed structure with a roof and walls.

Building Addition

Any walled and roofed expansion to or extension of the perimeter of a building that is connected by a common load-bearing wall other than a firewall. Any walled and roofed addition that is connected by a firewall or is separated by an independent perimeter load-bearing wall shall be considered "new construction".

Building Codes

A collection of regulations adopted by the City of La Vergne to govern the design, construction, and modification of buildings and other structures.

Building Coverage

The gross area of a lot, parcel of land, or building site occupied by all the ground floor of a building or structure that is under roof. As a percentage, it is the relationship between the ground floor area of a building or structure under roof and the net area of the site.

Building Footprint

The area of a lot, parcel of land, or building site included within the exterior walls or outermost projection of the roof of a building or portion of a building, exclusive of courtyards.

Building Permit

A permit required by this Ordinance prior to commencement of certain types of construction or development activities.

Building Site

A parcel of land that has not been subdivided as a separate lot, which is designated by an applicant as a building site in a development plan, site plan, or permit application, and which accommodates, or is available to accommodate, a principal building.

Building Setback

The linear organization of building form within a single building that establishes portions of a building with a higher or lower height in a deliberate progression. Buildings may be “stepped-back” from the street edge, from a lot line, or from adjacent buildings.

Building Type

Names that are used to describe different categories of structures in accordance with the manner in which they address the street and the types of uses they typically accommodate. The specific building types are as follows: Institutional, Detached House, Attached House, Townhouse, Live/Work, Storefront, and Workplace.

Building Wall

The entire surface area, including windows and doors, of an exterior wall of a building.

Caliper

A method of measuring the diameter of the trunk of a tree for the purpose of determining size. The caliper of a mature, established tree is measured at diameter at breast height (DBH). The caliper of a young, nursery-grown tree is taken at six inches above the soil. If the caliper of the nursery-grown tree exceeds four inches, then the tree is measured at 12 inches above the soil.

Campaign Sign

A type of temporary sign as regulated by Tennessee Code Annotated § 2-7-143.

Canopy

A permanent, but not completely enclosed structure, which may be attached to or near a building for the purpose of providing shelter. For the purposes of this Ordinance, carports and awnings are defined separately and not regulated as canopies.

Canopy Sign

A building-mounted sign that serves as a marquee, or a sign mounted on a canopy or marquee.

Canopy Tree

A tree that has an expected height at maturity greater than 40 feet and which produces significant shade because it has a crown that is oval, round, vase-shaped, or umbrella-shaped.

Cap

The structural elements, design features, and materials associated with the top floor or top edge of the building to differentiate it from the middle and create a visual end to the building.

Carport

A type of accessory structure. A roofed structure not more than 75 percent enclosed by walls and attached to or near the principal building that is provided for the purpose of sheltering one or more vehicles.

Carnival

A type of temporary use that typically consists of amusement rides and games.

Cemeteries

Land used or intended to be used for burying the remains of human dead and dedicated for cemetery purposes, including mausoleums and mortuaries, when operated in conjunction with and within the boundaries of the cemetery.

Certificate of Occupancy

The final permit or authorization issued by the City allowing occupancy or use of a building, certifying that the building has been constructed in accordance with all applicable requirements.

Certified Arborist

A certified arborist shall mean any International Society of Arboriculture (ISA) Certified Arborist, ISA Board Certified Master Arborist, or current member of the American Society of Consulting Arborists.

Change of Use

The act of replacing a use in favor of another use.

Charitable, Fraternal, or Social Organizations

A facility for administrative, meeting, or social purposes for a private or nonprofit organization, primarily for use by administrative personnel, members, and guests.

Church

A place devoted primarily to religious worship or religious education but excluding private schools. The definition for churches shall apply to all places used primarily for religious worship or religious education and shall be inclusive of all religious affiliations, even though called a “mosque,” “temple,” or otherwise. [Note: By use of the word “primarily,” it is the intent to permit home worship in the residence of a citizen, which includes people who do not reside therein.]

Civic Building

A building operated by a government or not-for-profit organizations dedicated to arts, culture, education, recreation government, transit, and municipal uses.

Clinic

An establishment providing therapeutic, preventative, or corrective medical treatment or health care services. Activities include health care appointments, medical procedures, surgical procedures, emergency treatment, diagnostic services, walk-in medical services, and other health-related care. Services are provided on an outpatient basis, generally requiring a stay of less than 24 hours.

Close

A square or rectangular open space with a street or internal drive surrounding it that provides access to lots or other building sites, which performs the same function as a cul-de-sac.

Cobra-Head Style Fixture

Light fixture consisting of an oval-shaped head and curved arm mounted to a pole. This type of light is typically used to light parking areas or other outdoor areas.

Collector Street

A type of street defined by The City of La Vergne’s Major Thoroughfare Plan that carries traffic from local streets to the arterial system, consists of principal entrance streets for residential, nonresidential, and mixed-use developments, and provides for major circulation within the developments. This includes both major and minor collector streets.

Commercial, Primary Uses

Uses that provide personal or business services, such as automobile accessories and supplies (excluding installation); banquet/ meeting facility; business support services; catering establishment; conference center; entertainment venue, including live music, dancing, or comedy; hotel/inn, including conference center as accessory use; and printing, lithographing, or publishing.

Commercial Recreation

An establishment primarily engaged in providing participatory athletic, recreational, or physical fitness services to the public for a fee, such as fitness and recreational sports centers, health and

fitness studios, gym/fitness facilities, bowling centers, miniature golf courses, paintball or laser tag arenas, recreational day camps, and other recreational activities.

Commercial Sign

Any sign, display, or device designed, intended, or used to encourage or promote purchases or use of goods or services.

Commercial, Secondary Uses

Uses that, by their nature or service characteristics, are auto-dependent, have potential for environmental degradation, or are otherwise incompatible with nearby uses. Uses include animal hospital or veterinary clinic with outside facilities; automotive repair and service; contractor, plumber, or electrician supply yards with office and service as auxiliary uses; funeral home/mortuary; kennel – commercial; research laboratory and development facilities whose products or waste products entail no special environmental handling requirements; marina – commercial; nursery/garden center; and wholesale establishments.

Commercial Services Uses

Uses that provide personal services often in small storefronts, such as appliance or computer repair; bank, credit union, or financial institution; cosmetic services, including hair and nail salon and barber shop; clothing alterations, tailoring and dressmaking; dry cleaning or laundry services, including coin-operated laundries, but not including industrial dry cleaning or laundry; day spa; healthcare, medical, dental, optical, or auditory clinics (outpatient only) or laboratories; locksmith; massage therapy; nonpermanent make-up services; pet grooming; private postal services; shoe repair; and weight loss center. Includes the small-scale production and processing of painting, sculpture, pottery, musical instruments, and photography; individual and group instruction and training in the arts; production rehearsal; martial arts training studios; yoga, and similar instruction.

Commercial, Restricted

A retail or personal service establishment that may tend to have a blighting and/or deleterious effect on surrounding areas and that may need to be separated from other similar uses to minimize its adverse impact. Uses include billiard/pool hall, check-cashing service, piercing or tattoo parlor, and similar services; palmistry; and pawnshop, including lending of money on security of pledged goods. These uses may also include accessory retail sales of products related to the services provided.

Community Garden

An exterior area available for the small-scale production of vegetables and flowering plants, cultivated by a group with either one large plot or individual plots. Does not include large-scale crop production, nor wholesale or retail nursery and garden center. Community Garden is one of the park types.

Community Support Facility

A nonprofit or government facility providing personal assistance to individuals in need; such assistance to individuals may include temporary shelter, food service provisions, counseling, instruction, medical services, and other incidental services. Conference Center: A facility for hosting meetings, conferences, banquets, and similar events, usually for 500 persons or less. A conference center may or may not be an auxiliary use to a hotel.

Compact Spaces

Parking spaces with a minimum square footage of approximately 128 square feet intended for small or compact cars.

Companion Animal

Any dog, cat, or other domesticated animal normally maintained in or near the household of the owner or person who cares for such other domesticated animal.

Complete Application

A complete application is one that:

- A. Contains all information and materials required for submittal of the correct type of application, and in sufficient detail, format/organization, and readability for staff to evaluate the application for compliance with applicable review standards pertaining to the City of La Vergne Zoning and Subdivision regulations, policies procedures, and practices; and
- B. Is accompanied by the appropriate, completed application(s) and fee(s) established for the correct type of application.

Conservation Easement

The grant of a property right to create an environment where the land and the landscape will remain in its natural state but does allow for supplementation of additional landscape plantings and removal of dead, dying, or invasive plant material.

Construction

For purposes of the State Vested Property Rights Act of 2014, means the erection of construction materials in a permanent position and fastened in a permanent manner. Where excavation, demolition, or removal of an existing building has been substantially begun prior to rebuilding, such excavation, demolition, or removal shall be deemed to be construction; provided that work shall be carried on diligently and complies with all applicable requirements.

Construction Dumpster

Temporary trash receptacles used to hold waste from construction projects.

Construction Trailer

Mobile structures used to accommodate temporary offices, dining facilities, and storage of building materials during construction projects.

Continuum of Care Facilities

A facility providing one or any combination of assisted living, nursing home, or skilled nursing for the elderly or for other individuals incapacitated in some manner for medical reasons, as determined and licensed and/or certified by the Tennessee Department of Health, Board of Licensing Health Care Facilities. Included in this definition are homes for the aged, as defined by T.C.A. § 68-11-201. Continuum of care facilities may include a small amount of age-restricted independent living as part of the overall continuum of care.

Convenience Store

Any business offering retail sale of beer, cigarettes, vapes, vape products, and/or similar services and/or similar products as its primary function. Such business may or may not also conduct gasoline and/or petroleum sales.

Corner Lot

A lot located at the intersection of two streets that has frontage on each street. Each street frontage is considered a front lot line.

Cornice

A horizontal member, structural or nonstructural, of any building, projecting outward from the top of exterior walls, including eaves and other roof overhang.

Correctional Facilities

A facility for the detention, confinement, treatment, or rehabilitation of persons arrested or convicted for the violation of criminal law. Such facilities include an adult detention center, juvenile delinquency center, jail, and prison. These facilities house prisoners who are in the custody of City or county law enforcement and are typically government-owned.

Critical Root Zone (CRZ)

A circular area measured outward from a tree trunk, representing the essential area of the roots that must be maintained for the tree's survival. The CRZ is measured one foot of radial distance for every inch of tree at diameter at breast height, with a minimum of ten feet.

Cross Access

Vehicular and pedestrian access provided between parking areas of two or more development sites or parcels of land intended to allow movement between the sites without the use of a public street.

Cross Access Easement

An easement or other development right offered to one party by another party that allows ingress and egress across private lands. Cross-access easements are typically granted over or across surface parking areas.

Cross Section

A conceptual vertical plane cut through a space or building, illustrating widths and heights of the diagrammed elements.

Cul-de-Sac

A street having one end open to traffic and the other terminated by circular vehicular turnaround.

Cultured Stone

A refined architectural concrete building unit manufactured to simulate natural cut stone.

Cupola

A structure on top of a roof or dome often used as a lookout or to admit light and air.

Cut

A portion of land surface or area from which earth has been removed or will be removed by excavation, or the depth below original ground surface to the excavated surface.

Data Centers

An establishment primarily engaged in providing infrastructure for hosting and data processing services that businesses and other organizations use to organize, process, store, and disseminate large amounts of data.

Day Care Centers

An establishment designed to provide daytime care and instruction for children or adults.

Deciduous Tree

A tree that drops its foliage annually before becoming dormant.

Deferred Parking

A portion of the required parking associated with a use that is not installed at the time of construction but delayed or deferred.

Detention (Dry) Pond

A stormwater management feature using a dry basin to temporarily detain stormwater runoff then gradually release it into a watercourse or other stormwater feature. A detention pond is designed to be dry except after storm events.

Developable

The portion of a lot or development site that is available for development that is not within a resource and open space area (e.g., tree-saving areas, riparian buffers, floodplain, and open space set aside).

Developer

Any individual, firm, corporation, association, partnership, or trust involved in commencing proceedings to effect development of land.

Development

The construction, reconstruction, infill development, redevelopment, remodeling, conversion, structural alteration, relocation, enlargement, or demolition of any structure, portion of a structure, or sign; any change in use in land, building, or structure, or material change in the appearance of any structure; any increase in the number of dwelling units, businesses, manufacturing establishments, or offices; any mining, excavation, filling, grading, paving, or land disturbance; and any act of subdivision of land.

Development Plan

Means both a preliminary development plan and a final development plan .

Development Site

The total area of land contained within a development project.

Development Standards

For purposes of the State Vested Property Rights Act of 2014, all locally adopted or enforced standards, regulations, or guidelines applicable to the development of property, such as the following: planning; local stormwater requirements, layout, design; local construction standards for buildings, streets, alleys, curbs, sidewalks; zoning; lot size; lot configuration; yard dimensions; and all other development standards under this Ordinance, and off-site improvements, including public or private infrastructure, in which an applicant may acquire vested rights or vested property rights according to the Act. Development standards do not include standards required by Federal or State law; or building construction safety standards which are adopted pursuant to authority granted under T.C.A. § 68-120-101.

Diameter at Breast Height (DBH)

The measurement of the diameter of a tree trunk taken at a height of 4.5 feet above the ground. Trees with multiple trunks should be treated as multiple trees, and the DBH for each trunk added to aggregate diameter measurement.

Dormer

A roofed structure that contains a window and projects vertically from the plane of a sloping roof.

Double Frontage Lot

A lot having frontage on two parallel streets or approximately parallel streets.

Drive Aisle (of a Parking Area)

A vehicular accessway located within a parking area that serves individual parking spaces and driveways.

Drive-In/Drive-Through Facilities

A facility where a type of service is provided by a business that allows customers to purchase products without leaving their vehicles.

Drive-In/Drive-Through Restaurants

An establishment engaged in the retail sale of ready-to-consume food and drinks in disposable containers, for consumption on or off the premises, which has drive-in or drive-through facilities so that patrons may be served while remaining in their vehicles.

Driveway

A vehicular accessway within a lot, building site, or development site from a street or internal drive to provide access to a parking area, garage, parking structure, or building entrance.

Driveway Apron

The portion of the driveway extending from the edge of the pavement of the street to the back of sidewalk section, or the right-of-way line if no sidewalk exists.

Dry-Stack

A building method by which structures are constructed from stones without any mortar to bind them together.

Duplex (Use Type)

A type of residential use in a building containing two dwelling units, each of which has direct access to the outside or a common hallway leading outside.

Dwelling Unit

An area within a structure designed and constructed to be occupied for human habitation by one family. A structure may consist of one detached dwelling unit (house) or more than one attached dwelling unit in the case of duplexes, townhouses, multiplexes, and multifamily. Dwelling units do not include hotels, motels, boarding houses, group homes, correctional facilities, continuum of care facilities, rehabilitation centers, tents, travel trailers, shipping containers, recreational vehicles, or other structures designed for transient occupation.

Easement

A grant by a landowner to another person, entity, or to the public for the right to occupy or use designated land for specific purposes such as access, drainage, utilities, conservation, the location of public improvements, or other specified purposes. An easement does not constitute fee simple ownership of the land.

Eave

The projecting lower edges of a roof that overhang the wall of a building.

Educational Facilities

A public, parochial, private, charitable, or nonprofit school, college, or university, including related instructional and recreational uses, with or without living quarters, dining rooms, restaurants, heating plants, and other incidental facilities for students, teachers, and employees.

Effluent

A discharge of liquid waste.

Elevated Building

A building built to have the lowest floor of the lowest enclosed area elevated above the ground level by means of solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of floodwater, pilings, columns, piers, or shear walls adequately anchored so as not to impair the structural integrity of the building during a base flood event.

Elevation Certificate

A certificate as defined and regulated by the Federal Emergency Management Agency. Emergency Flood Insurance Program The program as implemented on an emergency basis in accordance with Section 1336 of the Emergency Flood Insurance Act. It is intended as a program to provide a first layer amount of insurance on all insurable structures before the effective date of the initial Floodplain Insurance Rate Map.

Encroachment

The portion of a structure or improvement that intrudes into a required setback, right-of-way, or easement; the placement of vehicles or equipment into a tree protection zone; or the access location.

Entitlement

Legal rights granted by approvals from the City to develop and use property.

Environmentally Sensitive Areas

Lands containing specimen trees, steep slopes, wetlands, watercourses, floodplains, habitat of endangered or threatened species, hillcrests, and similar features.

Erosion

The process of the gradual wearing away of land.

Essential Services

Government facilities, public utilities, and private utilities necessary for the exercise of a principal use or service of a principal building.

Establishment

A place of business with its furnishings and staff.

Event Tent

Collapsible tents and membrane structures used as temporary shelter for events and parties.

Event Venue

An establishment that hosts special events, such as weddings, wedding receptions, bridal receptions, rehearsal luncheons and dinners, anniversary celebrations, galas, birthday parties, family reunions, retirement parties, corporate meetings, conferences, trade shows, speaker luncheon series, auctions, museum exhibits, and similar events.

Evergreen Tree

A tree with foliage that is not dropped annually or that remains green throughout the year.

Exception

A waiver from the provisions of this Ordinance which relieves the applicant from the requirements of a rule, regulation, order, or other determination made or issued pursuant to the Floodplain Regulations.

Existing Grade

The slope or elevation of existing ground surface prior to cutting, grading, or filling.

Exterior Insulated Finish System (EIFS)

Acrylic, rubber-based material applied over a fiberglass mesh attached to a foam backing used as a facade material.

FAA

The division of the Department of Transportation that inspects and rates civilian aircraft and pilots, enforces the rules of air safety, and installs and maintains air navigation and traffic control facilities.

Façade

An exterior side of a building.

Fair Market Value

The monetary price that a parcel of land, portion of land, improvement on land, or other commodity will bring in a competitive and open market under all conditions of a fair sale, the buyer and seller each prudently knowledgeable, and assuming the price is not affected by undue stimulus.

Familial Relationship

For purposes of this ordinance, a “close familial relationship” means a spouse, parent, child, brother, sister, grandparent, or grandchild. The term includes the step, half, and in-law relationships.

Family

Either (a) an individual, or two (2) or more persons related by blood, marriage, or adoption, maintain a common household in a dwelling unit; or (b) a group of not more than four (4) persons not related by blood, marriage, or adoption living together as a common household in a dwelling unit, of (c) a group of not more than eight (8) unrelated persons with disabilities as defined by applicable federal law, which may have up to three (3) additional persons acting as support staff or guardians, which additional persons need not be related to any of the persons with disabilities residing in the home, living together as a common household in a dwelling unit; provided, however, a domestic worker, as defined by applicable state or federal law, who resides in the dwelling unit in question shall not be included in calculation the number of persons for purposes of subdivisions (a), (b), or (c).

Note: Persons (i) who have been convicted of a crime involving violence, (ii) who have been convicted of unlawfully manufacturing or distributing any illegal drug or controlled substance, (iii) who are registered or are required to be registered as sex offenders, (iv) who are currently illegally using a controlled substance, and/or (v) whose tenancy would constitute a direct threat to the health or safety of others or whose tenancy would result in substantial physical damage to the property of others shall not be deemed to be persons with disabilities for purposes of this definition solely by virtue of the status.

Farm Animal

An animal kept for agricultural purposes, including animals raised for home use or for profit, such as cattle, horses, goats, or other domestic livestock.

FCC

An independent government agency that regulates all U.S. Interstate and international communications.

Feather Banner

A type of sign that has the general shape of a feather. Also called feather sign or feather flag.

Fence

A structure used to delineate a boundary or act as a barrier or means of protection, confinement, or screening.

Fill

A portion of land surface or area to which soil, rock, or other materials have been or will be added; the height above original ground surface after the material has been or will be added; or the material used for the purposes of filling.

Final Development Plan

Means a plan approved by the local government describing with reasonable certainty the use of property. Such plan may be in the form of, but not limited to, a planned unit development plan; subdivision plat; general development plan; subdivision infrastructure construction plan; final

engineered site plan; or any other land-use approval designation utilized. UNLESS otherwise expressly provided by the city, such a plan shall include the boundaries of the site; significant topographical features affecting the development of the site; locations of improvements; building dimensions; and the location of all existing and proposed infrastructure on the site. Neither a sketch plan or other document that fails to describe with reasonable certainty the use and development scheme may constitute a final development plan.

Final Plat

A type of application to finalize a layout for subdividing land into two or more lots suitable for recording at the Register of Deeds.

Finished Floor Elevation

The height of the finished flooring of the lowest floor serving habitable space within a structure or building.

Flag Sign

A piece of cloth, typically rectangular, attached by one edge to a pole.

Flag Lot

A lot configured so that access to the street is provided by a linear strip of land and the bulk of the buildable portion of the lot is located behind one or more other lots.

Flood

A general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters or the unusual and rapid accumulation or runoff of surface waters from any source.

Flood Elevation Determination

A determination by the floodplain administrator of the water surface elevations of the base flood; that is, the flood level that has a one percent or greater chance of occurrence in any given year.

Flood Elevation Study

An examination, evaluation, and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation, and determination of mudslides (i.e., mudflow) or flood-related erosion hazards.

Flood Hazard Boundary Map (FHBM)

An official map of a community, issued by the Federal Emergency Management Agency, where the boundaries of areas of special flood hazard have been designated as Zone A.

Flood Insurance Rate Map (FIRM)

An official map of a community, issued by the Federal Emergency Management Agency, delineating the areas of special flood hazard or the risk premium zones applicable to the community.

Flood Insurance Studies (FIS)

The official report provided by the Federal Emergency Management Agency, evaluating flood hazards and containing flood profiles and water surface elevation of the base flood.

Flood Protection System

Those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the area within a community subject to a “special flood hazard” and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees, or dikes. These specialized flood-modifying works are those constructed in conformance with sound engineering standards.

Flood-Related Erosion

The collapse or subsidence of land along the shore of a lake or other body of water as a result of undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as a flash flood, or by some similarly unusual and unforeseeable event which results in flooding.

Flood-Related Erosion Area or Flood-Related Erosion Prone Area

A land area adjoining the shore of a lake or other body of water, which due to the composition of the shoreline or bank and high-water levels or wind-driven currents, is likely to suffer flood-related erosion damage.

Flood-Related Erosion Area Management

The operation of an overall program of corrective and preventive measures for reducing flood-related erosion damage, including but not limited to emergency preparedness plans, flood-related erosion control works, and flood plain management regulations.

Floodplain or Flood-Prone Area

Any land area susceptible to being inundated by water from any source.

Floodplain Management

The operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works, and floodplain management regulations.

Floodproofing

Any combination of structural and nonstructural additions changes, or adjustments to structures that reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures, and their contents.

Floodway

The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Floor

The top surface of an enclosed area in a building, including the basement (i.e., top of slab in concrete slab construction or top of wood flooring in wood frame construction). The term does not include the floor of a garage used solely for parking vehicles.

Floor Area

The area located within the inside perimeter of the exterior walls of a structure and including the area occupied by closets, corridors, stairs, and other features protected by enclosed surfaces. The floor area is considered to be exclusive of those areas that are open and unobstructed to the sky. The floor area includes the area of all floors, including the attic and the basement.

Food Sales (as an Accessory use)

The sale of prepared or processed food, snacks, baked goods, or other products intended for human consumption either for or not for profit, whether prepared on or off-site as an accessory or subordinate activity to the principal use.

Foot-Candle

A unit of measurement referring to illumination incident to a single point at finished grade. One foot-candle is equal to one lumen uniformly distributed over an area of one square foot.

Freeboard

A factor of safety usually expressed in feet above a flood level for purposes of floodplain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

Front Facade

The side of the building that faces the street or internal drive and has a main entrance.

Front Lot Line

The boundary line of a lot, which typically abuts an existing or proposed street or internal drive

Front Yard

The open area located between the facade of a building or structure and the front lot line. The front yard extends the entire width of the lot.

Frontage-Facing Garage

A garage whose vehicular entrance faces a frontage.

Functionally Dependent Use

A use the intended purpose of which cannot be utilized unless it is located or carried out in close proximity to water, such as docking facilities, port facilities, or shipbuilding/repair facilities. In the context of floodplain management, this means that the use cannot perform its intended purpose if it's not near a water source.

Funeral Homes

An establishment engaged in undertaking services, such as preparing the human dead for burial or cremation and arranging and managing funeral services.

Garage

A detached accessory structure or part of a dwelling unit used for the parking or storage of vehicles as an accessory use.

Garage/Yard Sale

The occasional sale of miscellaneous household goods in the garage or yard of a resident's dwelling.

Garden Center

A retail operation that sells plants and related products for the domestic garden as its primary business. Their plant stock is typically propagated elsewhere, such as by specialist nurseries or wholesalers.

Gas Station

An establishment where fuel is sold for automotive vehicles, often with a small convenience store carrying a limited selection of groceries and household items.

Gazebo

A freestanding, roofed, usually open-sided structure providing seating or an area for gathering.

General Warehousing

Structures used for the storage or distribution of goods where there is no sale of items to retailers or the general public unless permitted as an accessory use to the warehouse.

Genus

A taxonomic category ranking of types of organisms below a family and above a species and generally consisting of a group of species exhibiting similar characteristics.

Geotechnical Report

A comprehensive assessment of geological conditions of a particular area where construction is proposed.

Glare

The reflection or harsh, bright light and the physical effect resulting from high luminance or insufficiently shielded light sources to cause annoyance, discomfort, or loss in visual performance and visibility.

Glazing

The portion of an exterior building surface occupied by glass.

Golf Course

Land laid out for golf with a series of nine or 18 holes each including tee, fairway, and putting green and often one or more natural or artificial hazards. Golf courses typically include a clubhouse with ancillary restaurant and driving range.

Grading

An operation or occurrence by which existing site elevations are changed, or where ground cover, natural or man-made is removed, or a watercourse or body of water, either natural or man-made, is relocated on a site. This includes stripping, cutting, filling, stockpiling, or any combination thereof and shall apply to the land in its cut or filled condition.

Green Space

A type of Open Space that has an area of grass, trees, or other vegetation set apart for recreational or aesthetic purposes in an otherwise developed environment. This includes parks, community gardens, and cemeteries.

Greenway

A linear natural preserve that incorporates a multi-use path.

Gross Floor Area

The sum of the gross area of every story of a building measured from the exterior limits of the faces of the structure. Gross floor area does not include basements, garages, parking structures, or parking areas.

Ground Cover

Any natural vegetative growth or other material that renders the soil surface stable against accelerated erosion.

Group Home

See definition of “family” sub-item “c”

Guyed Tower

A structure composed of three or four support legs, that is “guyed” by wires to anchors in the ground placed at distances radially from the tower and is used to support telecommunications equipment and antennas.

Heavy Industrial Uses

A use characterized by manufacturing, mining, or compounding processes of raw materials that often involves outdoor operations as part of the process.

Hedge

A group of shrubs planted in a continuous line or in groups that forms a continuous compact, living wall.

Highest Adjacent Grade

The highest natural elevation of the ground surface, prior to construction, adjacent to the proposed walls of a structure.

Hillcrest

The summit line of a hill or mountain.

Historic Structure or Resource

Any building, structure, site, district, area, or land of architectural, historical, archaeological, or cultural importance or value, which the City protects, enhances, and preserves in the interest of the culture, prosperity, education, and general welfare of the citizens. It may be inclusive of, but not limited to, any of the following:

- A. Any that are listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- B. Any that are certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district.
- C. Any that are individually listed on the Tennessee inventory of historic places and determined as eligible by states with historic preservation programs which have been approved by the Secretary of the Interior.

Home Occupation

A business, profession, occupation, or trade which is conducted completely within a residential single-family dwelling for the economic gain or support of a resident of the dwelling and which is incidental and secondary to the residential use.

Homeowner Association

An incorporated nonprofit organization operating under recorded agreements through which each owner in the development is automatically a member, and each lot is subject to a proportionate share of the expenses of the organization's activities or responsibilities.

Horse Farm

Any tract of land of 3 or more acres which is principally used for the breeding, training, riding, and/or maintenance of horses, and those uses which are accessory thereto, including one dwelling unit and facilities for the sale of horses raised or maintained on the immediate premises.

Hospital

A facility providing medical, psychiatric, or surgical services for sick or injured persons primarily on an inpatient basis, including ancillary facilities for outpatient and emergency treatment, diagnostic services, training, research, and administration, and services to patients, employees, or visitors.

Hotel/Motel/Inn

A building or a group of buildings in which sleeping accommodations are offered to the public and intended primarily for rental for temporary occupancy by persons on an overnight basis, not including bed and breakfast establishments or rooming houses. Hotels include a high level of guest services and on-site amenities such as pools, restaurants, fitness centers, and similar features. Guest rooms are only accessible from an indoor corridor.

Hue

The visible color emitted from an artificial source of exterior lighting.

Illumination

Brightening or shining with light or a luminous substance.

Impervious Surface

Buildings, parking areas, driveways, streets, sidewalks, areas of concrete, asphalt, gravel, or other compacted aggregate, and areas covered by the outdoor storage of goods or materials that do not absorb water.

Improvement

Any human-made alteration of land, a lot, a building, or structure.

Independent Living Facility

Congregate living facilities, such as rest homes and homes for the aged, which are designed for older persons or disabled persons who do not require health and support services, such as medical and nursing care, central dining, and transportation service, located on the site. Each living unit may be self-contained and is physically accessible to older or disabled persons.

Distinguished from multi-family or attached housing by the provision of some communal services.

Indoor Animal Services

A facility that regularly offers to the public indoor pet care services for companion animals, such as veterinary services, day care, overnight boarding, grooming, or training for a fee. There are no dedicated outdoor facilities.

Indoor/Outdoor Animal Services

A facility that regularly offers pet care services to the public which include both indoor and outdoor facilities. Services include veterinary services for companion animals or farm animals, overnight animal boarding, day care, grooming, or training for a fee.

Industrial Sales

Retail or wholesale sales of bulk materials used for manufacturing, construction, machinery and equipment, or landscape materials, such as mulch or stone.

Industrial Services

An establishment engaged in the repair, servicing, or contracting of industrial, business, or consumer machinery, equipment, products, or by-products. These establishments may service consumer goods by providing centralized services for other businesses. Examples include building maintenance services, construction contractors, landscape services, and similar establishments engaged in performance of services off-site.

Interconnected

Refers to streets which provide through access to other streets.

Infill development

Development or redevelopment of buildings and structures on vacant or underused lots within areas containing existing structures.

Integral Sign

A sign or plaque carved into stone, concrete, or similar material, or made of bronze, aluminum, or other permanent type metal materials, and made an integral part of the structure.

Intensity

The amount of nonresidential square feet of gross floor area.

Internal Drive

A curbed pedestrian and vehicular accessway and parallel parking accommodation within a lot or development site that connects to a street or another internal drive and provides access and circulation to or through such lot or development site and the building(s) and parking accommodations thereon.

Invasive Exotic Pest Plants of Tennessee

A document published by the Tennessee Exotic Pest Plant Council that specifies nuisance plants that shall not be used toward meeting the landscaping requirements in this Ordinance.

Jail

A building, and all accessory uses and accessory structures, used to confine, house, and supervise persons who are serving terms of imprisonment for violations of criminal laws or who are awaiting trial for alleged violations of criminal laws, but not including temporary holding facilities

that are accessory to a police station and not including any housing or other facilities for persons who are participating in work-release programs or who have previously served and completed terms of imprisonment for violations of criminal laws.

Junk Yard/Salvage Yard

A parcel of land on which waste material or inoperative vehicles and other machinery are collected, stored, salvaged, or sold.

Kennel - Commercial

A use or structure intended and used for the breeding or accommodation of small domestic animals for sale or for the training or overnight boarding of animals for persons other than the owner of the lot, but not including a veterinary clinic in which the overnight boarding of animals is necessary for or accessory to the testing and medical treatment of the physical disorders of animals. Commercial kennels may include outdoor facilities.

Kiosk

small structure in a public area used for providing information, displaying advertisements, or selling goods.

Knee Wall

A low wall that is often part of or within a building.

Land

The earth, water, and air, above, below, or on the surface, including any improvements or structures customarily regarded as land.

Land-Disturbing Activity

Any human-made change of the land surface including removing vegetative cover, demolition, excavating, filling, or grading, but not including agricultural uses.

Landscape

Vegetation, whether existing or planted that is located on a lot or site. Landscape includes areas used by such vegetation that are occupied by a ground cover such as mulch, pine straw, or living ground cover.

Landscape Island

A planting area within a surface parking area that is designated for trees, shrubs, and ground cover for the purposes of providing visual relief and heat abatement.

Landscape Plan

Separate sheets of a submittal for a site plan application that show how the development is designed to meet tree protection, landscape, buffers, and screening requirements.

Landscape Surface Area

The portion of a lot or development site not covered by impervious surface and is available for accommodating landscape material.

Lattice Tower

A structure composed of three or four support legs with crossed frame design.

LED Display Screen

A flat display panel that uses an array of light-emitting diodes as pixels for a display of an image or video. This definition includes plasma or similar screens.

Levee

A man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

Levee System

A flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

Light Industrial Uses

The manufacturing, processing, or assembly of products within a fully enclosed structure where noise, odor, light, or vibrations are not noticeable from the adjacent properties.

Linear Frontage

The length of a property abutting a public right-of-way from one side lot line to another.

Live/Work Building Type

An attached building type, similar to a townhouse, with small commercial enterprises on the ground floor and a residential unit above. Each unit has its own entrance, is a minimum of 2 stories, and provides off-street parking behind the building only. Commercial space may be a home-based business or may be leased independently

Loading Area

Area conveniently located for bulk pickups and deliveries, scaled to delivery vehicles, and not considered as part of the minimum required parking spaces.

Local Street

A type of street defined by The Major Thoroughfare Plan designed primarily for access directly to individual lots or developments.

Logo

Business trademark or symbol.

Lot

A parcel of land occupied, or intended to be occupied, by one main building, or a group of main buildings, including open spaces as required by this Ordinance and other regulations and ordinances.

Lot of Record

A lot or tract of land, described by deed and/or subdivision plat, filed in the Register's Office, Rutherford County, Tennessee.

Lot Size

The area, measured in gross square feet or acres, contained within a lot.

Lot Width

The distance between the side lot lines measured at the point of the front yard setback line. For corner lots, the lot width is the distance between the side lot line and the side street-facing lot line, measured at the point of the front yard setback line.

Lowest Floor

The floor surface of the lowest enclosed area of a structure, including a basement. An unfinished or flood-resistant enclosure, usable solely for parking vehicles, building access, or storage, in an area other than a basement area, is not considered to be the lowest floor of a building, provided that the enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this Ordinance.

Machinery Assembly and Repair Facility

An establishment engaged in the assembly, maintenance, or repair of commercial and industrial machinery and equipment.

Mailbox Delivery Facilities

Two or more mailboxes located within a common supporting structure.

Main Body

The primary mass of a building. The main body may be augmented by side or rear wings as well as bays, porches, and balconies.

Main Color

A color used on the facade of a building that constitutes the majority of the color on such facade.

Main Entrance

A place of ingress and egress to a building that faces the frontage.

Maintained Easement

A recorded right-of-way made of crushed gravel, pavement, or graded and cleared of brush, so as to permit access by vehicles.

Major Intersection

An intersection of one arterial street with another arterial, collector, or Interstate highway.

Mobile Home

A factory-assembled, movable dwelling designed and constructed to be towed on its own chassis, comprised of frame and wheels, to be used without a permanent foundation for permanent occupancy but with the necessary service connections for required utilities, and distinguishable from other types of permanent dwellings in that the standards to which it is built include provisions for its mobility on that chassis as a vehicle. The term “mobile home” does not include “recreational equipment” or “recreational vehicle”.

Mobile Home Park or Subdivision

A parcel (or contiguous parcels) of land divided into two or more mobile home lots for rent or sale.

Masonry

Brick, stone, or concrete. Fiber cement siding, stucco, and exterior insulation and finish systems (EIFS) are not considered masonry.

Mass Grading

Any stripping, cutting, filling, or stockpiling of earth or stone as a means of establishing new grades over a significant portion of a lot or site prior to new construction.

Massing

The shape and form a building or assemblage of buildings assumes through architectural design.

Master Plan

A plan depicting more than two principal buildings on a single lot, buildings planned concurrently as part of the same development process, or any development subject to this ordinance not clearly falling under one of the categories listed.

Mean Sea Level

The average height of the sea for all stages of the tide. It is used as a reference for establishing various elevations within the floodplain. For the purposes of this Ordinance, the term is synonymous with the National Geodetic Vertical Datum (NGVD) of 1929, the North American Vertical Datum (NAVD) of 1988, or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

Measurement

A straight line from one lot line to another, from a building or structure to a lot line, or from a building or structure to another building or structure unless otherwise stated.

Mezzanine

An intermediate floor between the main floors of a building, often with a low ceiling or a projecting balcony. Mezzanines with less than 50% of the floor area of the floor below shall not be considered a story.

Median

A portion of a street or internal drive separating the opposing traffic flow and designed to prevent crossover movements by vehicles.

Micro-Brewery

A small usually independent brewery that produces fewer than 15,000 barrels (465,00 gallons) per year of specialized beers. The product may be sold and distributed to a retailer or sold directly to customers, often for consumption on the premises.

Minor Accessory Structure

A type of accessory structure that has a footprint of 200 square feet or less. Examples include storage or potting sheds, workshops, and greenhouses.

Mixed-Use Development

A tract of land or structure developed for both residential and nonresidential uses. Such uses may be vertically integrated within a multi-story building or horizontally integrated within one or more buildings on a lot or development site.

Mobile Service Provider Office

A home occupation use that is limited to the office accommodations for a professional service that is carried out in transitory locations. Examples include but are not limited to mobile automotive detailing services and mobile pet grooming services.

Monopole

A structure composed of a single pole used to support telecommunications equipment and antennas.

Moving Sign

A sign or device that swings, undulates, or otherwise attracts attention through the movement of parts, or through the impression of movement, and includes flashing, fluttering, moving, pennant, revolving, rotating, streamer, windblown, or similar signs or devices, not including a hanging sign.

Multi-Phase Development

A development consisting of two or more distinct phases intended to occur in a sequential order.

Multi-Stemmed Tree

A canopy or understory tree having two or more primary stems or trunks, each of which is included within the determination of caliper or DBH.

Multifamily (Use Type)

A type of residential use with a building containing five or more individual dwelling units, with the units often stacked vertically, sharing common vertical walls and/or horizontal floors and ceilings, often called apartments, lofts, condominiums, stacked flats, or age-restricted independent living, and may include units for sale or rent. This definition also includes any number of attached dwelling units above ground floor nonresidential use in a commercial/mixed-use building.

Mural

Any picture, scene, or diagram painted on any exterior wall or fence that does not serve as advertising. To be defined as a mural it must meet the following standards:

- A. Include no specific commercial product or text, although it may include such generic products as automobiles, furniture, soft drinks, or other items where the brand is not apparent; and
- B. Includes no legible text, picture, symbol, or device of any kind that relates to a commercial business, product, or service offered on the premises where the wall is located.

National Geodetic Vertical Datum (NGVD)

A vertical control used as a reference for establishing varying elevations within the floodplain.

National Historic Landmarks

Nationally significant historic places designated by the Secretary of the Interior because they possess exceptional value or quality in illustrating or interpreting the heritage of the United States.

National Register of Historic Places

The Secretary of the Interior's official list of the nation's historic places worthy of preservation; lands and structures on the list possess exceptional value or quality in illustrating or interpreting the heritage of the United States.

Native Vegetation

Any indigenous tree, shrub, ground cover, or other plant adapted to the soil, climatic, and hydrographic conditions occurring on the site.

Natural Areas

A type of open space having a physical and cultural individuality developed through natural growth rather than design or planning which is a natural state or is of high scenic value.

Naturally Occurring Slope

The changes in grade or elevation on a lot or site that result from natural processes, not land-disturbing activities.

Nature Trail

A type of pedestrian path through natural areas, including hiking, walking/jogging, and mountain bike trails.

Neighborhood Amenities

Outdoor recreation areas, such as pools, sports fields, sports courts, playgrounds, and dog parks typically for use by residents of the development.

Neon

Lights, tubes, or other devices used to emit neon light.

Net Facade

The area on a facade, excluding door and window openings.

Non-Buildable

Land not suitable or permitted to be built upon.

Nonconforming Lots of Record

A lot that was legally created by deed or other legal mechanism before it was in the City or prior to the City and County initial adoption of Subdivision Regulations that does not meet the dimensional standards established by the applicable zoning district.

Nonconforming Sign

A sign or sign structure constructed or erected prior to the effective date of this Ordinance or amendment containing provisions with which the sign or sign structure does not comply, or any sign that was lawfully erected and complied with the sign regulations in effect at the time it was erected but is no longer in compliance.

Nonconforming Structure

A structure or portion thereof, not including signs, legally developed before the effective date of this Ordinance or any amendment thereto, but that does not comply with one or more provisions of this Ordinance.

Nonconforming Use

The use of a building or land lawful at the time of the enactment of this Ordinance that does not conform with the provisions of this Ordinance for the zoning district in which it is located.

Nonconformity

An existing use, structure, lot of record, sign, or tower that was lawfully established before this Ordinance was adopted that no longer conforms with one or more provisions of this Ordinance.

Nonresidential Building

Any building containing solely nonresidential uses.

Nonresidential Structure

Any structure containing solely nonresidential uses.

Nonresidential Use

A use of land for recreation, civic or institutional, commercial, or industrial purposes that excludes any residential use.

North American Vertical Datum (NAVD)

A vertical control used as a reference for establishing varying elevations within the floodplain.

Nuisance

Any interference with the use and enjoyment of a neighboring property that is substantial and unreasonable, such as would be offensive or inconvenient to the normal person. Examples may include any interference or disturbance, which renders physical occupation of a neighboring property uncomfortable, endangers life or health, gives offense to the senses, or violates the laws of decency.

Nuisance Tree

A tree that interferes with the quiet enjoyment of real or personal property or public infrastructure.

Off-Road Head Style Fixture

Light fixture consisting of a rectangular head and arm affixed to a pole. This type of light is typically used to light parking areas or other outdoor areas.

Office

The premises used by an establishment primarily engaged in providing professional, financial, administrative, clerical, and similar services.

On-Site Parking

Parking on a lot, not inclusive of parallel parking on internal drives.

One-Half Story

The uppermost habitable building level in which a sloping roof replaces the upper part of one or more of the facade walls, and which level contains less finished area than the first level of the building.

One Hundred-Year Flood

Floods of a large magnitude that are only expected to be equaled or exceeded once (on average) during any 100-year period.

Opacity

A measurement indicating the degree of obscuration of light or visibility.

Opaque Screen

Any combination of vegetative material, fences, or walls and designed to completely obstruct off-site views into the area.

Open Space

Land used for active or passive recreation or resource protection purposes, not including residential lots, right-of-way, or parking or loading areas. Any area which cannot be divided into building lots, or improved as streets, rights-of-way, or parking, and is subject to a permanent open space easement. Open space may also include portions of private building lots subject to a permanent open space easement.

Open Space Lot

A single lot or group of lots intended to contain open space set-asides.

Open Space Set-Aside

Portion of a proposed development required for reservation as permanent open space.

Ornamental Fixture

A pole-mounted light fixture with an ornamental head, such as a colonial head, coach head, acorn head, or other decorative head.

Outdoor Sales

The placement of products or materials for sale outside the entrance of a retail or wholesale sales establishment.

Outdoor Storage

The keeping, in an unroofed area of any goods, material, merchandise, or vehicles in the same place for more than 24 hours. This does not include the display of vehicles or equipment for sale or rental in a sales lot.

Owner

Any full or part owner, joint owner, tenant in common, tenant in partnership, joint tenant or tenant by the entirety with legal title to the whole or to part of a structure or parcel of land.

Parallel Parking Space

A parking space located parallel to a public or private street or internal drive.

Parapet or Parapet Wall

That part of a building facade that rises above the roof level, typically obscuring a flat roof as well as any roof-mounted equipment.

Parcel

See "Lot".

Parked Vehicle Sign

Signs placed on or affixed to vehicles or trailers that are parked on a public or private street or on public or private property so as to be visible from a public or private street or internal drive. This does not pertain to signs placed on or affixed to vehicles, where the sign is incidental to the primary use of the vehicle or trailer or to exclude the advertising of the vehicle for sale.

Parking Area

Parking spaces that serve a principal use.

Parking Bay

A parking area consisting of one row of parking spaces or stalls and the drive aisle from which vehicles enter and leave the spaces.

Parking Pad

An improved surface located on a residential lot for vehicle parking.

Parking Space

A space that is designated for the parking or temporary storage of one vehicle.

Parking Structure

A structure designed for vehicular parking below, at, and/or above grade, excluding, however, a garage.

Passive Parks, Passive Recreation

Land used for low-intensity recreation, open space, and conservation of natural habitat. Improvements are natural resource-oriented, such as picnic areas, canoe launches, arboretums, benches, trails for hiking, biking, or horseback riding, and archaeological and historical sites. Site disturbances, such as grading, vegetation removal, and lighting are minimal. These facilities are often located within dedicated natural areas.

Pedestrian

A person traveling on foot under their own locomotion.

Pedestrian-Scale Lighting

Devices intended to provide exterior lighting that are lower in height than commercial lighting and located proximate to pedestrian areas such as sidewalks, open space areas, or plazas.

Performance Agreement

An agreement between an applicant or developer and the City to ensure the completion of required improvements as part of site plan or final plat approval.

Perimeter Landscape

A planting area with vegetative material, walls, fences, and/or associated ground cover located along the perimeter of a surface parking area used as screening.

Perimeter Planting Strip

A planting area along the outer edge of a surface parking area.

Person

Person means any individual, corporation, government agency, government official, business trust, partnership, two or more persons having a joint interest, or any other legal entity. Persons subject to the remedies and penalties established in Enforcement, for violating this Ordinance shall include an architect, engineer, builder, contractor, developer, agency, or any other person who participates in, assists, directs, creates, causes, or maintains a condition that results in or constitutes a violation of this Ordinance; or an owner, any tenant or occupant, or any other person, who has control over, or responsibility for, the use or development of the land on which the violation occurs.

Personal Services

An establishment that primarily engages in providing services generally involving the care of the person or person's possessions. Personal services include laundry and dry-cleaning services, barber shops, salons, day spas, informational and instructional services, tanning salons, portrait studios, and other personal care services. Services associated with an animal are not included in this definition.

Pervious Surface

A surface that absorbs water or allows the passage of water through it to the ground below.

Pier

Posts, columns, or similar devices designed to elevate a building or structure above the grade level.

Pilaster

A rectangular column with a capital and base that is attached or affixed to a wall as an ornamental design feature.

Place of Public Assembly

An institution or facility that congregations of people regularly attend to participate in or hold meetings, workshops, lectures, civic activities, religious services, performances, and other similar activities, including buildings or performance venues in which such functions and activities are held.

Plan of Services

A plan for how the City would provide municipal services to land if annexed.

Planned Development

A tract of land under single ownership planned and developed as an integral unit in a single development operation or a definitely programmed series of development operations according to an approved development plan.

Planning Area

Same as Zoning District.

Planting Season

The dormant time of the year for trees beginning with leaf drop and ending with bud break; which is generally late fall (November) to early spring (March), excluding winter months when the ground is frozen.

Planting Strip

An area located immediately between the sidewalk and the curb or street pavement that serves as the area where street trees are planted.

Platted Lot

A lot shown on a recorded final plat.

Playground

Playgrounds provide permanent play equipment sunny and shaded play areas for children as well as shelters with benches for parents. Playgrounds may be built within squares or parks or may stand alone within a residential block. Playground is one of the Park types allowable as Open Space.

Plaza

A paved, open area adjacent to a civic or commercial building. Plazas function as gathering places and may contain a variety of intermittent activities, such as vendors and display stands. Plaza is one of the Park types allowable as Open Space.

Pocket Park

A small park or outdoor area for public leisure, especially an urban plaza or courtyard with benches and fountains. Pocket Parks are frequently created on small, irregular pieces of land.

Porch

A projection from an outside wall of a dwelling that is covered by a roof and/or sidewalls (other than the sides of the building to which the porch is attached) for the purpose of providing shade or shelter from the elements, which is at least six feet deep.

Portable Shipping Container

A large metal or wooden container, typically intended for transport by large truck, train, or ship, that is used for the temporary storage and or transport of personal property.

Portable Sign

A sign or device, counterbalance sign, trailer sign, or any variation thereof, located on the ground, easily movable, not permanently attached thereto. Also includes any single or double surface painted or poster panel type sign or any variation thereof.

Preliminary Development Plan

Means a plan submitted to facilitate initial public feedback, and secure preliminary approvals from local government. It serves as a guide for all future improvements.

Preliminary Plat

A type of application to propose a layout for subdividing land into more than two lots.

Primary Materials on a Facade

The exterior building materials used to clad most of a building facade.

Principal Building

A building in which the principal use of the lot is conducted on which it is situated.

Principal Use

The primary use or activity taking place on a lot. The principal use does not include any accessory uses occurring on the same lot.

Private Street

Any street or road owned and maintained by a private individual, organization, or company rather than by a unit of government.

Project Area

Any area of land and/or water, regardless of the number of individual parcels contained therein, on which development is proposed under these regulations.

Property Owners Association

An incorporated nonprofit organization operating under recorded agreements through which each owner in the development is automatically a member, and each lot is subject to a proportionate share of the expenses of the organization's activities or responsibilities.

Public Access Easement

A grant by a landowner to the public for ingress and egress across private lands, commonly to provide access to public improvements, infrastructure, open spaces, or other specified purposes. A public access easement does not constitute fee simple ownership of the land.

Public Improvement

Street, park, or other public way, ground, place or space, public building or structure, facility, or public utility, which serves and is available to the public.

Public or Private Infrastructure

Facilities and services needed to sustain development and land-use activities, including water, sewer, drainage, stormwater management improvements, streets, sidewalks, and other similar facilities.

Public Sign

A sign erected by a governmental entity or agency in the public interest, such as safety signs, danger signs, trespassing signs, traffic signs, memorial plaques, signs of historical interest, and similar signs.

Public Street

Any street or road owned or maintained by a unit of government.

Quadrangle

An area, such as a courtyard, enclosed by buildings.

Quarry

An operation for the dredging, digging, extraction, mining, or quarrying of stone, sand, gravel, or minerals for commercial purposes.

Quasi-Judicial Decision

A decision involving the finding of facts regarding a specific application of a development regulation that requires the exercise of discretion when applying the standards of the regulation. The term includes but is not limited to, decisions involving variances, special use permits, certificates of appropriateness, and appeals of administrative determinations. Decisions on the approval of subdivision plats and site plans are quasi-judicial in nature if the regulation authorizes a decision-making board to approve or deny the application based not only upon whether the application complies with the specific requirements set forth in the regulation but also on whether the application complies with one or more generally stated standards requiring a discretionary decision on the findings to be made by the decision-making board.

Quick Service Restaurant

A type of restaurant that serves fast service food cuisine.

Rear Facade

The side of a building facing the rear or back of a lot or building site, not facing a street.

Rear-Loaded Garage

A garage whose vehicular entrance faces the rear lot line.

Rear Lot Line

The rear boundary line of a lot which is generally opposite of, and does not intersect, the front lot line.

Rear Yard

The open area, except as otherwise authorized in this Ordinance, located between the rear of a building or structure and the rear lot line, and extending from one side lot line to the other side lot line.

Reasonably Safe from Flooding

Base flood waters will not inundate the land or damage structures to be removed from the Special Flood Hazard Area and that any subsurface waters related to the base flood will not damage existing or proposed structures.

Recreational Equipment

A vehicular or portable structure transportable on a mobile chassis, designed to be used for recreational and vacation uses, including travel trailers, pickup campers, coaches, motorized dwellings, tent trailers, boats, boat trailers, other motorized watercraft, and other similar recreational equipment.

Recreation Facility – Indoor

Uses or structure for amusement or active recreation including billiard/pool hall; gymnasium, natatorium, fitness center including aerobics, dance and cheerleading, martial arts, yoga, athletic equipment, indoor running track, climbing facility, court facility, skating rink. This definition is inclusive of both non-profit and for-profit operations and homeowner/ property owner associations. Indoor recreation facility may include accessory uses, such as snack bars, pro shops, and locker rooms which are designed and intended primarily for the use of patrons of the principal recreational use.

Recreation Facility - Outdoor

Use or structure for active outdoor amusement or recreation including uses not primarily conducted within a structure such as swimming pool, tennis court, ball field, or court, skateboard park, miniature golf, and outdoor theatre. This definition is inclusive of both non-profit and for-profit operations and homeowner/property owner associations. Such uses shall include any accessory uses, such as snack bars, pro shops, and clubhouses which are designed and intended primarily for the use of patrons of the principal recreational use.

Recreational Vehicle

A vehicle which is built on a single chassis; 400 square feet or less when measured at the largest horizontal projection; designed to be self-propelled or permanently towable by a light-duty truck; and designed primarily not for use as a permanent dwelling, but as a temporary living quarters for recreational, camping, travel, or seasonal use.

Recycling Drop-Off Center

A small collection facility where recyclable materials are purchased or accepted from the public. It is an accessory use.

Redevelopment

The demolition and reconstruction of a building or a portion of a building.

Refuse Area

Area containing dumpsters, trash compaction, garbage or recycling collection, and other similar service areas.

Regulatory Flood

A flood representative of large floods reasonably characteristic of what can be expected to occur on a particular stream, with an average recurrence interval of 100 years, determined from an analysis of floods on a particular stream and other streams in the same general region. Religious Institution: A church, synagogue, temple, mosque, or other place of religious worship, including any customary accessory use or structure, such as a school, daycare center, or dwelling, located on the same lot.

Research Laboratory

A facility equipped for basic and applied research or experimental study, testing, or analysis in the natural sciences, including any educational activities associated with and accessory to such research, but not including a medical, dental, optical, or veterinary clinic.

Residential Care Facility

A staffed premise (not a single-family dwelling) with paid or volunteer staff that provides full-time care to more than 6 individuals. Residential care facilities include dependent and independent living facilities, group homes, nursing homes, residential child-care facilities, assisted living residences, adult care homes, retirement housing, congregate living services, assisted living services, continuing care retirement centers, skilled nursing services, and orphanages. This term excludes residential/family care homes and halfway houses.

Retail, Primary

Uses in which the principal purpose is the sale of goods, products, merchandise, or services directly to the consumer. Retail establishments promote high walk-in customer counts, are shopping destinations, provide visual interest, and create active street life but are not detrimental to the district in which they are located. Uses include but are not limited to: alcoholic beverage retail sales; bar/tavern/nightclub, beer or wine shops, or brewpubs; clothing, shoe, dry goods, or notions store; cosmetic and beauty supply store; department, furniture, home furnishings and small appliances; drugstore; electronics store; grocery store; hardware, paint, hobby, or handcraft store; indoor movie theater with six screens or fewer; interior decorating store (with incidental interior consulting); music/ video sales or rental; optical/auditory store (with incidental exam); pet shop; vintage or consignment shop; sporting goods store; and variety store. This definition does not include convenience stores.

Retail, Secondary

Art or antique shop, including art supplies and framing materials; book, stationery, card store, or newsstand; florist, flower or plant store; gift shop; restaurant, coffee shop, or delicatessen;

specialty food store, including bakery, fruit, vegetable, fish, or meat market. Restaurant: A retail business selling ready-to-eat food and/or beverages for on or off-premise consumption. Customers may be served from an ordering counter (i.e., cafeteria or limited-service restaurant); at their tables (full-service restaurant); and, at exclusively pedestrian-oriented facilities that serve from a walk-up ordering counter but do not include mobile food service (food trucks) or vending carts. This definition does not include convenience stores.

Ridgeline

The topmost point of a roof pitch, excluding chimneys, antennas or utility equipment.

Roof Line

The highest point of a flat roof or mansard roof, and the lowest point of a pitched roof, excluding any minor projections or ornamentation.

Rezoning

A change in the district assigned to a lot pursuant to a public hearing before the Board of Commissioners and a subsequent decision by the Board. (Also called a “Rezoning” or a “Map Amendment”.)

Right-of-Way (ROW)

An area owned or maintained by the City, County, the State of Tennessee, the federal government, a public utility, a railroad, or a private concern for the placement of such utilities and/or facilities for the passage of vehicles or pedestrians, including roads, streets, pedestrian walkways, utilities, or railroads.

Riparian Buffer

The area of natural or planted vegetation adjacent to a natural watercourse as measured landward from the normal pool elevation of impounded structures and from the bank of each side of streams, rivers, lakes, ponds, or wetlands which is intended to remain undisturbed.

Riverine

Relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

Roof Forms

The type, arrangement of ridges or parapet walls, or materials used on a roof.

Roof Line

The highest point of a flat roof or mansard roof and the lowest point of a pitched roof, excluding any cupolas, chimneys, or other minor projection.

Roof Sign

An attached sign wholly or partially dependent upon the roof of any building for support.

Routine Maintenance

The preventative or cyclical maintenance that is a part of the on-going care and upkeep of any building, structure, property, or improvement.

Rural Character

The development patterns, architecture, and arrangement of land uses such as agriculture and undeveloped lands found in sparsely settled areas.

Screening

A method of visually shielding or obscuring one abutting or nearby structure or use from another by fencing, walls, berms in certain instances, gates, parapets, penthouse enclosures, features of a building, or densely planted vegetation.

Seasonal Agricultural Sales

Temporary retail sales of fresh fruits, vegetables, flowers, herbs, or plants. Such use may also involve the accessory sales of other unprocessed foodstuffs, home-processed food products such as jams, jellies, pickles, sauces or baked goods, and homemade handicrafts.

Secondary Street

A street, by virtue of its use, location, absence of pre-existing pedestrian supportive qualities, or lack of prominence, that may be allowed to have some screened parking along the lot frontage.

Self-Storage Facilities

A building or group of buildings that contains equal or varying sizes of individual, compartmentalized, and controlled access stalls or lockers for the storage of residential or commercial customer's goods or wares.

Service Area

Maintenance areas, equipment areas, loading docks, loading berths, or similar spaces that serve the principal use or building.

Setback

A setback refers to the distance which a building is required to be set back from a lot line or from the nearest building or structure.

Severe Pruning

The pruning, cutting, or otherwise damaging of the natural form of a tree or shrub, whether existing or installed, such that a significant or noticeable portion of the crown system is removed (e.g., 25 percent of the crown removed from a tree, or the continued cutting/ trimming of trees previously pruned illegally, or pruning of trees that must grow naturally to meet the landscaping requirements), or if more than one-third of the overall circumference of a tree or shrub is exposed by pruning cuts.

Shared Parking

Parking spaces shared by two or more uses that are in proximity to one another and the parking area, and that have different operational characteristics such that utilization of the parking spaces by one use will not generally overlap with the utilization of the parking spaces by the other use(s).

Shed

A simple roofed accessory building that is typically used for storage, a shelter for animals, or a workshop.

Shoebox-Style Fixture

An exterior lighting device in the shape of a box that is typically mounted on a pole and constructed to direct illumination to a discrete area directly beneath the lighting fixture.

Short-Term Vacation Rental

A dwelling unit used, in its entirety, for transient occupancy, for which the City has issued to the owner a business license for such use, in accordance with the Municipal Code.

Showroom

A large room used for displaying a company's products for sale, such as vehicle models, appliances, furniture, plumbing or lighting fixtures. Showrooms typically have a small office component for sales.

Shrub

A woody plant, growing 18 inches to 15 feet in height at maturity, consisting of several small stems emerging from the ground or small branches near the ground. Shrubs may be deciduous or evergreen.

Side Façade

A side of a building that connects the front and rear façade. A side façade faces an internal lot line or a secondary street or secondary internal drive.

Side-Loaded Garage

A garage whose vehicular entrance faces a side lot line that is not along a side street.

Side Lot Line

The boundary line of a lot that intersects the front lot line, and the rear lot line, and any other side lot line.

Side Street

For a corner lot, the side street is the side that is fronted by a side facade of the building, rather than the front facade and main entrance.

Side Yard

The open area located between a side façade of a building or structure and the nearest boundary of a lot.

Sidewalk

A paved path for pedestrians.

Sight Distance Visibility

The area located at the intersection of two streets, whether public or private, or a street and private driveway or internal drive through which an unobstructed view of approaching traffic is necessary for motorists.

Sightline Analysis

A line-of-sight analysis that provides a simulation of the visibility of rooftop mechanical equipment from anywhere along the adjacent right-of-way from a pedestrian's viewpoint. This analysis includes elevation of the right-of-way, future grade, building height, and adjacent structures.

Sign

Any device, fixture, placard, or structure that uses color, form, graphic, illumination, symbol, or writing to advertise, announce, or identify a person or entity or to communicate information of any kind.

Sign Area

The sign area is the computed area of the background upon which lettering, insignia, or other devices are placed.

Sign Permit

A type of permit to ensure that signs are in compliance with this Ordinance.

Site

The spatial location of an actual or planned structure or set of structures. The term includes lots, building sites, and development sites.

Site Area

The total area of land contained within the property lines of a development project.

Site Landscape

Required vegetative material consisting of trees and shrubs that are placed on a development site to soften built edges and provide transitions.

Site Lighting

Exterior lights and light fixtures intended to illuminate on-site parking areas, access drives, and other areas.

Site Preparation

Excavating, grading, demolition, removing excess debris to allow for proper grading, or providing a surface for a proper foundation, drainage, and settling for a development project, and physical improvements including, but not limited to, water and sanitary sewer lines, footings, or foundations installed on the site for which construction permits are required.

Sleeping Room

A room or group of rooms forming a single habitable unit that is used, or intended to be used, for sleeping and living, but not for cooking or eating purposes, and that is leased individually as a unit within a bed and breakfast establishment or similar use.

Slope

The degree of deviation of surface from the horizontal, usually expressed in percent or a ratio.

Special Flood Hazard Area (or Areas of Special Flood Hazard)

The land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. The area may be designated as Zone A on the Flood Hazard Boundary Map. After detailed ratemaking has been completed in preparation for publication of the Floodplain Insurance Rate Map, Zone A usually is refined into Zones A, AO, AH, A1-30, AE, or A99.

Special Hazard Area

An area having special flood, mudslide (i.e., mudflow), or flood-related erosion hazards, and shown on a Flood Hazard Boundary Map or Floodplain Insurance Rate Map as Zone A, AO, A1-30, AE, A99, or AH.

Specimen Tree

Any canopy tree with a diameter of 24 inches or greater measured at diameter breast height (DBH).

Spire

A tall, pyramidal, polygonal, or conical structure rising from a tower, turret, or roof (usually of an institutional use) and terminating in a point.

Sports Courts/Sports Fields

A court or field for playing a sport.

Stacking

A portion of a site that is dedicated to the temporary storage or “standing” of vehicles engaged in drive-through use of the site or development. Parking or storage of vehicles is typically not permitted within the stacking/standing area.

Steep Slope

Any slope of 14 percent or greater.

Steeple

A tower that tapers to a point at the top typically used as a decorative feature on a building or as an area on or within a building to house church bells, clocks, antennas, or similar devices.

Stoop

A small staircase ending in a platform and leading to the entrance of the building, which is between three and six feet deep.

Storage Building

A building used for the storage or warehousing of goods, but not including temporary storage containers such as portable on-demand units or tractor trailers used for storage.

Stormwater Management Feature

Any device, facility, or infrastructure that serves to collect, convey, temporarily detain, permanently retain, infiltrate, treat, or otherwise manage stormwater.

Story

A habitable level of a building, excluding attics and basements.

Streamers

A series of long, narrow banners, flags, or pennants attached to a cord.

Street

An existing or planned public or private right-of-way that is designed, dedicated, or used principally for vehicular and pedestrian circulation, which provides access for abutting properties.

Streetlights

Exterior lights and light fixtures intended to illuminate public and private street and other rights-of-way.

Street Network

A system of higher and lower-order streets that are generally arranged in a pattern where most streets and internal drives are connected and dead-end streets are minimized.

Street Stub

A nonpermanent, dead-end street intended to be extended in conjunction with development on adjacent property.

Street Tree

A canopy tree planted or existing within the planting strip or along either side of a public or private street or internal drive.

String Lights

Small white electric lights spaced evenly along a cable and used for decoration and/or low-level lighting.

Structure

Anything constructed or erected requiring more or less permanent location on the ground or attachment to something having permanent location on the ground, excluding wheels.

Substantial Damage

Damage of any origin sustained by a structure, whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. The market value is the assessed value of the structure per the Rutherford County Property Assessor, plus an additional 15 percent of that assessed value. In calculating the substantial damage, construction improvement costs are tracked cumulatively over ten years.

Teardown

The act or process of disassembling, demolishing, or destroying a building or structure.

Telecommunication Towers and Antennas

A free-standing structure or any structure to be attached to a building or other structure, that is used for telecommunications.

Temporary Field Office

A temporary nonresidential use employed as a temporary working space while an existing principal use is rebuilt, altered, expanded, or renovated.

Temporary Holiday Storage in a Shipping Container

A shipping container used for holiday storage that serves an existing principal use.

Temporary Housing

A temporary residential use employed as a temporary living space while an existing dwelling is rebuilt, altered, expanded, or renovated on a site where a previous dwelling was destroyed or rendered uninhabitable.

Temporary Place of Business

An approved structure intended to provide a temporary place of business on a site where the previous place of business was destroyed or deemed unsafe for human occupancy by natural disaster or hazard.

Temporary Storage in a Shipping Container

A storage shipping container that serves an existing principal use.

Temporary Structures for Institutional Uses

Modular classrooms or portable buildings serving institutional uses.

Tenant Space

The portion of a building being occupied or leased for the purchase or use of goods and services.

Ten-Year Flood Zone

The area which has a minimum statistical probability of one in ten of being flooded in any given year.

Tent

A temporary portable structure typically composed of fabric or plastic stretched over poles or other support structure intended to provide habitable space on a short-term basis.

Text Amendment

A change in the wording or substance of this Ordinance.

Theater

A structure used for dramatic, operatic, motion pictures, or other performance.

Thoroughfare

Any street on the adopted thoroughfare plan or any street which is an extension of any street on the thoroughfare plan and which extends into the area not covered by the thoroughfare plan.

Thoroughfare Plan or Transportation Plan

The most recent map adopted by the Planning Commission indicates the system of roads expected to serve major access and travel needs with regard to auto, truck, and transit transportation.

Three-Dimensional Model

Three-dimensional imagery of proposed buildings and the surrounding buildings to better understand how the proposed building will impact the nearby built and natural environment. The three-dimensional model shall include height, massing, scale, and setbacks.

Tower

Any structure that is designed and constructed primarily for the purpose of supporting one or more antennas for radio, telephone, and similar communications purposes, including self-supporting guyed towers, lattice towers, or monopole towers. The term includes cellular telephone towers, common-carrier towers, microwave towers, radio and television transmission towers, and the like. This term includes any alternative tower structures, such as man-made trees, bell steeples, clock towers, light poles and similarly designed mounting structures that camouflage or conceal the presence of antennas or towers. The term includes the structure and any support thereto.

Townhouse (Use Type)

A type of residential use where the dwelling units are joined side-by-side and separated by shared walls. They have independent access to the exterior and generally have small yards.

Traditional Neighborhood

A traditional neighborhood incorporates design principles that produce mixed-use, pedestrian-scaled communities. The following conventions are generally employed in the design of traditional neighborhoods.

- A. The neighborhood is limited in area to that which can be traversed in a 10-to-15- minute walk.
- B. Residences, shops, workplaces, and civic buildings are in proximity.
- C. A well-defined and detailed system of interconnected streets serve the needs of the pedestrian, bicyclists, and the car equally, providing multiple routes to all parts of the neighborhood.
- D. Physically defined open spaces in the form of plazas, squares, and parks, in addition to finely detailed public streets, provide places for formal and informal social activity and recreation.
- E. Private buildings form a clear edge, delineating the private from the public realm.
- F. Civic buildings reinforce the identity of the neighborhood, providing places of assembly for social, cultural, and religious activities.
- G. Traditional Neighborhoods pursue certain objectives through their design, including:
 - (1) Independence of movement for the elderly and young by bringing many activities of daily living within walking distance.
 - (2) Reduced traffic congestion and road construction costs by reducing number and length of car trips.
 - (3) Use or preparation for future use of alternative forms of transportation by organizing appropriate building densities.
 - (4) Improved security of public spaces organized to stimulate informal surveillance by residents and business operators.
 - (5) Enhanced sense of community and improved security through provision of a range of housing types and workplaces in proximity to one another.
 - (6) Accessible places for public assembly and civic engagement by identification of suitable sites for civic buildings.

Traffic Calming Measure

A natural or constructed feature located within or adjacent to a street that is designed to reduce motorist speed and/or vehicle volumes, while at the same time increasing safety for pedestrians and non-motorized vehicles.

Traffic Impact Study

An analysis of the effect of traffic generated by a proposed development or redevelopment on street capacity, operations, and public safety.

Trail

An access way, whether paved or unpaved, that is intended to serve multiple modes of travel including walking, jogging, bicycling, or other forms of non-motorized transport.

Transitional Features

Architectural elements or site aspects that provide a compatible transition between land uses, subdivisions, sites, lots, or structures throughout the City.

Transportation and Street Technical Standards

The transportation design requirements that present a comprehensive approach to designing new and modified streets within the City.

Travel Lane

Portions of a public or private street, internal drive, or drive aisle intended solely for the movement of vehicles, not parking or standing.

Tree, Canopy

Any large maturing tree which at maturity provides a crown width sufficient to shade a minimum of 1,200 square feet.

Tree Pit

Pervious areas within a sidewalk, plaza, or other impervious surface that have been designated for the growth of street tree roots. Tree pits may or may not be covered by a grate or other protective device.

Tree Removal Permit

A type of permit to remove a tree not associated with an approved building permit, grading permit, site plan, preliminary plat, final plat, or stormwater management permit.

Tree Save Area

The portion of a development site or lot located under existing tree canopy that is to be retained during the development process.

Tree, Specimen

A tree or group of trees considered to be an important community asset due to its unique or noteworthy characteristics or values. A tree may be considered a specimen tree based on its size, age, rarity or special historical or ecological significance as determined by the Arborist. Examples include large hardwoods (e.g., oaks, poplars, maples, etc.) and softwoods (e.g., pine species) in good or better condition with a DBH of 24" or greater, and smaller understory trees (e.g., dogwoods, redbuds, sourwoods, persimmons, etc.) in good or better condition with a DBH of 10" or greater.

Tree, Street

A tree planted along the street within the right-of-way except along the park side of the parkway, a rural road, or alley.

Tree Topping

Removal of entire branches, leaves, and/or trunk from the top of a tree.

Trim Color

A color used on the trim of a building.

Understory Tree

A small to medium-sized tree, growing 15 to 40 feet at maturity and often used for aesthetic purposes.

Uniformity Ratio

A measurement of the relative difference in illumination values, at ground level, between differing exterior lighting sources on a single parcel of land.

Use Classification

A designation of the use of land in one of six basic classifications, including agricultural, residential, institutional, commercial, or industrial.

Utilities

A supply of gas, electricity, water, cable, fiber optic, or telephone service to homes, businesses, and development.

Variance

Relief granted from certain provisions of this Ordinance.

Vehicle

A car, truck, or motorcycle, but excluding recreational equipment.

Vehicle Rental/Leasing/Sales

Establishments which may have showrooms or open lots for selling, renting, or leasing vehicles. May include car dealers for automobiles and light trucks, mobile homes, motorcycles, ATVs, or boat and marine craft dealers. This definition shall also include taxi and limousine services or other uses that include the storage/display of automobiles as a primary characteristic of the use.

Vehicle Repair Facilities

An establishment engaged in major repair and maintenance services for automotive vehicles, such as passenger cars, trucks, vans, and trailer bodies and interiors. Services are typically non-routine and include auto body work, collision repair, replacement of major parts, painting, or customization.

Vehicle Service Facilities

An establishment providing a range of minor, routine maintenance services for automotive vehicles. These services are performed indoors and include oil changes, lubrication, fluid replacement, tire rotation and sales, and other quick service activities.

Vehicle Wash Facilities

An area or structure equipped with automatic or self-service facilities for washing automotive vehicles.

Vested Right

The right to undertake and/or complete a development and use of property under the terms and conditions of a local government-approved plan.

Veterinary Clinic

A use or structure intended or used primarily for the testing and treatment of the physical disorders of animals; not principally used for the overnight boarding or grooming of wild animals; not permitting outdoor cages, pens, or runs for the confinement of animals unless expressly permitted in the district; and not used for the training of animals.

Viewshed

The sphere of locations and/or objects visible from one or more specified points or lines. Viewshed analysis involves identification of important landscape and site features, including spaces of cultural or historic value, both within and external to the site. Analysis entails study of specific points within a defined topographical context, and how key features of the existing landscape are impacted by proposed development. It reflects both digital and site-collected data, as available.

Vines

A woody plant that has a spreading pattern of growth. Vines may be used on the ground, on walls, and on trellises.

Vocational School

A use, whether privately owned or publicly owned, that trains persons in specific trades or occupations such as mechanics, computers, or similar skills.

Wall Offset

Projections or recess in the facade of a building for the purposes of screening mechanical or utility equipment.

Water Surface Elevation

The height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, (or other datum, where specified) of floods of various magnitudes and frequencies in the floodplains of riverine areas.

Watercourse

A channel, natural depression, slough, gulch, stream, creek, pond, reservoir, or lake in which stormwater runoff and flood water flows either regularly or infrequently and includes major drainage ways for carrying urban stormwater runoff.

Wetland

Areas that are inundated and saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances support a prevalence of vegetation typically adapted for life in saturated soil conditions, including swamps, marshes, bogs, and similar areas.

Wheel Stop

Precast concrete or other manufactured ground-mounted device located at the head of a parking space that is intended to prevent the wheels of a vehicle from moving beyond the stop.

Wholesale Sales

An establishment primarily engaged in selling merchandise to retail, industrial, commercial, institutional, or professional business users or to other wholesalers, but not to the public at large.

Wildlife Habitat

Areas where animals live and where ecologically supportive environments provide animals the necessities of life, food, water, cover, and places to raise young.

Window

An opening in the wall of a building that is fitted with glass or other transparent material in a frame to admit light or air and allow people to see out.

Wing Wall

A smaller wall attached or next to a larger wall or structure.

Wrecker Service

A service for towing wrecked or disabled vehicles or freeing vehicles stalled in snow or mud.

Yard

An open area that lies between a building or structure and the nearest property line and which is unoccupied and unobstructed from the ground upward except as permitted in this Ordinance.

Zoning District

Areas of land divided into zones within which various uses are permitted and standards are applicable. This term may be referred to as a “district”.

Zoning Map

The official map upon which the boundaries of various zoning districts are drawn and which is an integral part of this Ordinance. The zoning map may be found on the City website.

Chapter 3 - Non-Conformities

3.1 General Provisions

3.1.1 Purpose & Applicability

The purpose of this chapter is to regulate and limit the continued existence of uses and structures established prior to the effective date of this ordinance (or any amendment subsequent thereto) that do not conform to this ordinance. Many nonconformities may continue, but the provisions of this section are designed to curtail substantial investment in nonconformities and to bring about their eventual elimination and/or lessen their impact upon surrounding conforming uses in order to preserve the integrity of the city in accordance with the intent of this ordinance.

Any principal or accessory use, structure, lot of record, sign, or tower that was lawfully established before the effective date of this Ordinance and no longer complies with this Ordinance is considered nonconforming. Nonconformities shall be allowed to continue pursuant to this Chapter.

3.1.2 Determination of Nonconformity Status

The burden of establishing that a nonconformity lawfully exists shall be on the owner of the property on which the purported nonconformity is located.

3.2 Nonconforming Uses

3.2.1 Change of Use

- A. A nonconforming use shall not be changed to or replaced with another use unless that use conforms to the requirements of this Ordinance.
- B. A change in occupancy or ownership shall not, by itself, constitute a change of use.
- C. If the use is changed to, or replaced by a conforming use, it shall lose its nonconforming status.

3.2.2 Discontinuance or Abandonment of a Nonconforming Use

- A. When a nonconforming use is discontinued or abandoned for a period of 30 months, as specified by T.C.A. § 13-7-208, the use shall not thereafter be re-established or resumed. Any subsequent use or occupancy of such property or structure shall comply with the regulations of the zoning district in which such land or structure is located.
- B. Operation only of an accessory use to the principal nonconforming use during the 30-month period shall not constitute continuation of the principal nonconforming use.

3.2.3 Expansion of a Nonconforming Use

Nonconforming uses may be expanded, provided the following is met:

- A. The nonconforming use shall not be enlarged, expanded, or altered in a way that increases the degree of nonconformity. Any proposed expansion must conform to all other applicable standards of this Ordinance. For example:

- (1) The expansion of a nonconforming use cannot include any additional uses not permitted by the applicable zoning district; and
- (2) A duplex use in a single-family residential district is not permitted to add any additional dwelling units, inclusive of accessory dwellings.
- B. The type, size, and intensity of the proposed expansion, including such considerations as the size of the site, the location of the nonconforming use upon it, the hours of operation, the amount of noise generated, and the number of people who are likely to patronize the use will be adequate with respect to minimizing any negative impacts on adjoining lots and avoiding nuisances to adjacent landowners; and
- C. The nonconforming use shall not be expanded through the acquisition of additional land beyond that in use by the nonconformity on the effective date of this Ordinance.

3.3 Nonconforming Structures

3.3.1 Applicability

This Section shall apply to nonconforming structures, other than signs and towers.

3.3.2 Repair and Maintenance of a Nonconforming Structure

Routine maintenance, stabilization, or restoration to a safe condition of any part of a nonconforming structure is permitted in accordance with this Chapter.

3.3.3 Expansion of a Nonconforming Structure

A nonconforming structure may be expanded, provided the following is met:

- A. The nonconforming structure shall not be enlarged, expanded, or altered in a way that increases the degree of nonconformity. Any proposed expansion must conform to all other applicable standards of this Ordinance. For example:
 - (1) For a building that is located five feet from a side lot line, where this Ordinance requires a ten-foot minimum side yard setback, any building addition or increase in building height must comply with the ten-foot setback; and
 - (2) For a building that is entirely within a required front yard setback, any building addition must occur only to the rear of the building.
- B. The type, size, and intensity of the proposed expansion, such as the size of the site and the location of the nonconforming structure upon it, will be adequate with respect to minimizing any negative impacts on adjoining lots and avoiding nuisances to adjacent landowners; and
- C. The nonconforming structure shall not be expanded through the acquisition of additional land beyond that in use by the nonconformity on the effective date of this Ordinance.

3.3.4 Reconstruction of a New Structure

An existing nonconforming structure, other than for a multifamily residential or manufactured home park use, may be torn down and a new structure of a building type permitted in the applicable zoning district may be reconstructed, provided the following is met:

- A. There is a reasonable amount of space on the property so as to avoid nuisances to adjacent landowners. Any reconstruction or redevelopment must conform to all other applicable standards of this Ordinance; and
- B. The type, size, and intensity of the proposed reconstruction, such as the size of the site and the location of the nonconformity upon it, will be adequate with respect to minimizing any negative impacts on adjoining lots.

3.3.5 Multifamily Residential

New structures for a nonconforming multifamily residential use may be reconstructed only in the event of damage, whether partial or complete, by involuntary fire or wind damage or other natural disaster, pursuant to T.C.A. § 13-7-208.

3.3.6 Manufactured Home Parks

Within a legally established mobile home park, an existing manufactured home or mobile home (both definitions found at T.C.A. 68-126-202) may be replaced by another manufactured home on a one-per-one basis pursuant to T.C.A. 68-126-403.

3.4 Nonconforming Lots

3.4.1 Nonconforming Platted Lots

A lot in a subdivision that was legally created by final plat and recorded prior to the effective date of this Ordinance that does not meet the dimensional standards of the applicable zoning district:

- A. May be developed with the uses permitted in the applicable zoning district; and
- B. Shall retain the approved dimensional standards and minimum required open space.

3.4.2 Nonconforming Lots of Record

A lot that was legally created by deed or other legal mechanism before it was in the City or prior to the City and County initial adoption of the Subdivision Regulations that does not meet the dimensional standards of the applicable zoning district:

- A. May be developed with the uses permitted in the applicable zoning district;
- B. Shall comply with the dimensional standards of the applicable zoning district as closely as possible; and
- C. Must conform to all other applicable provisions of this Ordinance.

Chapter 4 – Planning Areas

4.1 General

4.1.1. Planning Areas

In order to implement the purpose and intent of the Planning Ordinance, planning areas are established in this section.

Planning areas are different from conventional zoning districts in that they are defined not by land use but by geographical areas related to the historical and topographical patterns of growth in the community and the Comprehensive Plan. Therefore, we have replaced the conventional terminology of “Zoning District” with “Planning Areas.” These planning areas have the same legal authority as zoning districts.

There are detailed provisions, uses, and standards for the design of the built environment within each respective planning area, including dimensional standards, permitted building types, height, parking, lighting, signage, permitted uses, and other development standards.

There are hereby established the following planning areas:

- Agricultural District – AG
- Estate Residential District – ER
- Single Family Residential Neighborhood Area – R1
- Mixed Residential Neighborhood Area – R2
- Mixed Use Residential Area – R3
- Mobile Home Residential District – R4
- Neighborhood Commercial District – NCD
- Gateway District – GD
- Central Commercial District – CC
- Downtown District – DD
- Civic and Institutional District – CI
- Innovation District – LI
- Interchange District – HI
- Planned Residential District – PDR

4.1.2 Overlay Districts

An overlay district is a separate set of regulations applicable only to a specific geographic area for the purpose of managing certain environmentally sensitive, culturally/ historically significant, and/or visually important community resources. An overlay district may grant additional uses, restrict permitted uses, or impose development requirements differing from those in the underlying planning area. The underlying planning areas and overlay districts together will control development. These districts are located in Chapter 12 - Special Districts.

4.1.3 Permitted Uses

Permitted uses are those activities which are allowed or allowed with additional requirements in each planning area. Permitted uses are listed in the Use Table in the respective planning area section. Additional requirements are listed in Section 5.2.

All uses in the Use Table have been divided into categories, defined as follows:

- A. Residential.
Residential uses are premises available for long-term human habitation by means of ownership and rental, excluding short-term leasing or rental of less than one month.
- B. Commercial / Office / Retail.
Commercial, office, and retail uses are premises available for the transaction of general business and the provision of services, retail sales and commercial sale of merchandise, prepared foods, and food and drink consumption, but excluding manufacturing, except as a minor component.
- C. Civic / Educational / Institutional.
Civic, educational and institutional uses are premises available for organizations dedicated to education, religion, government, social service, arts and culture, recreation and sports, and other similar areas of public assembly.
- D. Industrial / Wholesale / Storage.
Industrial, wholesale, and storage uses are premises available for the creation, assemblage, storage, repair, and wholesale selling of items including their storage and wholesale of product.
- E. Agriculture.
Agricultural uses are premises for growing crops, raising animals, harvesting timber, and harvesting fish and other animals from a farm, ranch, or their natural habitat and all related functions.
- F. Infrastructure.
Infrastructure are uses and structures dedicated to transportation, communication, and utilities essential to the public safety and welfare.
- G. Accessory Uses.
An accessory use is a use that is clearly and customarily subordinate to a principal use or principal structure. An accessory use is smaller in area, extent, or purpose to the principal use or principal structure served.
- H. Park & Open Space Uses.
Parks and open spaces are permitted in all Planning Areas. Park types and open space must conform to the requirements listed in Chapter 7.

Whether or not a use is permitted in a specific planning area is determined by the Use Table associated with the respective planning area. The use allowances in the Use Table shall be interpreted as: P = Permitted; or AR = Permitted with Additional Requirements.

Uses not listed in the Use Table may, upon determination of the Planning Director, be identified with the next-closest use or identified as a conditional use.

In the event that a particular use is not listed in the Use Table or in the list of prohibited uses, and such use is not otherwise prohibited by law, the Planning Director shall determine whether a materially similar use exists in this section. Should the Planning Director determine that a materially similar use does exist, the regulations governing that use shall apply to the particular use not listed and the Planning Director's decision shall be recorded in writing. Should the Planning Director determine that a materially similar use does not exist, this section may be amended to establish a specific listing for the use in question. Any use not otherwise listed within the La Vergne Zoning Ordinance shall be permitted in the Interchange District H-I.

Materially Similar Uses: The Planning Director may determine that a use is materially similar if a permitted use is similarly classified by one or more of the following use classification systems:

- American Planning Association Land-Based Classification Standards (LBCS)
- North American Industrial Classification System (NAICS)
- Institute of Transportation Engineers (ITE) Trip Generation Guide

4.1.4 Building Types

Building types are used as a regulatory mechanism in this planning ordinance. Not all building types are permitted in all planning areas. Additional design standards and additional requirements for each building type are in Chapter 6, Design Standards.

Whether or not a building type is permitted or required in a specific planning area is determined by the Building Type Table associated with the respective planning area. The building type allowances in the Building Type Table shall be interpreted as: P = Permitted; R = Required with approval of the Design Review Board.

Building types not listed in the Building Type Table are presumed to be prohibited. There are hereby established the following building types:

A. Detached House (Single-Family).

Detached houses are the most predominant residential building type in La Vergne. Detached houses are suitable for single-family residences. They are appropriate on a wide variety of lot sizes.

B. Townhouse.

Townhouses are residential buildings with three or more dwelling units that share a common wall. Each unit has its own entrance and is a minimum of two stories. Units are typically aligned close to the public sidewalk, although sometimes there are small variations in setback to provide landscaping or diversity in the streetscape.

- C. Attached House (Duplex, Triplex, Quadplex).
Attached houses have the outward appearance of detached houses but accommodate two, three or four completely separate dwelling units within one building. They are appropriate on a wide variety of lot sizes.
- D. Multi-Family (Apartments, Condominiums, Flats).
Multi-family buildings incorporate more than four dwelling units in a vertical arrangement within one building. Common entrances and interior corridors serve multiple units. These buildings are a minimum of two stories with parking typically located behind the buildings or underground.
- E. Mixed Village Housing (Village Walkup, Village Courtyard).
Mixed Village housing includes well-scaled buildings designed to fit within the context of surrounding residential or mixed-use neighborhoods. These buildings are a minimum of two stories, include a minimum of four to a maximum of eighteen units, feature individual or shared entrances, and provide walkable access to nearby destinations for multiple tenants. Examples of Mixed Village buildings include walkup and courtyard dwellings.
- F. Live / Work.
Live / work buildings are designed to combine commercial and residential uses within a single building of two or more stories. They are similar to a townhouse, with a storefront on the ground floor and a residential unit above. Storefront space may be a home- based business or may be leased independently; however, different TN State Building Code regulations apply in each case.
- G. Institutional.
Institutional buildings are used for public or semi-public purposes. These buildings must be designed appropriately to fit within neighborhoods as integral parts of the community. Their uses may include churches, libraries, post offices, and schools. Institutional buildings serve as landmarks and places of assembly. They have a sense of prominence within their respective neighborhoods.
- H. Workplace.
The workplace building is designed to accommodate either single or multiple uses or tenants with a wide range of internal activities in a single building.
- I. Storefront.
A storefront building is designed to accommodate either single or multiple uses or tenants in a single building. A group of storefront buildings can be combined to form a mixed-use center. For example, individual storefront buildings can provide commercial uses with residential, or office uses on the upper floors. They are a minimum of two stories, typically are aligned adjacent to the public sidewalk, and include a high percentage of transparency in the ground-level façade to encourage pedestrian activity.

J. Commercial.

A commercial building is designed to accommodate either single or multiple- use tenants within a single building. A group of commercial buildings can be combined to form a commercial center. Commercial Buildings typically provide landscaped areas and parking areas.

K. Industrial Buildings.

Industrial Buildings include metal buildings, warehouses, distilleries and other industrial use buildings and accessory buildings for storage.

L. Agricultural Buildings.

Agricultural buildings include barns, sheds, farm stands, greenhouses, silos, and other structures with the primary purpose of housing animals, crops, or plants.

M. Accessory Structure.

An accessory structure is an above-ground structure that is clearly and customarily subordinate to a principal use or principal structure. An accessory structure is smaller in area, extent, or purpose to the principal use or principal structure served.

4.1.5 Development Standards

The purpose of development standards is to establish criteria for the development, redevelopment, construction, reconstruction, use, reuse, or subdivision of land within the La Vergne planning jurisdiction. These standards serve as the foundation to development but are not to be considered all-inclusive. Minor variations from the development standards established in this ordinance may be approved by the Planning Director based on environmental conditions of the site.

4.2 Planning Districts

4.2.1 Agricultural District – AG

A. Description

The Agriculture Planning District places a high priority on the preservation of active farmland, open space, and the rural landscape. Development should be limited to clustered, residential neighborhoods with emphasis on protection of natural features and environmentally sensitive areas. The extension of sewer infrastructure and the construction of new roads must be carefully planned to preserve the rural character.

B. Permitted Uses

The following table establishes the permitted uses for the District. For uses not listed in the table, please see 4.1.3. Additional Requirements are set out in Chapter V, Development Standards.

Table 4.2.1 (1): Agriculture District Use Table

(P = Permitted; or AR = Permitted with Additional Requirements)

Residential Uses	
• Bed & Breakfast	AR
• Mobile Home	AR
• Single Family Residential	P
Commercial/Office/Retail Uses	
• Event Venues	AR
• Home Occupation	AR
• Indoor/Outdoor Animal Services	P
• Indoor Animal Services	P
• Outdoor Sales	AR
• Outdoor Storage	AR
• Short-Term Vacation Rentals	P
Civic/Education/Institutional Uses	
• Cemeteries	P
• Charitable, Fraternal or Social Organizations	AR
• Places of Public Assembly	AR
Agricultural Uses	
• Agricultural Structures	P
• Community Gardens	P
• Greenhouses	P
• Horse Farms	P
• Kennel-Commercial	P
Infrastructure Uses	
• Essential Services	P
• Mailbox Delivery Facilities	P
• Recycling Drop-off Center	AR
• Refuse Area	AR
Accessory Uses	
• Accessory Structures	P
• Minor Accessory Structures	P
• Sheds	P
Parks and Open Space Uses	
• Active Recreation	P
• Campgrounds	P
• Golf Course	P
• Green Space	P
• Greenway	P
• Neighborhood Amenities	P
• Open Space	P
• Outdoor Recreation Facility	P

• Passive Parks	P
• Playground	P
• Plaza	P
• Sports Courts / Sports Fields	P
• Trails	P

C. Permitted Building Types

The following Table establishes the permitted building types for the District. Building Types not listed in the Building Type Table are presumed to be prohibited.

Table 4.2.1 (2) - Agriculture District Building Type Table

(P = Permitted; R = Required with approval of the Design Review Board)

Building Types	Allowance	Design Review	Height	
			Minimum	Maximum
Detached House	P		1 Story	3 Stories
Institutional		R	2 Stories	3 Stories
Agricultural Buildings	P		1 Story	3 Stories
Accessory Structure	P		1 Story	2 Stories

D. Site Design Standards

The following Table establishes the minimum and maximum setbacks for buildings on lots within this district.

Table 4.2.1 (3) - Agriculture District Site Design Standards

Building Types	Front Setback		Side Setback		Rear Setback	
	Min.	Max.	Min	Max.	Min.	Max.
Detached House	40 ft	n/a	15 ft	n/a	30 ft	n/a
Institutional	40 ft	n/a	15 ft	n/a	30 ft	n/a
Agricultural Buildings	25 ft	n/a	10 ft	n/a	10 ft	n/a
Accessory Structure	25 ft	n/a	10 ft	n/a	10 ft	n/a

E. Development Standards

The following Table establishes the development standards within the district for open space and lot size.

Table 4.2.1 (4) Agriculture District Development Standards

	<u>Required % of Development</u>
	Minimum
Open Space Requirement	40%
Lot Size	2 acres

4.2.2 Estate Residential District - ER

A. Description

The Estate Residential District is intended to provide for single-family residential on estate-sized lots and for preservation of rural character. Development in this planning area is low-density residential consisting primarily of single-family homes.

Transportation systems, with an emphasis on greenways and bicycle or multi-use paths, should be evaluated to improve connectivity without jeopardizing sensitive natural features or viewsheds.

B. Permitted Uses

The following table establishes the permitted uses for the District. For uses not listed in the table, please see 4.1.3. Additional Requirements are set out in Chapter V, Development Standards.

Table 4.2.2 (1): Estate Residential Use Table

(P = Permitted; or AR = Permitted with Additional Requirements)

Residential Uses	
• Single Family Residential	P
Commercial/Office/Retail Uses	
• Home Occupation	AR
• Short-Term Vacation Rentals	AR
Civic/Education/Institutional Uses	
• Cemeteries	P
• Charitable, Fraternal or Social Organizations	AR
• Places of Public Assembly	AR
Agricultural Uses	
• Agricultural Structure	AR
• Community Garden	P
• Greenhouse	AR
• Horse Farm	AR
Infrastructure Uses	
• Essential Services	P
• Mailbox Delivery Facilities	P
Accessory Uses	
• Accessory Structures	P
• Minor Accessory Structures	P
• Sheds	P
Parks and Open Space Uses	
• Active Recreation	AR
• Golf Course	P

• Green Space	P
• Greenway	AR
• Neighborhood Amenities	P
• Open Space	P
• Outdoor Recreation Facility	AR
• Passive Parks	P
• Playground	P
• Plaza	P
• Sports Courts / Sports Fields	AR
• Trails	AR

C. Permitted Building Types

The following Table establishes the permitted building types for District. Building Types not listed in the Building Type Table are presumed to be prohibited.

Table 4.2.2 (2) - Estate Residential District Building Type Table

(P = Permitted; R = Required with approval of the Design Review Board)

Building Types	Allowance	Design Review	Height	
			Minimum	Maximum
Detached House	P		1 Story	3 Stories
Institutional		R	2 Stories	3 Stories
Agricultural Buildings		R	1 Story	3 Stories
Accessory Structure	P		1 Story	2 Stories

D. Site Design Standards

The following Table establishes the minimum and maximum setbacks for buildings on lots within this district.

Table 4.2.2 (3) - Estate Residential District Site Design Standards

Building Types	Front Setback		Side Setback		Rear Setback	
	Min.	Max.	Min	Max.	Min.	Max.
Detached House	40 ft	n/a	15 ft	n/a	30 ft	n/a
Institutional	40 ft	n/a	15 ft	n/a	30 ft	n/a
Agricultural Buildings	40 ft	n/a	10 ft	n/a	10 ft	n/a
Accessory Structure	40 ft	n/a	10 ft	n/a	10 ft	n/a

E. Development Standards

The following Table establishes the development standards within the district for open space and lot size.

Table 4.2.2 (4) Estate Residential District Development Standards

	<u>Required % of Development</u> Minimum
Open Space Requirement	40%
Lot Size	43,560 sq. ft.

4.2.3 Single Family Residential Neighborhood Area – R1**A. Description**

The Single-Family Residential Neighborhood Area is established to transition between La Vergne’s urban areas and its rural periphery. Development in this planning area is low-density residential consisting primarily of single-family homes. Transportation systems, with an emphasis on greenways and bicycle or multi-use paths, should be evaluated to improve connectivity without jeopardizing sensitive natural features or viewsheds.

B. Permitted Uses

The following table establishes the permitted uses for this District. For uses not listed in the table, please see 4.1.3. Additional Requirements are set out in Chapter V, Development Standards.

Table 4.2.3 (1) Single Family Residential Neighborhood District Use Table

(P = Permitted; or AR = Permitted with Additional Requirements)

Residential Uses	
• Single Family Residential	P
Commercial/Office/Retail Uses	
• Home Occupation	AR
• Short-Term Vacation Rentals	AR
Civic/Education/Institutional Uses	
• Churches	AR
• Cemeteries	P
• Places of Public Assembly	AR
Agricultural Uses	
• Agricultural Structures	AR
• Community Gardens	P
• Greenhouses	AR
Infrastructure Uses	
• Essential Services	P
• Mailbox Delivery Facilities	P
Accessory Uses	
• Accessory Structures	AR
• Minor Accessory Structures	P
• Sheds	AR
Parks and Open Space Uses	

• Active Recreation	AR
• Golf Course	AR
• Green Space	P
• Greenway	AR
• Neighborhood Amenities	P
• Open Space	P
• Outdoor Recreation Facility	AR
• Passive Parks	P
• Playground	P
• Plaza	P
• Sports Courts / Sports Fields	AR
• Trails	AR

C. Permitted Building Types

The following Table establishes the permitted building types for this District. Building Types not listed in the Building Type Table are presumed to be prohibited.

Table 4.2.3 (2) - Single Family Residential Neighborhood District Building Type Table

(P = Permitted; R = Required with approval of the Design Review Board)

Building Types	Allowance	Design Review	Height	
			Minimum	Maximum
Detached House	P		1 Story	3 Stories
Townhouse		R	1 Story	2 Stories
Attached House		R	1 Story	2 Stories
Institutional		R	2 Stories	3 Stories
Accessory Structure	P		1 Story	2 Stories

D. Site Design Standards

The following Table establishes the minimum and maximum setbacks for buildings on lots within this district.

Table 4.2.3 (3) - Single Family Residential Neighborhood District Site Design Standards

Building Types	Front Setback		Side Setback		Rear Setback	
	Min.	Max.	Min	Max.	Min.	Max.
Detached House	40 ft	n/a	15 ft	n/a	25 ft	n/a
Townhouse	40 ft	n/a	15 ft	n/a	25 ft	n/a
Attached House	40 ft	n/a	15 ft	n/a	25 ft	n/a
Institutional	50 ft	n/a	30 ft	n/a	30 ft	n/a
Accessory Structure	20 ft	n/a	15 ft	n/a	20 ft	n/a

E. Development Standards

The following Table establishes the development standards within the district for open space and lot size.

Table 4.2.3 (4) Single Family Residential Neighborhood District Development Standards

	<u>Required % of Development</u> Minimum
Open Space Requirement	30%
Lot Size	15,000 sq. ft.

4.2.4 Mixed Residential Neighborhood Area – R2**A. Description**

The Mixed Residential Neighborhood Area is established to accommodate medium-density development with a variety of housing types within cohesive neighborhoods in close walking or biking proximity to La Vergne’s planned mixed-use nodes and employment centers. These neighborhoods should be designed at a pedestrian scale with parks and other public amenities as gathering places.

B. Permitted Uses

The following table establishes the permitted uses for this District. For uses not listed in the table, please see 4.1.3. Additional Requirements are set out in Chapter V, Development Standards.

Table 4.2.4 (1) Mixed Residential Neighborhood District Use Table

(P = Permitted; or AR = Permitted with Additional Requirements)

Residential Uses	
• Bed and Breakfast Establishment	AR
• Duplexes	P
• Multi-Family Residential	AR
• Multiplexes	AR
• Single Family Residential	P
• Townhouses	AR
Commercial/Office/Retail Uses	
• Home Occupation	AR
• Short-Term Vacation Rentals	AR
Civic/Education/Institutional Uses	
• Churches	AR
• Cemeteries	P
• Charitable, Fraternal or Social Organizations	AR
• Civic Building	AR
• Independent Living Facility	AR
• Places of Public Assembly	AR
Agricultural Uses	
• Community Gardens	P
Infrastructure Uses	

• Educational Services	AR
• Essential Services	P
• Mailbox Delivery Facilities	P
Accessory Uses	
• Accessory Structures	P
• Minor Accessory Structures	P
• Sheds	AR
Parks and Open Space Uses	
• Active Recreation	AR
• Golf Course	AR
• Green Space	P
• Greenway	P
• Neighborhood Amenities	P
• Open Space	P
• Outdoor Recreation Facility	AR
• Passive Parks	P
• Playground	P
• Plaza	P
• Sports Courts / Sports Fields	AR
• Trails	P

C. Permitted Building Types

The following Table establishes the permitted building types for this District. Building Types not listed in the Building Type Table are presumed to be prohibited.

Table 4.2.4 (2) - Mixed Residential Neighborhood Area Building Type Table

(P = Permitted; R = Required with approval of the Design Review Board)

Building Types	Allowance	Design Review	Height	
			Minimum	Maximum
Detached House	P		1 Story	3 Stories
Townhouse		R	1 Story	2 Stories
Attached House	P		1 Story	2 Stories
Multi-Family		R	2 Stories	4 Stories
Mixed Village Housing		R	1 Story	4 Stories
Live/Work		R	2 Stories	4 Stories
Workplace		R	2 Stories	3 Stories
Storefront		R	2 Stories	3 Stories
Institutional		R	2 Stories	3 Stories
Accessory Structure	P		1 Story	2 Stories

D. Site Design Standards

The following Table establishes the minimum and maximum setbacks for buildings on lots within this district.

Table 4.2.4 (3) - Mixed Residential Neighborhood District Site Design Standards

Building Types	Front Setback		Side Setback		Rear Setback	
	Min.	Max.	Min	Max.	Min.	Max.
Detached House	35 ft	n/a	10 ft	n/a	20 ft	n/a
Townhouse	35 ft	n/a	10 ft	n/a	20 ft	n/a
Attached House	35 ft	n/a	10 ft	n/a	20 ft	n/a
Multi-Family	35 ft	n/a	20 ft	n/a	30 ft	n/a
Mixed Village Housing	n/a	n/a	n/a	n/a	30 ft	n/a
Live/Work	n/a	n/a	n/a	n/a	n/a	n/a
Workplace	35 ft	n/a	20 ft	n/a	30 ft	n/a
Storefront	35 ft	n/a	20 ft	n/a	30 ft	n/a
Institutional	50 ft	n/a	20 ft	n/a	30 ft	n/a
Accessory Structure	n/a	n/a	10 ft	n/a	20 ft	n/a

E. Development Standards

The following Table establishes the development standards within the district for open space and lot size.

Table 4.2.4 (4) Mixed Residential Neighborhood District Development Standards

	<u>Required % of Development</u>
	Minimum
Open Space Requirement	20%
Lot Size	10,000 sq. ft.

4.2.5 Mixed Use Neighborhood Residential Area – R3**A. Description**

The Mixed-Use Residential Neighborhood Area is established to accommodate high density development with a variety of housing types within cohesive neighborhoods in close walking or biking proximity to La Vergne’s planned mixed-use nodes and employment centers. These neighborhoods should be designed at a pedestrian scale with parks and other public amenities as gathering places.

B. Permitted Uses

The following table establishes the permitted uses for this District. For uses not listed in the table, please see 4.1.3. Additional Requirements are set out in Chapter V, Development Standards.

Table 4.2.5 (1) Mixed-Use Residential Neighborhood District Use Table

(P = Permitted; or AR = Permitted with Additional Requirements)

Residential Uses	
• Condominiums	P
• Duplexes	P
• Multi-Family Residential	P
• Multiplexes	P
• Single Family Residential	P
• Townhouses	P
Commercial/Office/Retail Uses	
• Gas Stations	AR
• Home Occupation	AR
• Short-Term Vacation Rentals	P
Civic/Education/Institutional Uses	
• Cemeteries	P
• Charitable, Fraternal or Social Organizations	AR
• Civic Building	AR
• Independent Living Facility	AR
• Places of Public Assembly	AR
Agricultural Uses	
• Community Gardens	P
Infrastructure Uses	
• Educational Services	AR
• Essential Services	P
• Mailbox Delivery Facilities	P
Accessory Uses	
• Accessory Structures	P
• Minor Accessory Structures	P
• Sheds	AR
Parks and Open Space Uses	
• Active Recreation	AR
• Golf Course	AR
• Green Space	P
• Greenway	P
• Neighborhood Amenities	P
• Open Space	P
• Outdoor Recreation Facility	AR
• Passive Parks	P
• Playground	P
• Plaza	P
• Sports Courts / Sports Fields	AR
• Trails	P

C. Permitted Building Types

The following Table establishes the permitted building types for this District. Building Types not listed in the Building Type Table are presumed to be prohibited.

Table 4.2.5 (2) - Mixed Residential Neighborhood Area Building Type Table

(P = Permitted; R = Required with approval of the Design Review Board)

Building Types	Allowance	Design Review	Height	
			Minimum	Maximum
Detached House	P		1 Story	3 Stories
Townhouse	P		1 Story	2 Stories
Attached House	P		1 Story	2 Stories
Multi-Family		R	2 Stories	4 Stories
Mixed Village Housing	P		1 Story	4 Stories
Live/Work		R	2 Stories	4 Stories
Workplace		R	2 Stories	3 Stories
Storefront		R	2 Stories	3 Stories
Institutional		R	2 Stories	3 Stories
Accessory Structure	P		1 Story	2 Stories

D. Site Design Standards

The following Table establishes the minimum and maximum setbacks for buildings on lots within this district.

Table 4.2.5 (3) - Mixed Residential Neighborhood District Site Design Standards

Building Types	Front Setback		Side Setback		Rear Setback	
	Min.	Max.	Min	Max.	Min.	Max.
Detached House	15 ft	n/a	5 ft	n/a	15 ft	n/a
Townhouse	35 ft	n/a	10 ft	n/a	20 ft	n/a
Attached House	35 ft	n/a	10 ft	n/a	20 ft	n/a
Multi-Family	35 ft	n/a	15 ft	n/a	20 ft	n/a
Mixed Village Housing	n/a	n/a	n/a	n/a	20 ft	n/a
Live/Work	n/a	n/a	n/a	n/a	20 ft	n/a
Workplace	35 ft	n/a	20 ft	n/a	20 ft	n/a
Storefront	35 ft	n/a	20 ft	n/a	25 ft	n/a
Institutional	35 ft	n/a	30 ft	n/a	30 ft	n/a
Accessory Structure	n/a	n/a	10 ft	n/a	10 ft	n/a

E. Development Standards

The following Table establishes the development standards within the district for open space and lot size.

Table 4.2.5 (4) Mixed Residential Neighborhood District Development Standards

	<u>Required % of Development</u> Minimum
Open Space Requirement	20%
Lot Size:	
• Single Family	3,000 sq. ft.
• All Others	10,000 sq. ft.

4.2.6 Mobile Home Residential District – R4**A. Description**

This district is designed to provide a suitable residential environment exclusively for mobile home dwellings located where sufficient public facilities are available or where facilities will be available prior to development wherever possible. Such districts shall also provide adequate landscaping requirements and buffer areas to protect any adjoining property from adverse impact due to the architectural differences inherent in mobile homes. This class of district is intended also to permit community facilities and public utility installations which are necessary to review the residents of the district, or which installations are benefited by such an environment.

B. Permitted Uses

The following table establishes the permitted uses for this District. For uses not listed in the table, please see 4.1.3. Additional Requirements are set out in Chapter V, Development Standards.

Table 4.2.6 (1) Mobile Home Residential District Use Table

Residential Uses
Mobile Homes on Individual Lots in a Mobile Home Subdivision with a Minimum of Five (5) Acres
Customary Incidental Home Occupations as Regulated in this Ordinance.

Table 4.2.6 (2) – Dimensional Regulations

Building Types	Minimum Lot Size	Front Setback	Side Setback	Rear Setback	Max. Lot Coverage
Mobile Home	7,000 sq. ft.	35 ft.	10 ft	20 ft	40%
Mobile Home Park	5 Acres	35 ft	10 ft	20 ft	40%

C. Development Standards for Mobile Home Park

The following land development standards shall apply for all mobile home parks:

- (1) No parcel of land containing less than five (5) acres and less than ten (10) mobile home spaces, available at the time of the first occupancy, shall be utilized for a mobile home park.

- (2) The mobile home park shall be located on a well drained site, properly graded to insure rapid drainage and to avoid the possibility of stagnant pools of water.
- (3) Dimensional Requirements for Mobile Home Parks:
 - (a) Each mobile home park shall have a front yard of thirty (30) feet exclusive of any required yards for each mobile home space, extending for the full width of the parcel devoted to said use.
 - (b) Each mobile home park shall provide rear and side yards of not less than fifteen (15) feet, exclusive of any required yards for each mobile home space, from the parcel boundary.
 - (c) In instances where a side or rear yard abuts a public street, said yard shall not be less than thirty (30) feet.
 - (d) No building or structure erected or stationed in a mobile home park shall have a height greater than two (2) stories or thirty (30) feet.
 - (e) Each mobile home park shall be permitted to display, on each street frontage, one (1) identifying sign of a maximum size of twenty (20) square feet. Said sign(s) shall contain thereon only the name and address of the park and may be lighted by indirect light only.
- D. Dimensional Requirements for Mobile Home spaces. Each mobile home space shall be of sufficient size that, in addition to the mobile home, the following space shall be provided:
 - (1) Each mobile home space shall be at least thirty six (36) feet wide and such space shall be clearly defined by permanent markers.
 - (2) There shall be a front yard setback of ten (10) feet from all access roads within the mobile home park.
 - (3) Mobile homes shall be harbored on each space so there shall be at least twenty (20) foot clearance between mobile homes parked end to end, the end to end clearance shall not be less than fifteen (15) feet. No mobile home shall be located closer than twenty (20) feet from any building within the mobile home park.
 - (4) There shall be at least two (2) paved, off street parking spaces for each mobile home space, which shall be on the same site as the trailer served, and may located in the rear or side yard of said trailer space.
 - (5) Each mobile home space shall be provided with a pad which shall be constructed of four (4) inches of compacted gravel.
 - (6) The mobile home park shall be developed to a density compatible with the district in which it is located; however, the minimum lot area per mobile home space with public water and sewer shall be three thousand six hundred (3,600) square feet. For double wide mobile homes, the minimum lot size shall be six thousand (6,000) square feet. In areas without public wastewater service, the minimum lot area shall be seven thousand five hundred (7,500) square feet for single wide mobile home and ten thousand (10,000) square feet for a double wide mobile home unless a higher density is approved by the Rutherford County Environmentalist and the Board of Zoning Appeals after appropriate soil tests have been completed and analyzed as to the capability of the soil to accommodate a septic tank and drain field.

E. General Requirements

- (1) Roads within the mobile home park shall be paved to a width of not less than twenty two (22) feet in accordance with the procedures and standards for minor residential streets as specified in the La Vergne Subdivision Regulations; and the right of way shall only be of sufficient width to include the road surface itself and necessary drainage facilities. All roads within the mobile home park shall be private roads and shall not be accepted as public roads.
- (2) All mobile home spaces within the park shall abut the access road as described in Subsection E.1. of this section.
- (3) Each mobile home space shall be provided with the connection to the sanitary sewer line or to a sewer system approved by the Rutherford County Health Department or the City.
- (4) Cabanas, travel trailers, and other similar enclosed structures are prohibited.
- (5) Ground anchors shall be installed at each mobile home space to permit tie downs of mobile homes.

F. Plans and Schedules Required. The following information shall be shown on the required site plan:

- (1) The location and legal description of the proposed mobile home park.
- (2) The location and size of all buildings, improvements, and facilities constructed or to be constructed within the mobile home park.
- (3) The proposed use of buildings shown on the site plan.
- (4) The location and size of all mobile home spaces.
- (5) The location of all points of entry and exit for motor vehicles and the internal circulation pattern.
- (6) The location of all off street parking facilities.
- (7) The name and address of the applicant.
- (8) A comprehensive drainage plan.
- (9) Such other architectural, engineering, and topographic data as may be required to permit the local health department, the La Vergne Codes Enforcer, staff planner, and the Board of Zoning Appeals to determine if the provisions of these regulations are being complied with shall be submitted with the site plan.
- (10) A time schedule for development shall be prepared, which shall demonstrate the applicant's readiness and ability to provide the proposed services. Said time shall be for a period of not more than one (1) year.

4.2.7 Neighborhood Commercial District – NCD

A. Description

The Neighborhood Commercial District is established to create small nodes within residential development that increase walkability, create a sense of place, and provide a concentration of goods and services for the daily needs and activities of nearby residents. The buildings within the Neighborhood Commercial District should be at a pedestrian scale with retail frontage.

B. Permitted Uses

The following table establishes the permitted uses for this District. For uses not listed in the table, please see 4.1.3. Additional Requirements are set out in Chapter V, Development Standards.

Table 4.2.7 (1) Neighborhood Commercial District Use Table

(P = Permitted; or AR = Permitted with Additional Requirements)

Residential Uses	
• Bed and Breakfast Establishment	P
• Condominiums	AR
• Duplexes	P
• Multi-Family Residential	AR
• Multiplexes	AR
• Single Family Residential	P
• Townhouses	P
Commercial/Office/Retail Uses	
• Alternative Financial Services	AR
• Bank / Credit Union / Financial Services	AR
• Bar / Tavern	AR
• Commercial Recreation	AR
• Commercial Services Uses	P
• Day Care Centers	P
• Event Venues	AR
• Gas Stations	AR
• Home Occupation	P
• Indoor Animal Services	AR
• Micro-Brewery	AR
• Offices	P
• Personal Services	P
• Quick Service Restaurant	P
• Restaurants	P
• Retail Establishment	AR
• Retail, Secondary	P
• Short-Term Vacation Rentals	P
• Theaters	AR
Civic/Education/Institutional Uses	
• Charitable, Fraternal or Social Organizations	P
• Civic Building	AR
• Educational Facilities	AR
• Independent Living Facility	AR
• Parking Structure	AR
• Places of Public Assembly	AR

Agricultural Uses	
• Community Gardens	P
Infrastructure Uses	
• Educational Services	AR
• Essential Services	P
• Hospitals	AR
• Mailbox Delivery Facilities	P
• Transportation Facilities	AR
Accessory Uses	
• Accessory Structure	AR
• Minor Accessory Structure	AR
• Shed	AR
Parks and Open Space Uses	
• Active Recreation	P
• Golf Course	AR
• Green Space	P
• Greenway	P
• Neighborhood Amenities	P
• Open Space	P
• Outdoor Recreation Facility	AR
• Passive Parks	P
• Playground	P
• Plaza	P
• Sports Courts / Sports Fields	AR
• Trails	P

C. Permitted Building Types

The following Table establishes the permitted building types for this District. Building Types not listed in the Building Type Table are presumed to be prohibited.

Table 4.2.7 (2) - Neighborhood Commercial District Building Type Table

(P = Permitted; R = Required with approval of the Design Review Board)

Building Types	Allowance	Design Review	Height	
			Minimum	Maximum
Detached House	P		1 Story	3 Stories
Townhouse	P		1 Story	2 Stories
Attached House	P		1 Story	2 Stories
Multi-Family		R	2 Stories	4 Stories
Mixed Village Housing	P		1 Story	4 Stories
Live/Work	P		2 Stories	4 Stories
Workplace	P		2 Stories	3 Stories
Storefront	P		2 Stories	3 Stories

Commercial		R	1 Story	2 Stories
Institutional		R	2 Stories	3 Stories
Accessory Structure	P		1 Story	2 Stories

D. Site Design Standards

The following Table establishes the minimum and maximum setbacks for buildings on lots within this district.

Table 4.2.7 (3) - Neighborhood Commercial District Site Design Standards Table

Building Types	Front Setback		Side Setback		Rear Setback	
	Min.	Max.	Min	Max.	Min.	Max.
Detached House	n/a	20 ft	n/a	n/a	10 ft	n/a
Townhouse	n/a	20 ft	n/a	n/a	10 ft	n/a
Attached House	n/a	30 ft	n/a	30 ft	10 ft	n/a
Multi-Family	n/a	30 ft	n/a	30 ft	25 ft	n/a
Mixed Village Housing	n/a	20 ft	n/a	n/a	25 ft	n/a
Live/Work	n/a	20 ft	n/a	n/a	10 ft	n/a
Workplace	n/a	20 ft	n/a	n/a	10 ft	n/a
Storefront	n/a	40 ft	n/a	n/a	10 ft	n/a
Commercial	n/a	40 ft	20 ft	n/a	25 ft	n/a
Institutional	n/a	40 ft	20 ft	n/a	30 ft	n/a
Accessory Structure	n/a	n/a	10 ft	n/a	10 ft	n/a

E. Development Standards

The following Table establishes the development standards within the district for open space and lot size.

Table 4.2.7 (4) Neighborhood Commercial District Development Standards Table

	<u>Required % of Development</u>
	Minimum
Open Space Requirement	40%
Lot Size	10,000 sq. ft.

4.2.8 Gateway District – GD

A. Description

The Gateway District was established to provide employment opportunities and commercial and retail services to our citizens and regional travelers along and near major thoroughfares. Development is encouraged to be compact and provide off-road pedestrian and bicycle facilities. These commercial nodes will accommodate the high volume of regional traffic along the corridors. The design of a required frontage parkway through developments along the I-24 corridor will provide safe access between neighborhoods and destinations.

B. Permitted Uses

The following table establishes the permitted uses for this District. For uses not listed in the table, please see 4.1.3. Additional Requirements are set out in Chapter V, Development Standards.

Table 4.2.8 (1) Gateway District Use Table

(P = Permitted; or AR = Permitted with Additional Requirements)

Residential Uses	
• Bed and Breakfast Establishment	P
• Multi-Family Residential	P
• Multiplexes	P
• Single Family Residential	AR
• Townhouses	AR
Commercial/Office/Retail Uses	
• Alternative Financial Services	AR
• Bank / Credit Union / Financial Services	P
• Bar / Tavern	AR
• Commercial Primary Uses	P
• Commercial Recreation	P
• Drive-in / Drive-through Facilities	P
• Drive-in / Drive-through Restaurants	P
• Event Venues	AR
• Gas Stations	P
• Home Occupation	P
• Hotel / Motel / Inn	P
• Indoor Animal Services	P
• Micro-Brewery	P
• Mobile Service Provider Office	P
• Offices	P
• Personal Services	P
• Quick Service Restaurant	P
• Restaurants	P
• Retail Establishment	P
• Retail, Secondary	P
• Showrooms	P
• Theaters	P
Civic/Education/Institutional Uses	
• Charitable, Fraternal or Social Organizations	P
• Churches	P
• Independent Living Facility	P
• Parking Structure	AR
• Places of Public Assembly	P

Industrial / Wholesale / Storage	
• General Warehousing	AR
• Industrial Sales	P
• Industrial Services	P
Infrastructure Uses	
• Essential Services	P
• Hospitals	AR
• Mailbox Delivery Facilities	P
• Telecommunication Towers and Antennas	AR
• Transportation Facilities	AR
Accessory Uses	
• Accessory Structure	P
• Minor Accessory Structure	P
Parks and Open Space Uses	
• Active Recreation	P
• Campgrounds	AR
• Golf Course	AR
• Green Space	P
• Greenway	P
• Neighborhood Amenities	P
• Open Space	P
• Outdoor Recreation Facility	AR
• Passive Parks	P
• Playground	P
• Plaza	P
• Sports Courts / Sports Fields	AR
• Trails	P

C. Permitted Building Types

The following Table establishes the permitted building types for this District. Building Types not listed in the Building Type Table are presumed to be prohibited.

Table 4.2.8 (2) - Gateway District Building Type Table

(P = Permitted; R = Required with approval of the Design Review Board)

Building Types	Allowance	Design Review	Height	
			Minimum	Maximum
Detached House		R	1 Story	3 Stories
Townhouse		R	1 Story	2 Stories
Attached House	P		1 Story	2 Stories
Multi-Family	P		2 Stories	4 Stories
Mixed Village Housing	P		1 Story	4 Stories
Live/Work	P		2 Stories	4 Stories

Workplace	P		2 Stories	3 Stories
Storefront	P		2 Stories	3 Stories
Commercial	P		1 Story	7 Stories
Industrial		R	1 Story	7 Stories
Institutional	P		1 Story	7 Stories
Accessory Structure	P		1 Story	2 Stories

D. Site Design Standards

The following Table establishes the minimum and maximum setbacks for buildings on lots within this district.

Table 4.2.8 (3) - Gateway District Site Design Standards Table

Building Types	Front Setback		Side Setback		Rear Setback	
	Min.	Max.	Min.	Max.	Min.	Max.
Detached House	25 ft	n/a	15 ft	n/a	25 ft	n/a
Townhouse	25 ft	n/a	15 ft	n/a	25 ft	n/a
Attached House	25 ft	n/a	15 ft	n/a	25 ft	n/a
Multi-Family	30 ft	n/a	20 ft	n/a	25 ft	n/a
Mixed Village Housing	30 ft	n/a	20 ft	n/a	25 ft	n/a
Live/Work	30 ft	n/a	25 ft	n/a	25 ft	n/a
Workplace	30 ft	n/a	25 ft	n/a	25 ft	n/a
Storefront	30 ft	n/a	25 ft	n/a	25 ft	n/a
Commercial	40 ft	n/a	30 ft	n/a	25 ft	n/a
Industrial	40 ft	n/a	30 ft	n/a	25 ft	n/a
Institutional	40 ft	n/a	30 ft	n/a	25 ft	n/a
Accessory Structure	25 ft	n/a	15 ft	n/a	10 ft	n/a

E. Development Standards

The following Table establishes the development standards within the district for open space and lot size.

Table 4.2.8 (4) Gateway District Development Standards Table

	<u>Required % of Development</u>
	Minimum
Open Space Requirement	30%
Lot Size	15,000 sq. ft.

4.2.9 Central Commercial District – CC

A. Description

The Central Commercial District was established to create a strong emphasis on development and redevelopment of commercial, retail, and residential land uses at a higher intensity. Development should generate a dense mix of retail frontage, upper-story

residential, and high-density residential with structured parking. Provisions for pedestrians, bicyclists, and transit riders are essential to the success of the Central Commercial District.

B. Permitted Uses

The following table establishes the permitted uses for this District. For uses not listed in the table, please see 4.1.3 Additional Requirements are set out in Chapter V, Development Standards.

Table 4.2.9 (1) Central Commercial District Use Table

(P = Permitted; or AR = Permitted with Additional Requirements)

Residential Uses	
• Bed and Breakfast Establishment	P
• Multi-Family Residential	P
• Multiplexes	P
Commercial/Office/Retail Uses	
• Alternative Financial Services	AR
• Bank / Credit Union / Financial Services	P
• Bar / Tavern	P
• Commercial Primary Uses	P
• Commercial Recreation	P
• Commercial Secondary Uses	P
• Commercial Services Uses	P
• Convenience Stores	AR
• Day Care Centers	P
• Drive-in / Drive-through Facilities	P
• Drive-in / Drive-through Restaurants	P
• Event Venues	P
• Funeral Homes	P
• Garden Centers	P
• Gas Stations	P
• Home Occupation	P
• Hotel / Motel / Inn	P
• Indoor / Outdoor Animal Services	AR
• Animal Hospital / Veterinary	P
• Micro-Brewery	P
• Mobile Service Provider Office	P
• Offices	P
• Personal Services	P
• Quick Service Restaurant	P
• Restaurants	P
• Retail Establishment	P
• Retail, Primary	P

• Retail, Secondary	P
• Showrooms	P
• Theaters	P
• Vehicle Sales and Rental	P
• Vehicle Service Facilities	AR
• Wholesale Sales	P
Civic/Education/Institutional Uses	
• Carnival	AR
• Charitable, Fraternal or Social Organizations	P
• Churches	AR
• Civic Building	AR
• Clinics	P
• Continuum of Care Facilities	P
• Education Facilities	P
• Group Homes	P
• Independent Living Facility	P
• Parking Structure	P
• Places of Public Assembly	P
• Rehabilitation Centers	AR
• Residential Care Facility	P
Industrial / Wholesale / Storage	
• Data Centers	P
• General Warehousing	AR
• Vehicle Repair Facilities	AR
Infrastructure Uses	
• Educational Services	P
• Essential Services	P
• Hospitals	P
• Mailbox Delivery Facilities	P
• Telecommunication Towers and Antennas	AR
• Transportation Facilities	AR
Accessory Uses	
• Accessory Structure	P
• Minor Accessory Structure	P
Parks and Open Space Uses	
• Active Recreation	P
• Campgrounds	AR
• Golf Course	P
• Green Space	P
• Greenway	P
• Neighborhood Amenities	P
• Open Space	P

• Outdoor Recreation Facility	P
• Passive Parks	P
• Playground	P
• Plaza	P
• Sports Courts / Sports Fields	P
• Trails	P

C. Permitted Building Types

The following Table establishes the permitted building types for this District. Building Types not listed in the Building Type Table are presumed to be prohibited.

Table 4.2.9 (2) – Central Commercial District Building Type Table

(P = Permitted; R = Required with approval of the Design Review Board)

Building Types	Allowance	Design Review	Height	
			Minimum	Maximum
Attached House		R	1 Story	2 Stories
Multi-Family	P		2 Stories	4 Stories
Mixed Village Housing	P		1 Story	4 Stories
Live/Work		R	1 Story	4 Stories
Workplace	P		1 Story	3 Stories
Storefront	P		1 Story	3 Stories
Commercial	P		1 Story	4 Stories
Industrial		R	1 Story	4 Stories
Institutional	P		1 Story	3 Stories
Accessory Structure	P		1 Story	2 Stories

D. Site Design Standards

The following Table establishes the minimum and maximum setbacks for buildings on lots within this district.

Table 4.2.9 (3) - Central Commercial District Site Design Standards Table

Building Types	Front Setback		Side Setback		Rear Setback	
	Min.	Max.	Min.	Max.	Min.	Max.
Attached House	25 ft	n/a	10 ft	n/a	15 ft	n/a
Multi-Family	25 ft	n/a	15 ft	n/a	20 ft	n/a
Mixed Village Housing	25 ft	n/a	15 ft	n/a	20 ft	n/a
Live/Work	30 ft	n/a	15 ft	n/a	20 ft	n/a
Workplace	30 ft	n/a	15 ft	n/a	20 ft	n/a
Storefront	30 ft	n/a	15 ft	n/a	20 ft	n/a
Commercial	40 ft	n/a	20 ft	n/a	25 ft	n/a
Industrial	40 ft	n/a	20 ft	n/a	25 ft	n/a
Institutional	40 ft	n/a	20 ft	n/a	25 ft	n/a
Accessory Structure	25 ft	n/a	10 ft	n/a	10 ft	n/a

E. Development Standards

The following Table establishes the development standards within the district for open space and lot size.

Table 4.2.9 (4) Central Commercial District Development Standards Table

	<u>Required % of Development</u> Minimum
Open Space Requirement	20%
Lot Size	10,000 sq. ft.

4.2.10 Civic and Institutional District – CI

A. Description

The Civic and Institutional District was established to protect and cultivate the unique environment of La Vergne. It is designed to provide for governmental or public uses specifically. New development in the Civic and Institutional District should be multi-story, multi-use, and transit-supportive.

B. Permitted Uses

The following table establishes the permitted uses for this District. For uses not listed in the table, please see 4.1.3. Additional Requirements are set out in Chapter V, Development Standards.

Table 4.2.10 (1) Civic and Institutional District Use Table

(P = Permitted; or AR = Permitted with Additional Requirements)

Commercial/Office/Retail Uses	
• Commercial Recreation	P
• Event Venues	P
• Garden Centers	AR
• Offices	P
• Theaters	P
Civic/Education/Institutional Uses	
• Carnival	AR
• Charitable, Fraternal or Social Organizations	P
• Churches	AR
• Civic Building	P
• Clinics	P
• Continuum of Care Facilities	P
• Education Facilities	P
• Group Homes	AR
• Independent Living Facility	P
• Parking Structure	P

• Places of Public Assembly	P
• Residential Care Facility	AR
Industrial / Wholesale / Storage	
• NONE	
Infrastructure Uses	
• Correctional Facilities	AR
• Educational Services	P
• Essential Services	P
• Hospitals	P
• Jail	AR
• Mailbox Delivery Facilities	P
• Telecommunication Towers and Antennas	AR
• Transportation Facilities	P
Accessory Uses	
• Accessory Structure	P
• Minor Accessory Structure	P
Parks and Open Space Uses	
• Active Recreation	P
• Campgrounds	AR
• Golf Course	P
• Green Space	P
• Greenway	P
• Neighborhood Amenities	P
• Open Space	P
• Outdoor Recreation Facility	P
• Passive Parks	P
• Playground	P
• Plaza	P
• Sports Courts / Sports Fields	P
• Trails	P

C. Permitted Building Types

The following Table establishes the permitted building types for this District. Building Types not listed in the Building Type Table are presumed to be prohibited.

Table 4.2.10 (2) - Civic and Institutional District Building Type Table

(P = Permitted; R = Required with approval of the Design Review Board)

Building Types	Allowance	Design Review	Height	
			Minimum	Maximum
Attached House	P		1 Story	2 Stories
Multi-Family	P		2 Stories	4 Stories
Mixed Village Housing	P		1 Story	4 Stories

Live/Work	P		1 Story	4 Stories
Workplace	P		1 Story	3 Stories
Storefront	P		1 Story	3 Stories
Commercial		R	1 Story	4 Stories
Industrial		R	1 Story	4 Stories
Institutional	P		1 Story	3 Stories
Accessory Structure	P		1 Story	2 Stories

D. Site Design Standards

The following Table establishes the minimum and maximum setbacks for buildings on lots within this district.

Table 4.2.10 (3) - Civic and Institutional District Site Design Standards Table

Building Types	Front Setback		Side Setback		Rear Setback	
	Min.	Max.	Min.	Max.	Min.	Max.
Attached House	20 ft	n/a	10 ft	n/a	20 ft	n/a
Multi-Family	20 ft	n/a	10 ft	n/a	20 ft	n/a
Mixed Village Housing	n/a	n/a	n/a	n/a	25 ft	n/a
Live/Work	n/a	n/a	n/a	n/a	25 ft	n/a
Workplace	n/a	n/a	n/a	n/a	25 ft	n/a
Storefront	n/a	n/a	n/a	n/a	25 ft	n/a
Commercial	20 ft	n/a	20 ft	n/a	30 ft	n/a
Industrial	25 ft	n/a	25 ft	n/a	30 ft	n/a
Institutional	25 ft	n/a	20 ft	n/a	25 ft	n/a
Accessory Structure	20 ft	n/a	n/a	n/a	10 ft	n/a

E. Development Standards

The following Table establishes the development standards within the district for open space and lot size.

Table 4.2.10 (4) Civic and Institutional District Development Standards Table

	<u>Required % of Development</u> Minimum
Open Space Requirement	40%
Lot Size	10,000 sq. ft.

4.2.11 Downtown District - DD

A. Description

The Downtown District was established to protect and cultivate a vibrant central business district. It is the community's commercial, civic, cultural, and transportation hub. Infill development must complement the traditional built environment and encourage small, independent retailers.

B. Permitted Uses

The following table establishes the permitted uses for this District. For uses not listed in the table, please see 4.1.3. Additional Requirements are set out in Chapter V, Development Standards.

Table 4.2.11 (1) Downtown District Use Table

(P = Permitted; or AR = Permitted with Additional Requirements)

Residential Uses	
• Condominiums	P
• Multi-Family Residential	P
Commercial/Office/Retail Uses	
• Alternative Financial Services	AR
• Bank / Credit Union / Financial Services	P
• Bar / Tavern	P
• Commercial Primary Uses	P
• Commercial Recreation	P
• Commercial Secondary Uses	P
• Commercial Services Uses	P
• Event Venues	P
• Micro-Brewery	AR
• Mobile Service Provider Office	P
• Offices	P
• Personal Service	P
• Restaurants	P
• Retail Establishment	P
• Retail, Secondary	P
• Short Term Rentals	P
• Theaters	P
Civic/Education/Institutional Uses	
• Charitable, Fraternal or Social Organizations	P
• Civic Building	P
• Parking Structure	P
• Places of Public Assembly	P
Infrastructure Uses	
• Essential Services	P
• Mailbox Delivery Facilities	P
• Transportation Facilities	P
Parks and Open Space Uses	
• Green Space	P
• Greenway	P
• Passive Parks	P
• Plaza	P

C. Permitted Building Types

The following Table establishes the permitted building types for this District. Building Types not listed in the Building Type Table are presumed to be prohibited.

Table 4.2.11 (2) - Downtown District Building Type Table

(P = Permitted; R = Required with approval of the Design Review Board)

Building Types	Allowance	Design Review	Height	
			Minimum	Maximum
Attached House		R	1 Story	2 Stories
Multi-Family		R	2 Stories	4 Stories
Mixed Village Housing		R	1 Story	4 Stories
Live/Work		R	1 Story	4 Stories
Workplace		R	1 Story	3 Stories
Storefront		R	1 Story	3 Stories
Commercial		R	1 Story	4 Stories
Institutional		R	1 Story	4 Stories

D. Site Design Standards

The following Table establishes the minimum and maximum setbacks for buildings on lots within this district.

Table 4.2.11 (3) - Downtown District Site Design Standards Table

Building Types	Front Setback		Side Setback		Rear Setback	
	Min.	Max.	Min.	Max.	Min.	Max.
Attached House	20 ft	n/a	10 ft	n/a	20 ft	n/a
Multi-Family	20 ft	n/a	10 ft	n/a	20 ft	n/a
Mixed Village Housing	0	n/a	0	n/a	10 ft	n/a
Live/Work	0	n/a	0	n/a	10 ft	n/a
Workplace	0	n/a	0	n/a	10 ft	n/a
Storefront	0	n/a	0	n/a	10 ft	n/a
Commercial	20 ft	n/a	20 ft	n/a	30 ft	n/a
Institutional	25 ft	n/a	25 ft	n/a	30 ft	n/a

E. Development Standards

The following Table establishes the development standards within the district for open space and lot size.

Table 4.2.11 (4) Downtown District Development Standards Table

	<u>Required % of Development</u>
	Minimum
Open Space Requirement	40%
Lot Size	10,000 sq. ft.

4.2.12 Innovation District – LI**A. Description**

The Innovation District was established to allow the development of employment- based uses such as corporate offices, light manufacturing, and other uses that contribute to the creation of a regional employment center. Because of the presence of a high number of employees, these developments should be designed in a manner that accommodates pedestrians, bicycles, and public transit.

B. Permitted Uses

The following table establishes the permitted uses for this District. For uses not listed in the table, please see 4.1.3. Additional Requirements are set out in Chapter V, Development Standards.

Table 4.2.12 (1) Innovation District Use Table

(P = Permitted; or AR = Permitted with Additional Requirements)

Residential Uses	
• Mobile Home	AR
• Multi-Family Residential	P
Commercial/Office/Retail Uses	
• Alternative Financial Services	AR
• Bank / Credit Union / Financial Services	P
• Bar / Tavern	AR
• Commercial Primary Uses	AR
• Commercial Recreation	AR
• Commercial Secondary Uses	P
• Commercial Services Uses	P
• Convenience Stores	AR
• Day Care Centers	P
• Event Venues	P
• Funeral Homes	P
• Garden Centers	P
• Gas Stations	P
• Indoor / Outdoor Animal Services	P
• Micro-Brewery	P
• Mobile Service Provider Office	P
• Offices	P
• Outdoor Sales	AR
• Personal Services	P
• Quick Service Restaurant	P
• Restaurants	P
• Retail Establishment	P

• Retail, Primary	P
• Retail, Secondary	P
• Showrooms	P
• Theaters	P
• Vehicle Sales and Rental	P
• Vehicle Service Facilities	AR
• Wholesale Sales	P
Civic/Education/Institutional Uses	
• Charitable, Fraternal or Social Organizations	P
• Churches	P
• Civic Building	AR
• Clinics	P
• Continuum of Care Facilities	P
• Education Facilities	AR
• Independent Living Facility	P
• Parking Structure	P
• Places of Public Assembly	P
• Rehabilitation Centers	AR
• Residential Care Facility	P
Industrial / Wholesale / Storage	
• Data Centers	P
• General Warehousing	P
• Industrial Sales	P
• Industrial Services	P
• Light Industrial Uses	P
• Machinery Assembly and Repair Facilities	P
• Self-Storage Facilities	P
• Vehicle Repair Facilities	AR
Agricultural Uses	
• Kennel-Commercial	P
Infrastructure Uses	
• Correctional Facilities	AR
• Educational Services	P
• Essential Services	P
• Hospitals	P
• Jail	AR
• Mailbox Delivery Facilities	P
• Recycling Drop-off Center	P
• Refuse Area	P
• Telecommunication Towers and Antennas	AR
• Transportation Facilities	P
Accessory Uses	

• Accessory Structure	P
• Minor Accessory Structure	P
• Shed	P
Parks and Open Space Uses	
• Active Recreation	AR
• Green Space	P
• Greenway	P
• Neighborhood Amenities	P
• Open Space	P
• Outdoor Recreation Facility	P
• Passive Parks	P
• Playground	AR
• Plaza	P
• Sports Courts / Sports Fields	P
• Trails	P

C. Permitted Building Types

The following Table establishes the permitted building types for this District. Building Types not listed in the Building Type Table are presumed to be prohibited.

Table 4.2.12 (2) - Innovation District Building Type Table

(P = Permitted; R = Required with approval of the Design Review Board)

Building Types	Allowance	Design Review	Height	
			Minimum	Maximum
Detached House		R	1 Story	2 Stories
Multi-Family	P		2 Stories	4 Stories
Workplace	P		1 Story	4 Stories
Storefront	P		1 Story	4 Stories
Commercial	P		1 Story	4 Stories
Industrial	P		1 Story	4 Stories
Institutional	P		1 Story	3 Stories
Accessory Structure	P		1 Story	2 Stories

D. Site Design Standards

The following Table establishes the minimum and maximum setbacks for buildings on lots within this district.

Table 4.2.12 (3) - Innovation District Site Design Standards Table

Building Types	Front Setback		Side Setback		Rear Setback	
	Min.	Max.	Min.	Max.	Min.	Max.
Detached House	15 ft	n/a	15 ft	n/a	20 ft	n/a
Multi-Family	15 ft	n/a	15 ft	n/a	20 ft	n/a
Workplace	20 ft	n/a	20 ft	n/a	25 ft	n/a

Storefront	20 ft	n/a	20 ft	n/a	25 ft	n/a
Commercial	25 ft	n/a	25 ft	n/a	25 ft	n/a
Industrial	30 ft	n/a	30 ft	n/a	30 ft	n/a
Institutional	30 ft	n/a	30 ft	n/a	30 ft	n/a
Accessory Structure	15 ft	n/a	10 ft	n/a	10 ft	n/a

E. Development Standards

The following Table establishes the development standards within the district for open space and lot size.

Table 4.2.12 (4) Innovation District Development Standards Table

	<u>Required % of Development</u> Minimum
Open Space Requirement	20%
Lot Size	15,000 sq. ft.

4.2.13 Interchange District – HI

A. Description

The Interchange District was established to allow the development of regional employment centers, heavy manufacturing, and other land uses that may not be suitable near residential developments. Because of the presence of a high number of employees, these developments should be designed in a manner that accommodates pedestrians, bicycles, and public transit.

B. Permitted Uses

The following table establishes the permitted uses for this District. For uses not listed in the table, please see 4.1.3. Additional Requirements are set out in Chapter V, Development Standards.

Table 4.2.13 (1) Interchange District Use Table

(P = Permitted; or AR = Permitted with Additional Requirements)

Commercial/Office/Retail Uses	
• Alternative Financial Services	AR
• Bank / Credit Union / Financial Services	P
• Bar / Tavern	P
• Commercial Primary Uses	AR
• Commercial Recreation	AR
• Commercial Secondary Uses	P
• Commercial Services Uses	P
• Commercial, Restricted	AR
• Day Care Centers	P
• Event Venues	P

• Funeral Homes	P
• Garden Centers	P
• Gas Stations	P
• Indoor / Outdoor Animal Services	P
• Indoor Animal Services	P
• Micro-Brewery	P
• Mobile Service Provider Office	P
• Offices	P
• Personal Services	P
• Quick Service Restaurant	P
• Restaurants	P
• Retail Establishment	P
• Retail, Primary	P
• Retail, Secondary	P
• Showrooms	P
• Theaters	P
• Vehicle Service Facilities	AR
• Wholesale Sales	P
Civic/Education/Institutional Uses	
• Charitable, Fraternal or Social Organizations	P
• Churches	P
• Civic Building	AR
• Education Facilities	AR
• Independent Living Facility	P
• Parking Structure	P
• Places of Public Assembly	P
Industrial / Wholesale / Storage	
• Adult Oriented Establishments	AR
• Data Centers	P
• General Warehousing	P
• Heavy Industrial Uses	P
• Industrial Sales	P
• Industrial Services	P
• Junk Yard / Salvage	AR
• Light Industrial Uses	P
• Machinery Assembly and Repair Facilities	P
• Quarry	AR
• Self-Storage Facilities	P
• Vehicle Repair Facilities	P
• Wrecker Services	AR
Agricultural Uses	
• Kennel-Commercial	P

Infrastructure Uses	
• Correctional Facilities	AR
• Educational Services	P
• Essential Services	P
• Hospitals	P
• Jail	AR
• Mailbox Delivery Facilities	P
• Recycling Drop-off Center	P
• Refuse Area	P
• Telecommunication Towers and Antennas	AR
• Transportation Facilities	P
Accessory Uses	
• Accessory Structure	P
• Minor Accessory Structure	P
• Shed	P
Parks and Open Space Uses	
• Active Recreation	AR
• Green Space	P
• Greenway	P
• Neighborhood Amenities	P
• Open Space	P
• Outdoor Recreation Facility	P
• Passive Parks	P
• Playground	AR
• Plaza	P
• Sports Courts / Sports Fields	AR
• Trails	P

C. Permitted Building Types

The following Table establishes the permitted building types for this District. Building Types not listed in the Building Type Table are presumed to be prohibited.

Table 4.2.13 (2) - Interchange District Building Type Table

(P = Permitted; R = Required with approval of the Design Review Board)

Building Types	Allowance	Design Review	Height	
			Minimum	Maximum
Workplace	P		1 Story	3 Stories
Storefront	P		1 Story	3 Stories
Commercial	P		1 Story	4 Stories
Industrial	P		1 Story	4 Stories
Institutional	P		1 Story	3 Stories
Accessory Structure	P		1 Story	2 Stories

D. Site Design Standards

The following Table establishes the minimum and maximum setbacks for buildings on lots within this district.

Table 4.2.13 (3) - Interchange District Site Design Standards Table

Building Types	Front Setback		Side Setback		Rear Setback	
	Min.	Max.	Min.	Max.	Min.	Max.
Workplace	25 ft	n/a	20 ft	n/a	20 ft	n/a
Storefront	25 ft	n/a	20 ft	n/a	20 ft	n/a
Commercial	30 ft	n/a	25 ft	n/a	25 ft	n/a
Industrial	35 ft	n/a	25 ft	n/a	25 ft	n/a
Institutional	30 ft	n/a	30 ft	n/a	25 ft	n/a
Accessory Structure	25 ft	n/a	30 ft	n/a	15 ft	n/a

E. Development Standards

The following Table establishes the development standards within the district for open space and lot size.

Table 4.2.13 (4) Interchange District Development Standards Table

	<u>Required % of Development</u> Minimum
Open Space Requirement	20%
Lot Size	20,000 sq. ft.

4.2.14 Planned Density Residential District - PDR

A. District Description

The Planned Density Residential District is established to accommodate the existing PDR residential developments in the City as well as future PDR's that have approved design books and development plans. These districts are designed to create a planned development that would not be allowed in another district. These developments may include mixed-use developments and residential developments.

B. Applicability

- (1) Development plans are specific to the PDR district. Development plans shall comply with the specific review procedures in this Section.
- (2) Rezoning of property to a PDR district and the subsequent development plan shall not be proposed or used to avoid, or have the effect of avoiding compliance with the standards and requirements of this Ordinance or for the other zoning districts, and instead, shall be used sparingly in the following situations:

- (a) Rezoning of property to a PDR district and the corresponding development plan shall be limited to situations where this district is needed in order to implement the Comprehensive Plan's guiding principles and design concepts; or
 - (b) Rezoning of property to a PDR district and the corresponding development plan shall be limited to situations where a property, due to unique site conditions or the necessary intrinsic size, use, building placement, building elements, building configuration, building type, or other building and development characteristics, cannot under any other circumstances conform to one or more of the other zoning districts or standards specified in this Ordinance.
- (3) Development plans shall provide for innovative planning and design that respects the surrounding established land use, character, and natural or manmade features of the property, such as trees, historic features, streams, hillsides, and floodplains, and promotes quality design and environmentally sensitive development by allowing development to take advantage of special site characteristics, locations, and land uses, which could not be achieved in accordance with the standards for any other zoning district.

C. Establishment of Standards

Design standards and Building Types shall be identified within the approved design book and development plan.

D. Modification of Standards

- (1) The purpose of a modification of standards is to allow the consideration of a request to modify a development standard of this ordinance where the modification:
 - (a) will enhance the design of the development more than if the standards were strictly adhered to,
 - (b) the conditions upon which the request is based are unique to the design intent for the development and are not generally applicable to other property; and
 - (c) the modification is consistent with the intent of the Comprehensive Plan.
- (2) In order for a modification to be considered, the applicant shall provide the standard requested for modification, an alternate standard to be considered, and written documentation and justification for the request.

E. Uses Permitted

In the PDR, Planned Density Residential District, the following uses and their accessory uses are permitted:

- (1) Accessory buildings (Residential only)
- (2) Detached single-family dwellings.
- (3) Two-family and three-family attached dwellings.
- (4) Multi-family dwellings.
- (5) Condominiums / townhouses attached (ownership)
- (6) Limited Office / Commercial.

F. Density

The specific density will be the same as the density before rezoning.

G. Regulations of General Applicability for PDRs

- (1) Gross tract size for initial zoning purposes: No less than ten (10) acres.
- (2) Minimum Lot Area and Setbacks. The PDR District provides for a variety of dwelling unit styles and supports uses without restrictions to the lot area, setbacks, and yard requirements provided in other districts: therefore, no minimum lot area is specified. A design book must accompany a development plan delineating setbacks dependent upon the development and its specific needs.
- (3) Building to Building Relationships: All buildings shall be separated by at least ten (10) feet per Municipal Fire Code, unless a firewall is constructed.
- (4) Ownership and division of land. No tract(s) of land may be considered for or approved as a planned development unless such tract(s) is under the single ownership of a landowner as defined in this article. The holder of a written option to purchase or any governmental agency shall be considered a landowner for purposes of this section. Unless otherwise provided as a condition of approval of a planned development, the landowner of an adopted planned development may divide and transfer parts of such development provided that the transferee shall be obligated to complete each such part, and use and maintain it in strict conformance with the approved planned development.

H. Height Requirements

No building shall exceed four (4) stories or fifty (50) feet in height, except as provided in Section 6.4. Any property located within the Smyrna Airport Restricted Height Boundary must also comply with the height restrictions as provided in Section 12.5.

I. Open Space Requirements

- (1) Required open space shall be as follows:

Residential Density in PDR Tract	% of Gross Site Area as Open Space
1.0 to 3.0 Units per Acre	10
3.1 to 5.9 Units per Acre	15
6.0 or More Units per Acre	20

Useable open space consists of property that is naturally vegetated or revegetated to appear naturally vegetated, or water features held in common ownership or governmental ownership and property that is to remain undeveloped, including properties in the floodway, floodway fringe, water bodies, exceptionally low or wet soils, sinkholes, and steep slopes (15% or greater).

- (2) Fifty Percent (50%) of the required open-space shall be useable space unless specific justification is provided to the Planning Commission.
- (3) Streets, driveways and yard spaces provided for the residences may not be count-ed toward the open space requirement.

- (4) Open space shall be established on the development plan with provisions for permanent maintenance either through dedication and acceptance by the City of La Vergne for public use, or by dedication to an entity identified for permanent maintenance.
- (5) Open space property shall be described and identified by location, size, use and improvements on the development plan prior to dedication to a public or private entity.
- (6) Open space property shall not be disturbed, graded or cleared except in conformance with an approved plan.

J. Buffer Areas.

The Planning Commission shall determine the required buffer areas

K. Additional Requirements.

- (1) A development plan and a copy of the Draft development's homeowner bylaws / restrictive covenants shall accompany all rezoning applications for a PDR District.
- (2) Approval / Rejection of any PDR zoning application by the Board of Mayor & Alderman shall be based upon the development plan recommended (favorably or unfavorably) by the Planning Commission. The Planning Commission shall have the right to recommend, favorably or unfavorably, the development plan if it feels that the PDR does not meet the requirements or area.
- (3) After the rezoning application is approved by the La Vergne Board of Mayor & Aldermen, if any subdividing is proposed, the property shall be subdivided, following the guidelines as set by the respective legislation by Tennessee Code Annotated and the La Vergne Subdivision Regulations.

The Planning Commission shall have the right to turn down the preliminary and final plats if the plats do not substantially meet the intent of the concept plan.

- (4) Uses shall be permitted only in the locations shown on the approved development plan. Development of the property shall not begin until grading permits have been approved for that portion of the property. Should alterations or changes present a substantial departure from the approved development plan, an amendment is required to be approved per the requirements listed later in section 4.2.14.
- (5) The development phasing sequence must coordinate construction of improvements. In no event shall occupancy permits for any phase of the planned development be issued unless and until the common space and common elements which are part of that phase have been dedicated, or conveyed and improved, or performance bonds, letters of credit or other acceptable performance guarantees have been posed to assure completion.
- (6) In order to provide diversity and to avoid long rows of attached dwelling units, no more than five (5) contiguous townhouse units shall be allowed with the same setbacks. Variations in building setback must be a least two (2) feet unless Architectural design allows for sufficient diversity in appearance. Further, the architectural guidelines for multi-family shall apply to all multi-family structures in the PDR district.

- (7) Condominiums and townhouses (ownership) shall be recorded in accordance with Tennessee Code Annotated, Sections 66-27-120 through 66-27-123.
- (8) Signs shall be governed by the applicable sections of the City of La Vergne Zoning Ordinance.
- (9) Attached dwellings, multi-family dwellings, condominiums, and townhouses shall be limited to a maximum of 50% of the total residential unit total.

L. Development Plan Requirements.

Development plans shall be prepared by a professional engineer, professional architect, registered land surveyor, or registered landscape architect.

Significant modifications to the concept plan or design book after the public hearing by the Board of Mayor and Aldermen may warrant another public hearing. Conditions placed upon a development plan/design book are considered requirements, and fully enforceable as ordinance re-quirements. The applicant may add other information to the concept plan or design book, if the applicant wishes. Supporting information may include details pertaining to the proposed improvements, to the dimensions, landscaping details, building elevations and other information as may be appropriate.

M. Standards for Retail and Office

- (1) The development shall contain fifty (50) or more dwelling units in order to have commercial and retail opportunities.
- (2) The total footprint of any single commercial establishment shall not exceed 10,000 square feet. An exception to this requirement may be granted by the Planning Commission if appropriate buffers, etc. are shown.
- (3) Uses shall be limited to: offices, financial institutions, retail shops including grocery stores, personal service establishments, and restaurants with or without drive-thru windows.

N. Expiration of a development plan.

- (1) In accordance with TCA §13-4-310, development plans will expire three years after their approval date, corresponding to the expiration of their vesting the approval date is the effective date of the approval by resolution as voted on by BOMA.
- (2) Development plan validity. To keep a development plan valid, an applicant must:
 - (a) Secure the approval of a site plan.
 - (b) Obtain necessary permits to start site preparation; and
 - (c) Begin site preparation work, which includes any of the following activities: excavating, grading, demolition, removing excess debris to allow for proper grading, or providing a surface for a proper foundation, drainage, and settling for a development project, and physical improvements, such as water and sanitary sewer lines, footings, or foundations installed on the site for which construction permits are required.
 - (d) If all three requirements are met, a development plan will be valid for an additional two years.

- (3) If construction commences within five years of the original approval date, the development plan will remain valid for
 - (a) Ten years from the original approval date for single-phase development plan or
 - (b) Fifteen years from the original approval date for a multi-phase development plan.
- (4) If a project is not complete by the end of this time period, the applicant/developer may request an extension of the vesting period and extension of the development plan expiration date.

O. Revisions to an approved Development Plan

Revisions to an approved development plan are still subject to the expiration date of the original approval of the development plan. As such, revisions to development plans approved after a project has commenced construction will also not “restart” the clock on expiration timelines.

Revisions to an approved development plan that are denied by the applicable review body may affect the vesting property rights.

Review of requests for revisions to an approved development plan are subject to one of the three processes described.

P. Revision by BOMA Ordinance

See Section 14.6.11(A)

Q. Revision by LMPC Approval

See Section 14.6.11(B)

R. Minor Revisions

See Section 14.6.11(C)

Principal Use Table

(P = Permitted; or AR = Permitted with Additional Requirements)

Principal Use	Planning Area Districts												
Residential	AG	ER	R-1	R-2	R-3	R-4	NCD	GD	CC	CI	DD	LI	HI
Bed and Breakfast Establishment	AR	AR											
Condominiums					P		AR	AR	P		P	P	
Duplexes					P		P						
Mobile Home	AR	AR	AR	AR	AR	P	AR	AR	AR	AR	AR	AR	AR
Multi-Family Residential					P		AR	AR	P		P	P	
Multiplexes					P		AR	AR	P				
Single Family Residential	P	P	P	P	P			AR					
Townhouses					P		P	AR					
Commercial/Office/Retail	AG	ER	R-1	R-2	R-3	R-4	NCD	GD	CC	CI	DD	LI	HI
Alternative Financial Services							AR	AR	AR		AR	AR	AR
Bank/Credit Union/Financial Services							AR	P	P		P	P	P
Bar/Tavern							AR	AR	P		P	AR	P
Commercial Primary Uses							P	P	P		P	AR	AR
Commercial Recreation							AR	P	P		P	AR	AR
Commercial Secondary Uses							P		P		P	P	P
Commercial Services Uses							P	P	P		P	P	P
Commercial, Restricted												AR	AR
Convenience Stores									AR			AR	
Day Care Centers							P		P			P	
Drive-in/Drive-through Restaurants								P	P	P	P	P	
Event Venues	AR							AR	P			P	
Funeral Homes							P	P	P			P	P
Garden Centers									P			P	P
Gas Stations					AR		AR	P	P			P	P
Home Occupation	AR	AR	AR	AR	AR		P	P	P				
Hotel/Motel/Inn								P	P		AR		
Indoor/Outdoor Animal Services	P								AR			P	P
Indoor Animal Services	P						AR	P	P	P		P	P
Micro-Brewery							AR	P	P		P	P	P
Mobile Service Provider Office								P	P	P		P	P
Offices							P	P	P	P	P	P	P

Commercial/Office/Retail	AG	ER	R-1	R-2	R-3	R-4	NCD	GD	CC	CI	DD	LI	HI
Outdoor Sales	AR											AR	
Outdoor Storage	AR											AR	AR
Personal Services							P	P	P	P	P	P	P
Quick Service Restaurants							P	P	P			P	P
Restaurants							P	P	P		P	P	P
Retail Establishment							AR	P	P		P	P	P
Retail, Primary									P			P	P
Retail, Secondary							P	P	P		P	P	P
Short-Term Vacation Rentals	P	AR	AR	AR	AR		AR				P		
Showrooms								P	P			P	P
Theaters							AR	P	P	P	P	P	P
Vehicle Sales and Rental									AR			AR	
Vehicle Service Facilities									AR			AR	AR
Wholesale Sales								P				P	P
Civic/Educational/Institutional	AG	ER	R-1	R-2	R-3	R-4	NCD	GD	CC	CI	DD	LI	HI
Carnival									AR	AR			
Cemeteries	P	P	P	P	P							AR	AR
Charitable, Fraternal or Social Organizations	AR			AR	AR		P	P	P	P	P	P	P
Church	AR	AR	AR	AR	P		P	P	P	P	P	P	
Civic Building				AR	AR		AR	AR	P	P	P	AR	AR
Clinics/Medical Uses									P	P		P	
Continuum of Care Facilities									P	P		P	
Educational Facilities							AR	P				AR	AR
Group Homes									P	AR			
Independent Living Facility				AR	AR		AR	P	P	P		P	P
Parking Structure							AR	AR	P	P	P	P	P
Places of Public Assembly	AR	AR	AR	AR	AR		AR	P	P	P	P	P	P
Rehabilitation Centers									AR			AR	
Residential Care Facility									P	AR		P	
Industrial/Wholesale/Storage	AG	ER	R-1	R-2	R-3	R-4	NCD	GD	CC	CI	DD	LI	HI
Adult Oriented Establishments													AR
Data Centers									P	AR		P	P
General Warehousing								AR				P	P
Heavy Industrial Uses													P
Industrial Sales								P				P	P

Industrial/Wholesale/Storage	AG	ER	R-1	R-2	R-3	R-4	NCD	GD	CC	CI	DD	LI	HI
Industrial Services												P	P
Junk Yard/ Salvage Yard													AR
Light Industrial Uses								AR				AR	AR
Manufacturing, Assembly and Repair Facilities								AR				P	P
Quarry													AR
Self-Storage Facilities												P	P
Vehicle Repair Facilities												AR	AR
Wrecker Service												AR	AR
Agriculture	AG	ER	R-1	R-2	R-3	R-4	NCD	GD	CC	CI	DD	LI	HI
Agriculture Structures	P	AR	AR										
Community Gardens	P	P	P	P	P		AR						
Greenhouses	P	AR	AR										
Horse Farm	P	AR											
Kennel-Commercial	P							AR				P	P
Infrastructure Uses	AG	ER	R-1	R-2	R-3	R-4	NCD	GD	CC	CI	DD	LI	HI
Correctional Facilities												AR	AR
Educational Facilities							GD	P				P	
Essential Services	P	P	P	P	P		P	P	P	P	P	P	P
Hospitals								AR				P	P
Jail												AR	
Mailbox Delivery Facilities	P	P	P	P	P		P	P	P	P	P	P	P
Recycling Drop-off Center	AR											P	P
Refuse Area	AR											AR	AR
Telecommunication Towers & Antennas								AR				AR	AR
Transportation Facilities								AR				P	P
Accessory Uses	AG	ER	R-1	R-2	R-3	R-4	NCD	GD	CC	CI	DD	LI	HI
Accessory Structure	P	AR	P	P	P			P				P	P
Minor Accessory Structure	P	P	P	P	P		AR					P	P
Shed	P	AR	AR	AR	AR		AR					P	P
Park & Open Space Uses	AG	ER	R-1	R-2	R-3	R-4	NCD	GD	CC	CI	DD	LI	HI
Active Recreation	P	AR	AR	AR	AR		P	P	P	P		AR	AR
Campgrounds	P											AR	
Golf Course	P	P	AR	AR	AR		AR	AR	P	P			

Park & Open Space Uses	AG	ER	R-1	R-2	R-3	R-4	NCD	GD	CC	CI	DD	LI	HI
Green Space	P	P	P	P	P	P	P	P	P	P	P	P	P
Greenway	P	AR	AR	P	P	P	P	P	P	P	P	P	P
Neighborhood Amenities	P	P	P	P	P	P	P	P	P	P		P	P
Open Space	P	P	P	P	P	P	P	P	P	P		P	P
Outdoor Recreation Facility	P	AR	AR	AR	AR	AR	AR	AR	P	P		P	P
Passive Parks	P	P	P	P	P	P	P	P	P	P	P	P	P
Playground	P	P	P	P	P	P	P	P	P	P		AR	AR
Plaza	P	P	P	P	P	P	P	P	P	P	P	P	P
Sports Courts/Sports Fields	P	AR	AR	AR	AR	AR	AR	AR	P	P		P	AR
Trail	P	AR	AR	P	P	P	P	P	P	P		P	P

Chapter 5 - Development Standards

5.1 Purpose and Applicability

There are certain uses which, by their nature, have the potential to create adverse impacts on nearby properties. It is the purpose of this section to allow such uses by establishing standards that mitigate the impacts of their design or operation. The specified standards are intended to ensure that these uses fit the vision of the planning areas in which they are permitted and that these uses are compatible with other developments permitted within the planning area.

5.1.1 **Uses Permitted With Additional Standards**

- A. Uses listed in the Permitted Uses Tables in The Planning Areas Chapter 4 as Uses Permitted with Additional Requirements (AR) shall comply with the additional criteria set forth in this section for such uses in addition to other applicable criteria contained in this ordinance.
- B. Approval procedures for uses permitted with additional requirements are found in Chapter 14 – Administration and Procedures.

5.1.2 **General Provisions**

- A. Separation Requirements
 - (1) Separation requirements are included in this chapter for certain uses which, by their nature, tend to have a blighting effect upon surrounding properties when they are permitted to cluster in groups of more than one such use, or when they are located too near adjacent sensitive uses.
 - (2) When separation requirements are established, the distance specified shall be measured as a straight line on a map, not street distance.
 - (3) When separation requirements are established from specific uses, the distance specified shall be enforced from any buildings used for the purpose identified and any off-street parking areas associated with such uses.
 - (4) Any use lawfully operating as a conforming use shall not be rendered nonconforming by the subsequent location of a different use from which a separation requirement is established in this chapter.

5.2 Additional Requirements

5.2.1 **Accessory Building**

- A. Accessory Buildings must utilize the same or similar material to the primary building on the lot in the Estate Residential and Neighborhood Commercial Districts.
- B. A minimum of 10 feet shall be maintained between the principal structure and the accessory building.
- C. An accessory building may also include other uses by the resident, including but not limited to, a garage, a workshop, a home occupation, and other accessory uses permitted within the applicable planning area.

5.2.2 Accessory Structure

- A. Accessory structures must utilize the same or similar material to the primary building on the lot in the Estate Residential and Neighborhood Commercial Districts.
- B. A minimum of 10 feet shall be maintained between the principal structure and the accessory building.

5.2.3 Active Recreation

- A. Residential Districts (ER, R-1, & R-2)

(1) Swimming Pools

- (a) Swimming pools shall be maintained in a clean and sanitary condition and in good repair.
- (b) All swimming pools located in residential districts shall be located in the side or rear yard and shall be setback at minimum of 10 feet from any property line.
- (c) All outdoor swimming pools shall be enclosed by a barrier to prevent unauthorized access by small children and to provide a degree of security. In the case of in-ground pools, this shall be accomplished using a fence or wall not less than four feet in height located not less than four feet from each side of such pool. In the case of aboveground pools, a combination of fence or wall and the water-enclosing wall of the swimming pool may be used, provided that the pool is reasonably secure, and the effective enclosure height is not less than four feet. For all swimming pools, any opening to the swimming pool shall be equipped with a self-closing and self-latching device with locking provisions for keeping the gate or door securely closed at all times when not in actual use.
- (d) Community or Neighborhood pools are allowed but must include the following:
 - (i) Located within a secure barrier or fence no less than four feet in height and securely locked.
 - (ii) Parking shall be provided at 1 space per every 250 sq ft. of pool area.

(2) Outdoor Recreation Facilities

- (a) Sports Parks, Sports Arenas, and other large outdoor recreation facilities require a 30-foot landscape buffer to adjacent property.
- (b) Any outdoor recreation facilities must be located on a collector or minor arterial roadway as determined by the La Vergne Thoroughfare plan or a traffic study completed by a licensed engineer must be submitted and approved by the La Vergne Planning Commission prior to approval.

5.2.4 Adult Oriented Establishments

- A. No adult establishment shall be located within 1,000 feet of any other adult establishment.
- B. No adult establishment shall be located within 500 feet of any single-family home, religious institution, elementary/secondary school, park, or daycare center.

- C. For the purposes of this section, measurement shall be made in a straight line, from the nearest property line on which an adult establishment is located to the nearest property line of the premises of any use listed above.
- D. All requirements in La Vergne Municipal Code, Title 9, Chapter 8 will apply to this section.

5.2.5 Agriculture Structures

Agriculture Structures located in the Estate Residential District, or the Single-Family Residential Neighborhood shall not be permitted on lots less than five acres.

5.2.6 Alternative Financial Services

- A. No alternative financial services business shall be located less than 1,320 linear feet (1/4 mile) from another alternative financial services business measured in a straight line from the closest point of the building to the closest point of the second building. If one or both locations are in a shopping center or strip mall, the measurement shall be in a straight line from the closest point of the nearest interior wall containing the business to the other location's building or interior wall, whichever is applicable.
- B. No alternative financial services business shall be located less than 1,320 linear feet (1/4 mile) from the property line of a property zoned for single-family or multifamily purposes measured in a straight line from the closest point of the building or interior wall to the property line.

5.2.7 Bank/Credit Union/ Financial Services

- A. Bank/Credit Union /Financial Services shall not be allowed a drive-thru facility on site.
- B. Buildings shall be pedestrian-oriented with sidewalks, pathways, and parking located in the rear.

5.2.8 Bar/Tavern

- A. Bars and Taverns shall not be located within 200 feet of any school, church, licensed daycare center, public playground, or park.
- B. Bars and Taverns shall be pedestrian-oriented with sidewalks, pathways, and parking in the rear.

5.2.9 Bed and Breakfast

- A. Such uses shall be located in a detached house (excluding duplex) building type only.
- B. An owner of a bed and breakfast shall reside on the property.
- C. Such use shall not employ more than two full-time employees in addition to the owner/manager.
- D. Such uses shall only serve meals to guests staying at the bed and breakfast.
- E. No detached house less than 3,000 square feet may be used as a bed and breakfast.
- F. Two car parking space shall be provided per bedroom. Permitted on-street parking along frontage of the property may count toward this total.
- G. Stays shall be less than 30 days.

5.2.9 Campgrounds

- A. Primitive Campground. A campground accessible by walk-in, pack-in equestrian, motorized trail vehicles campers. Primitive Campgrounds shall comply with the following: or vehicular traffic where basic facilities may be provided for the comfort and convenience of the camper.
 - (1) Length of Stay. All campers are limited to a 14-day length of stay.
 - (2) Zones. Primitive Campgrounds are allowed in the Agriculture District only.
 - (3) Buffers. Any tent sites shall be located no less than 30 feet from any property line.
 - (4) No RV's or motorized camping trailers shall be allowed.
 - (5) Tree Requirements. Existing Trees shall be left on site, when practical. If there are no trees between campsites at least two trees shall be planted between each campsite.
 - (6) Accessory Uses. Facilities for the comfort and convenience of the camper may be provided such as bathing facilities, flushing toilets, grills, tables, fire pits, fire circles, and refuse collection.
- B. Developed Campground. A campground with two or more campsites, for a camping unit, accessible by walk-in, pack-in, equestrian campers, motorized trail vehicles or vehicular Sites may be substantially developed with tables, refuse containers, flush toilets, bathing facilities, and one or more service buildings. These campsites may have individual water, sewer, and electrical connections. Developed Campgrounds shall comply with the following:
 - (1) Length of Stay. All camping units are limited to a 30-day length of stay.
 - (2) Zones. Developed Campgrounds can be located within Agriculture District, Gateway District, Central Commercial District and Civic District.
 - (3) Buffers. This use shall be screened with a 100-ft wide, opaque, visual buffer next to all property lines.
 - (4) Minimum RV Pad Size. If RV pads are provided, they shall be a minimum of 1,600 square feet. A maximum number of 400 camp sites.
 - (5) Tree Requirement. Existing trees shall be left between all campsites and/or RV pads, to the maximum extent practical. If there are no trees between campsites or RV pads, at least two trees shall be planted between each campsite, tent site or RV Pad.
 - (6) Accessory Uses. Recreational facilities and rural recreation businesses such as zip lines, horse riding trails, arcades, camp stores, small cafes, small offices, or a club house. Such businesses are intended to be of smaller size, intensity, and scale than commercial uses, which would be more commonly found in commercial zoning districts.

5.2.10 Carnivals

- A. Carnivals and circuses shall be permitted in Central Commercial and Civic and Institutional Districts, provided they are operated for a period not exceeding ten (10) days.
- B. A festival may be permitted in any district for a period not to exceed ten (10) days.
- C. The operator of a carnival, circus, or festival shall be subject to the following conditions:
 - (1) Any structures associated with a carnival or circus shall be setback at least 200 feet from any residential zoned lot and any structure associated with a festival shall be setback at least 100 feet from any residential zoned lot.

- (2) Adequate off-street parking area shall be provided on or adjacent to the grounds.
- (3) Site security shall be provided, and the Police Department shall be notified of the dates of the activities.
- (4) All trash and garbage shall be removed from the area.
- (5) All activities shall be conducted within the hours of 9:00 a.m. and 10:00 p.m. on Sunday through Wednesday and 9:00 a.m. to 11:00 p.m. on Thursday through Saturday. Federal Holidays are exempt and may be conducted between the hours of 9:00 a.m. to 11:00 p.m.
- (6) Comply with all fire and safety regulations.

5.2.11 Cemetery

A cemetery in the Central Commercial District, Innovation, or Interchange District shall only be permitted as an accessory to a religious institution.

The planning commission, at its discretion, may require the following for cemeteries or lots adjacent to cemeteries:

- A. Screening – A fence, wall, or evergreen hedge, with a minimum height of 6 feet, shall be erected around the property perimeter of a cemetery with openings only for ingress and egress. Brick, stone, stucco, wood, and metal are all acceptable materials. The evergreen hedge shall be 24"-36" tall at the time of planting and the species must be approved by the City Planner. If development occurs adjacent to a cemetery that does not contain this screening requirement, then the adjacent development must provide the required screening.
- B. Required Yards – No required yard shall be occupied by graves. There shall be a 30 foot wide landscaped or open space buffer yard between the property line and any building, structure, or gravesite. No gravesites shall be placed closer than 30 feet from any property line and at least 30 feet from the right-of-way line for existing and planned public streets. This shall not apply to roads designed for internal circulation within the cemetery. If development occurs adjacent to a cemetery that does not contain this yard requirement, then the adjacent development must provide a 5 foot wide landscaped or open space buffer yard.

5.2.12 Charitable, Fraternal, or Social Organizations

Charitable, Fraternal, or Social Organizations within the Agriculture and the Mixed Residential Neighborhood District must meet the following:

- A. Maximum Occupancy Capacity of 100 people.
- B. Alcohol or Beer License not permitted.

5.2.13 Check Cashing Facilities

See Alternative Financial Services.

5.2.14 Churches

- A. Churches located in the Agriculture or Estate Residential District must be located on a minimum of two acres.

- B. Churches located in the R-1 and R-2 Districts must be located on a minimum of one-half acre (1/2 acre).

5.2.15 Civic Building

- A. Civic Buildings located in the Mixed Residential or Neighborhood Commercial District should be cohesive within the existing neighborhood development and shall be pedestrian-oriented and require the following:
 - (1) Parking located in the rear and adjacent to the principal building.
 - (2) A minimum of a two-story structure incorporating a brick façade with elevations approved by the Planning Commission.
- B. Civic Buildings located in the Gateway District should be destinations and highlight the best aesthetic qualities in the community and shall require the following:
 - (1) Open Space that includes a plaza or other public gathering place.
 - (2) Architectural components incorporated within the structure that are approved by the Planning Commission.

5.2.16 Commercial Primary Uses

- A. Commercial Primary Uses in the Civic and Institutional District shall be individual structures and not shopping center-type facilities.
- B. Commercial Primary Uses in the Innovation and Interchange Districts shall provide a traffic study indicating the impact on the local transportation to the adjacent industrial businesses.

5.2.17 Commercial Recreation

- A. Commercial Recreation Facilities within the Neighborhood Commercial District shall be a minimum of two-stories and be pedestrian-oriented providing parking in the rear and adjacent to the building.
- B. Commercial Recreation Facilities within the Innovation and Interchange Districts shall provide a traffic study indicating the impact on the local transportation to the adjacent industrial businesses.

5.2.18 Commercial, Restricted

- A. Commercial, Restricted services shall only be permitted in storefront and workplace building types.
- B. They shall only be permitted on the ground floor.

5.2.19 Community Gardens

A legal document recording ownership and maintenance shall be provided to the La Vergne Planning Director.

5.2.20 Condominiums

Condominium developments within the Neighborhood Commercial District shall be limited to less than 20 units per development.

5.2.21 Convenience Stores

- A. No convenience store sales business shall be located less than 1,320 linear feet (1/4 mile) from another convenience store sales business measured in a straight line from the closest point of the convenience store sales business building to the closest point of the second convenience store sales business building. If one or both locations are in a shopping center or strip mall, the measurement shall be in a straight line from the closest point of the nearest interior wall containing the convenience store sales business to the closest point of the other convenience store sales business building or the nearest interior wall containing the other convenience store sales business, whichever is applicable
- B. No convenience store sales business shall be located less than 1,320 linear feet (1/4 mile) from the property line of a property zoned for single family or multifamily purposes measured in a straight line from the closest point of the convenience store sales business building or the nearest interior wall containing the convenience store sales business, as the case may be, to the property line.
- C. Convenience stores shall only be permitted on the ground floor.

5.2.22 Correctional Facilities

- A. Correctional Facilities shall be no less than 1,000 feet from any residential district.
- B. Correctional Facilities shall provide a 100 ft buffer to all adjacent properties.
- C. Fencing or another barrier shall be placed completely around the facility.

5.2.23 Data Centers

- A. Data Centers within the Civic and Institutional District shall be pedestrian friendly with parking located in the rear and adjacent to the building.
- B. Data Centers shall provide a plaza or other public gathering place to meet the open space requirements.

5.2.24 Daycare Centers

- A. Any outdoor play space must be enclosed on all sides by building and/or permitted types of walls/fences and may not be located in the front yard. Outdoor play space may not include driveways, parking areas, or land otherwise unsuited for children's play space.
- B. There is no limit to the hours of operation for such facility, but such facilities shall not serve any client on a continuous 24-hour basis.
- C. Such facilities shall meet all applicable requirements of the State of Tennessee.
- D. All day care centers shall provide sufficient stacking lanes for drop-off and pick-up on the site so that traffic circulation is not impeded on any public right-of-way.
- E. Sufficient space must be provided for drop-off and pick-up onsite because no vehicle is allowed to back up into any street.
- F. Must be on a minimum lot size of 20,000 square feet or more.

5.2.25 Duplexes

Duplexes shall be permitted with required design standards.

5.2.26 Educational Facilities

- A. Educational Facilities shall only be permitted on Arterial, Minor Arterial, and Collector roadways as determined by the La Vergne Thoroughfare plan.
- B. A traffic analysis and recommendations shall be provided to the Planning Commission prior to approval.
- C. Mobile classroom units may only be permitted as an accessory structure in the side yard or rear yard.
- D. Pick-up and Drop-off shall be designed so students do not have to cross parking lot lanes, driveways, or streets.

5.2.27 Event Venues

- A. Event Venues shall provide a minimum of a 50 ft buffer between adjacent properties.
- B. Event Venues shall provide adequate parking for the maximum occupancy capacity.
- C. All large gatherings of over 50 people shall not operate between 11:00 p.m. and 6:00 a.m.

5.2.28 Garden Centers

- A. Outdoor storage and outdoor sales are not permitted in required setbacks, fire lanes, drive aisles, required parking areas, or areas intended for pedestrian circulation.
- B. Any outdoor storage other than live vegetation shall be located behind the building and screened from public view and adjacent properties with an opaque fence or wall with a height of at least six feet. Landscaping may be used if a six-foot tall solid evergreen screen is provided at the time of planting.

5.2.29 Gas Stations

- A. No visibly damaged or junk vehicle may be stored outdoors on the property overnight. No vehicle awaiting repair, maintenance, or pick-up may be stored on the property longer than 48 hours.
- B. All outdoor areas where vehicles are stored temporarily shall be considered parking lots. Such parking lots must be located at the rear of the building and must comply with the applicable provisions.
- C. Gasoline service stations shall have a maximum of six pumping stations.
- D. Temporary signage is limited to 2 signs per acre of development.

5.2.31 General Warehousing

No outdoor storage.

5.2.32 Golf Course

- A. Where the golf course abuts a residential zone, a landscape buffer of 30 feet is required.
- B. Safety netting of not less than 32 feet in height shall be placed along the perimeter of the golf course playing areas which abuts any public road frontage.

5.2.33 Greenhouses

- A. Greenhouses in the Estate Residential District and Single-Family Residential District must be located in the rear of the property.
- B. Must be located a minimum of 10 ft from other structures on the parcel.

- C. Must be located a minimum of 30 ft from all property lines.

5.2.34 Greenways

Greenways in the Estate Residential District and the Single-Family Residential District must be located in the front of the parcel unless the greenway falls on an adopted greenway plan.

5.2.35 Group Homes

- A. No such use shall be located within 2,640 feet (or ½ mile) of residential/family care home, residential care facility, or other such use.
- B. Group Homes shall meet all applicable Tennessee General Statutes, rules, and regulations.
- C. Group Homes shall accommodate a maximum of 10 residents and a maximum of 2 residents per bedroom.

5.2.36 Home Occupation

- A. The following home occupations are permitted:
 - (1) Artistic and creative professions, such as artist, author, baker, caterer, event planner, graphic designer, interior designer, recording artist, sewist, songwriter, tailor, or like profession, where business conducted shall be limited to one on-site client at a time. All other client and business contact shall be via phone/internet or off-site.
 - (2) Counseling services that do not provide services to more than two clients at a time; however, this shall not preclude a family counseling session, provided that all other provisions are followed.
 - (3) Office for mobile service provider, such as dog grooming, auto detailing or maintenance, courier service, mobile food vendor, or office for like mobile service, where business conducted shall be limited to one on-site client at a time. All other client and business contact shall be via phone/internet or off-site.
 - (4) Pet sitting that provides at-home services or overnight boarding to no more than two pets at a time and keeps pets mostly indoors.
 - (5) Pet grooming that provides services to no more than one pet at a time.
 - (6) Professional services, such as accountant, architect, attorney, contractor (office only), data entry clerk, engineer, planner, draftsman, information technology consultant, management or financial consultant, real estate agent, insurance agent, or like profession, where business conducted shall be limited to one on-site client at a time. All other client and business contact shall be via phone/internet or off-site.
 - (7) Salespersons, sales agents, and sales representatives provided customer contact is via phone/internet or off-site.
 - (8) Small-scale childcare that does not provide care for more than four children not related to the resident who is operating the business and meets the standards for a Family Child Care Home, as regulated by the State of Tennessee Department of Human Services.
 - (9) Tutoring and instructional services that provide instruction to no more than two pupils at a time.
- B. Personal services other than as permitted above and retail sales from on-site inventory are prohibited as home occupations.

C. Home occupations shall:

- (1) Be located entirely within the principal building and not exceed 25 percent of the total floor area of the principal building. Swim lessons and small-scale childcare home occupations may have outdoor activities that take place in side or rear yards only.
- (2) Be owned and operated by the person residing in the principal building.
- (3) Employ no more than one person who does not reside on the premises.
- (4) Not create traffic or parking congestion, noise, vibration, odor, glare, fumes, or electrical or communications interference that can be detected by the normal senses off the premises.
- (5) Cause no change in the exterior appearance of the existing dwelling or other structures on the premises.
- (6) Not include more than one vehicle not customarily found in a residential district parked on the premises overnight.

5.2.37 Horse Farm

Must be located on no less than 3 acres.

5.2.38 Hospitals

- A. Hospitals located in the Neighborhood Commercial District shall not be more than 20- bed facilities.
- B. Hospitals located in the Gateway District shall provide a master plan that must be approved by the La Vergne Planning Commission.

5.2.39 Independent Living Facility

Independent Living Facilities within the Mixed Residential Neighborhood Area or the Neighborhood Commercial district shall be limited to 20 beds or less.

5.2.40 Indoor Animal Services

The building footprint for indoor animal services shall not be located within 200 feet of a property line of a residential lot but may be reduced to 10 feet if the building is soundproofed.

5.2.41 Indoor/Outdoor Animal Services

- A. The outdoor portion of any indoor/outdoor animal services for:
 - (1) Companion animals shall not take place within 50 feet of a property line of a residential lot; and
 - (2) Farm animals shall not take place within 100 feet of a property line of a residential lot.
- B. The building footprint for any indoor portion of animal services shall not be located within 200 feet of a property line of a residential lot but may be reduced to 100 feet if the building is soundproofed.
- C. Outdoor runs, kennels, and storage areas shall not be visible from streets or adjacent properties.

5.2.42 Jail

- A. Jails shall be no less than 1,000 feet from any residential district.

- B. Jails shall provide a 100 ft buffer to all adjacent properties.
- C. Fencing or another barrier shall be placed completely around the facility.

5.2.43 Junk Yard/Salvage Yard

- A. Any property used for automobile dismantling yards, junk yards, scrap metal processing, or open-air storage of used materials, used equipment and used machinery shall be enclosed with a minimum of an eight (8) feet high solid wall or opaque fence, along with necessary solid gates of like height, maintained straight and in good repair.
- B. No crushing, smashing, or reduction of metal shall be conducted on the premises unless it is conducted without producing substantial amounts of dust and the noise emanating therefrom, as measured from any point on adjacent property, shall be no more audible than the noise emanating from ordinary street traffic and from other commercial or industrial uses.
- C. Stacking of materials other than empty secondhand wooden boxes and crates is not permitted higher than the top of the height of the provided wall/fence.
- D. All motor vehicles stored or kept in such yards shall be so kept that they will not catch and hold water in which mosquitos may breed and so that they will not constitute a place or places in which rats, mice, or other vermin may be harbored, reared, or propagated.
- E. Because of the tendency for salvage yards to promote the breeding of vermin, no such operation shall be permitted closer than three hundred (300) feet from any established residential zone.
- F. All such yards shall be so maintained as to be in a sanitary condition as so as not to be a menace to public health or safety.
- G. A minimum 20 feet landscape buffer is required along the perimeter of the property.

5.2.44 Kennel – Commercial

- A. Solid Fencing is required in the Gateway District around the perimeter of any area in which animals are allowed outdoors.
- B. A 20 feet landscaping buffer is required adjacent to the street.

5.2.45 Light Industrial Uses

- A. In the Gateway District, all structures must be a minimum of three hundred (300) linear feet from any residential dwelling unit on a residentially zoned property, as well as three hundred (300) linear feet from any school or religious institution. Does not apply to LI or HI Districts.
- B. Outdoor storage of goods and materials used in assembly, fabrication, or processing shall not exceed 25 percent of the gross floor area of all buildings on the lot. Does not apply to LI or HI Districts.
- C. Outdoor storage in all districts shall be screened from view from all abutting properties by a landscape screen and/or an opaque privacy fence at least 6 feet in height. Landscaping or shrubs may not be substituted for fence.

5.2.46 Mobile Home

- A. Mobile homes are only permitted if they exist on the effective date of this ordinance. The existing mobile home may be replaced with another mobile home less than five years old, of comparable size or smaller, and placed on a masonry foundation.
- B. All wheels, axles, hitches, lights, and other mechanisms designed for transporting the mobile home shall be removed.

5.2.47 Micro-Brewery

- A. Outdoor storage of goods and materials used in assembly, fabrication, or processing shall not exceed 25 percent of the gross floor area of all buildings on a lot and shall be screened from view from any public right-of-way and from all abutting properties by a landscape screen.
- B. Such uses should include a beverage tasting facility if located in the Neighborhood Commercial District or the Civic and Institutional District.

5.2.48 Minor Accessory Structure

- A. Minor Accessory Structures located in the Neighborhood Commercial District shall be constructed of like materials to the primary structure.
- B. Minor Accessory Structures shall be located at the rear of the property.

5.2.49 Multi-family Residential

- A. Multi-family Residential within the Neighborhood Commercial District must be pedestrian-oriented with sidewalks and pathways connecting to the street and parking located in the rear.
- B. Multi-family Residential shall not be over 20 units within the Neighborhood Commercial District per development. This also includes Townhomes.
- C. All Multi-Family Uses must meet the design standards.

5.2.50 Multiplexes

- A. Multiplexes may be no more than four (4) units per development within the Mixed Residential and Neighborhood Commercial District.
- B. All Multiplex uses must meet the design standards.

5.2.51 Outdoor Recreation Facility

- A. Outdoor Recreation Facilities within the residential districts shall only be permitted as an accessory use to a residential or neighborhood development provided it is or will be controlled by a legal community entity such as a Homeowner's Association or governmental body.
- B. Outdoor Recreation Facilities within the Neighborhood Commercial District shall be pedestrian oriented with sidewalks and pathways connecting to the street and parking located in the rear.
- C. Outdoor Recreation Facilities within the Gateway District shall provide a 20 feet landscape buffer to all adjacent street fronts.

5.2.52 Outdoor Sales

Outdoor sales areas associated with commercial uses shall:

- A. Be located immediately adjacent to the front building facade.
- B. Be limited to no more than one-half of the length of the front building facade. In the case of a shopping center, the outdoor sales area shall be limited to a maximum of one-half of the retail storefront associated with the display area.
- C. Be prohibited in fire lanes, drive aisles, parking spaces, or areas intended for pedestrian circulation.
- D. Maintain a minimum pedestrian walkway of at least five feet in width along the front of the display; and
- E. Take place only on an improved surface such as the sidewalk or pavement.

5.2.53 Outdoor Storage

- A. Permitted only as an accessory use in conjunction with a building. No storage area shall be placed in any building setback area or closer than 40 feet from a street right-of-way.
- B. All areas established for outdoor storage shall be screened from view from any street (public or private) and also from all abutting properties by an opaque landscape screen at least 6 feet in height, or screened by an opaque privacy fence at least 6 feet in height. Wherever security fencing is desired, it shall be placed on the interior side of the screen.

5.2.54 Parking Structure

Where an above-ground parking structure fronts a public street, the ground level shall be screened by retail, office, or multi-family uses, if permitted in the planning area, in such a way that cars are not visible from the sidewalk.

5.2.55 Places of Public Assembly

- A. Places of Public Assembly located in the Agriculture or Estate Residential District must be located on a minimum of two acres.
- B. Places of Public Assembly located in the R-1, R-2, R-3 and NCD Districts must be located on a minimum of one-half acre (1/2 acre).
- C. All places of public assembly shall not have an occupancy capacity over 150 occupants.
- D. No place of public assembly shall operate between the hours of 11:00 p.m. and 6:00 a.m.

5.2.56 Playgrounds

Playgrounds located in the Innovation or Interchange Districts shall be a minimum of 1,000 feet from any structure used for Industrial Uses.

5.2.57 Quarry

- A. General: Resource production and extractive, mining activities and related services industries play a minor role in the overall economy. However, to the extent that natural resources can be used to minimize materials costs for local production activities, as well as provide economic benefits to the community, such activities should be encouraged, provided that the economic benefits are not offset by adverse social, physical, and environmental impacts. This district is intended to accommodate such uses. Specific site

operation and restoration plans are required. Site plans approved by planning commission are contingent on approval by the Board of Mayor and Aldermen.

- B. Resource production and extraction type operations (e.g. of, coal, zinc, limestone, soil, etc.) shall not be located closer than one and one-half (1 1/2) miles to any school site; shall set back at least two thousand (2,000) feet (excavation area) from both churches and property classified as residential within the City of La Vergne.

Site Plan Requirements: The following shall be shown on the site plan:

- (1) Drainage plan (1"=200') showing course of water before and after development; method of channelization of water (e.g. cuts, drainage, swells, earth berms, holding bonds); and, figures showing compliance with the Stormwater Management Ordinance (Program).
- (2) Proposed depth of quarry pit or borrow area.
- (3) Average weight of trucks leaving the site.
- (4) Show and give dimensions of areas which will have change in environment and topography.
- (5) Proposed hours of operation.
- (6) Detailed facilities plan (1"=100'), showing the location of permanent facilities.
- (7) Location of seismic monitors for quarry operation.
- (8) Dimensions of yard and proposed changes of contour elevations.
- (9) Location of proposed stockpile areas.
- (10) On the parcel(s) where the quarry is located, a landscaped buffer area of 300 feet must be shown adjacent to residential zoning.
- C. Prior to approval of a site plan for the development of resource extraction operation the developer shall submit eight copies of an Environmental Impact Statement (EIS) and a Reclamation-Safety Plan, prepared by an independent licensed engineer, approved by the planning commission. The following standard format for Environmental Impact Statements shall be followed:
 - (1) Description of the proposed development.
 - (2) Survey of existing environmental conditions. A survey of existing environmental conditions shall include an informative description of these factors:
 - (a) Slope stability
 - (b) Foundation conditions
 - (c) Terrain
 - (d) Soil erodibility
 - (e) Watershed boundaries
 - (f) Highway and bridge capability
 - (g) Neighborhood character
 - (h) Population density
 - (i) Public facilities - within one and one-half (1 1/2) miles of site
 - (j) Archaeological survey

- (3) Engineering report. An engineering report discussing the details of alternative engineering methods to accomplish the proposed development shall include the following:
 - (a) Cut and fill operation
 - (b) Clearing
 - (c) Removal of ground cover
 - (d) Erosion control measures
 - (e) Buffering plan
 - (f) Blasting procedures and safety measures
 - (g) Reclamation plan (criteria detailed in part 5)
- (4) Assessment of environmental impact. An identification of the nature, magnitude, and extent of all environmental impacts. Each development should be evaluated based on its potential impact on the environment as well as how the environment will impact the project. Specific impacts to be addressed include:
 - (a) Impact on geological features and resources
 - (b) Impact on rock and soil stability
 - (c) Impact on soil erodibility
 - (d) Impact on aquifers, ground water and open streams
 - (e) Impact on plant and animal life
 - (f) Impact on social fabric and community structures
 - (g) Impact on aesthetics and character
 - (h) Impact on existing infrastructure including schools bridges, traffic density and mix, water supply and other utilities
 - (i) Impact and number of persons exposed or affected by pollutants (parts per million) and noise (db), and indicated time and duration.
 - (j) A detailed description of the measures to be taken during the extraction and reclamation process to assure protection of:
 - (i) The quantity and quality of surface and ground water systems, both on and off site, from adverse effects.
 - (ii) The right of present users to such water.
 - (iii) Alternative sources of water at least equal in quantity and quality, and how it would be obtained by the present users if necessary.
 - (k) A list of the steps to be taken to comply with applicable air, water and blasting laws and regulations.
- (5) Reclamation Plan. The reclamation plan shall consist of the following:
 - (a) Use, capability and productivity of land prior to the development.
 - (b) A description of the use which is proposed to be made of the land following reclamation.
 - (c) A detailed description of how the proposed post-development land use is to be achieved.
 - (d) A list of the revegetation, safety and engineering techniques proposed to be used in the reclamation.
 - (e) Certificate of public liability insurance.

- (f) A statement of the consideration which has been given to maximizing the utilization and conservation of the mineral being covered so that re-affecting the land in the future can be minimized.
- D. Extraction operations shall not be allowed in a flood plain area, nor in protection areas or drainage ways. If extraction uses are permitted in an area where slope is 15% to 25%, 40% of the site must remain undisturbed. If the slope is more than 36%, 95% of the site must remain undisturbed. Hill and ridge top areas are to be protected due to the increase runoff and erosion, and, therefore, a minimum of 80% of these areas must be maintained as open space. Clearing activity is restricted to the central area of the hill and ridgetop, except for access, and stormwater drainage must be conveyed to the bottom of the hill by an erosion-resistant channel.
- E. It is not the intent of this ordinance to require that property be zoned H-I for grading activity related to a construction site for a specific project. A preliminary plat, concept plan, or site plan showing proposed development for the entire area to be graded must be approved by the planning commission in order to be considered a normal grading activity. In addition, to be categorized as a normal grading activity, sites must not be classified as a mine or quarry by the Tennessee Department of Environment and Conservation (TDEC), and portable rock crushers, sawmills, and related equipment shall not be operated permanently.
- F. Action by Planning Commission: The Planning Commission shall review an application for a quarry as a site plan submitted.
In any instance where a conditional approval may be granted such approval is continuously subject to compliance with the conditions set out in the grant of approval and any violation shall be deemed a violation of this ordinance to be pursued as set out in Chapter 15 of this Zoning Ordinance.
- G. Additional Provisions:
 - (1) Mining and quarrying operators or landowners shall post a Land Reclamation Bond, as set forth in the fee schedule adopted with the annual budget, per acre for the entire project. The Land Reclamation Bond shall be payable at a local bank within a 50-mile radius of the corporate limits of the City of La Vergne. The bond or irrevocable letter of credit shall be valid for one (1) year and must contain automatic renewal provisions, in language satisfactory to the City Attorney, that provide for automatic renewal, unless the city receives a written notice of non-renewal at least ninety (90) days in advance of expiration.
 - (2) The Codes Department may conduct unannounced site inspections at least three times a year on an unscheduled basis.
 - (3) Measures will be used to reduce dust, and watering equipment will be used during crushing and/or loading when conditions warrant.
 - (4) A fence shall be provided around the perimeter of the property or not less than 25 feet from the outer edge of any excavation that is 10 feet or greater in depth. Such fence shall be a minimum of 8 feet in height and a maximum of 12 feet in height and shall be constructed of visually screening material.
 - (5) Methods proposed for blasting shall not include prohibited “pop shots”.

- (6) All records of blasting shall be maintained for at least two years. These records shall contain:
 - (a) Date and time of blast.
 - (b) Description of explosives and accessories use.
 - (c) Any other information as may be required by the La Vergne Fire Marshal and the State of Tennessee.
- (7) All mining spoils shall be disposed of in such a manner that they will not create a geological hazard or contribute to water pollution through leaking, leaching, or erosion.
- (8) Overburden and topsoil not removed from the site shall be placed and stabilized in a manner that does not create safety hazards or nuisances for adjacent properties.
- (9) When the mining, quarry, and/or excavating operation includes the use of open shafts or tunnels, the entrance to all shafts and tunnels shall be covered, closed off, or otherwise protected against entry during non- working hours.
- (10) All buildings and structures used in conjunction with the extraction and storing of minerals shall be removed from the property following completion of the operation. The Land Reclamation Bond may be used to remove buildings if needed.
- (11) Material used in refilling holes, pits, and excavations shall be of a quality that will not decompose, contaminate, or pollute the groundwater or surface, or cause subsidence either during the operation of the excavation or upon termination of the operations.
- (12) All graded or backfilled areas, or banks shall be covered with topsoil to a depth sufficient to support vegetation and/or other approved cover adequate to control soil erosion.
- (13) Slopes that are steeper than that of the surrounding area shall be acceptable if they are designed by an engineer with the expertise in the field of rock and soils mechanics and licensed by the State of Tennessee.
- (14) All properties operating a quarry shall have a minimum of 60 feet of frontage on at least one adjacent public right-of-way or recorded easement at least 60 feet in width, which provides ingress or egress to public roads.
- (15) A natural area shall be maintained around the perimeter of the property within the district and no grading, removal, or disturbance of native plant material shall be allowed within 500 feet of any perimeter property line of the property within the district or public right-of-way except as required for establishing fencing and berming as provided for herein and for providing a 20-foot-wide access road for the purpose of establishing and maintaining fencing, landscaping, access and/or security patrol.
- (16) Notwithstanding subsection (2) above, greater visual screening is required at any point where the extraction is located within 1,000 feet of a public right-of-way carrying pedestrian or vehicular traffic. In such areas, the visual screen shall not be less than eight feet in height at or near the property line and shall be made up of any combination of the following materials: existing native plant materials, supplementary plant materials, existing grading, berming, and/or fencing.
- (17) A fence shall be provided around the perimeter of the property or not less than 25 feet from the outer edge of any excavation that is 10 feet or greater in depth. Such

fence shall be a minimum of 8 feet in height and a maximum of 12 feet in height and shall be constructed of visually screening material.

- (18) No excavation or extraction of material (other than is required for the installation and maintenance of fences, landscape screens, access points, crossings, or clear vision zones at entry points) shall be allowed closer than 500 feet from the property line.
- (19) All facilities to produce excavated and processed products shall be located at least 500 feet from the property line of any adjoining property that is developed and/or zoned for residential use and at least 50 feet from any public right-of-way on which pedestrian or vehicular access is allowed.
- (20) A triangular clear vision zone shall be provided on the subject property at the intersection of all access points with public roads to provide an area of clear vision of vehicles. The zone shall be defined by a triangle consisting of 200 feet parallel with the public road and 50 feet along the access road or drive measured from the intersection point of the two rights-of-way. A queuing area accommodating four trucks of no less than 2,400 square feet shall be provided between the edge of the public right-of-way and the access point or gate station, whichever is nearest the public right-of-way.
- (21) All walls of the pit or excavated areas shall be maintained in compliance with applicable state and federal safety requirements.
- (22) No building may be placed within 150 feet from the outer limit of a 100-year floodplain. The hours of mining, quarrying, and excavating operations shall be as follows:
 - (a) Drilling – Monday through Friday, 6:00 a.m. to 6:00 p.m.
 - (b) Blasting – Monday through Friday, 8:00 a.m. to 3:00 p.m.
 - (c) Loading and Trucking – Monday through Friday, 6:00 a.m. to 6:00 p.m., and Saturday, 6:00 a.m. to 12:00 p.m. (Noon).
 - (d) Maintenance, crushing, and processing operations – Monday through Friday, 24 hours. Maintenance, crushing, and processing facilities shall use strobe lights for evening operations in place of back-up alarms when permitted by State and Federal law.
 - (e) Under emergency conditions, the Director of Codes shall have the power to enact emergency operational hours. In addition, the Director may also issue a cease and desist on operations if there is imminent risk to health, safety, or public welfare.

5.2.58 Recycling Drop-off Center

Recycling Drop-off Centers shall be located away from frontages and to the side or rear of the building, and at least five feet from any lot line. These uses and sites shall be maintained in clean, safe, and sanitary condition and free of litter, vermin, and odors associated with the items proposed to be stored on-site and to assure operation of the site in conformance with the City's regulations and Codes regarding litter, trash, and garbage. Lots with these uses must remain free of litter, trash, and garbage outside of the structure. No recycling processes, including separation, shall take place unless within a recycling facility. These uses are also subject to the following:

- A. Except for up to two mobile recycling centers per structure, no items may be stored outside at recycling collection centers and recycling facilities, including machinery,

recyclable materials, and/or storage bins not meeting the criteria of a mobile recycling center. One outside dumpster used specifically for trash services shall be allowed, provided it is not used to store items to be used in the recycling activities of the site.

- B. All doors and windows of a recycling facility must be closed when operating compactors or other devices in order to reduce the impact of noise on the surrounding properties.
- C. An opaque fence having a minimum height of 6' must be installed along any property line adjacent to residential or commercial zoning districts.
- D. New recycling collection centers and recycling facilities that are proposed shall be required to submit a site plan to the planning commission to ensure property is in compliance with all current regulations.
- E. A mobile recycling center shall not exceed 40 feet in length or width and must be enclosed in a manner where recyclable materials cannot escape due to wind or other factors, but can still be accessed for removal. Up to two mobile recycling centers may be operated as an accessory use per commercial or industrial structure, and must be located at least 50 feet from residential properties. One mobile recycling center may be operated at a multi-family development and must be located at least 50 feet from lots with a single-family dwelling. Mobile recycling centers are prohibited on lots with a single-family dwelling. In addition, the operator of a mobile recycling facility must be able to produce documentation to the Codes Enforcer upon request showing a regular schedule for pickup of recyclable materials.
- F. Any operations found in violation of this section are not deemed a permitted use, and shall be subject to the appropriate municipal penalty.

5.2.59 Refuse Area

- A. Refuse areas, such as dumpsters, trash compaction, garbage, or recycling collection, and other similar service areas shall be located away from frontages and to the side or rear of the building, and at least five feet from any lot line.
- B. Walls shall be provided to fully screen refuse areas from public view and be no less than six feet in height. The walls shall be opaque and constructed of brick or stone materials that complement the main colors and materials of the associated building they serve.
- C. Gates shall be opaque and designed to complement the wall materials. To allow dumpster gates to remain closed as often as possible, either a pedestrian door, wall offset for pedestrian access, or self-closing gates shall be provided.
- D. Building design or other structural features, such as knee walls, alcoves, or wing walls may also be used to fully or partially enclose site items required to be screened. In cases where only partial enclosure is achieved, the enclosure shall include an opaque gate or door designed to be compatible with the building colors and materials.
- E. Refuse not allowed on ground or outside of the required enclosures for dumpsters.

5.2.60 Rehabilitation Centers

- A. No facility shall allow outdoor seating areas, queues, or customer waiting areas. All activities shall be conducted within the building and adequate indoor waiting areas shall be provided for all patients and business invitees.

- B. The indoor waiting/seating area shall be open to all patients thirty (30) minutes prior to patients being seen.
- C. The facility shall post a conspicuous sign stating that no loitering is allowed on the property. A sign shall also be posted stating that no drugs/medications are stored or distributed on property; and
- D. Provide name and phone number of the community relations contact who will respond to complaints.

5.2.61 Residential Care Facility

Shall not exceed 10,000 square feet of building area in the Civic and Institutional Area.

5.2.62 Retail Establishment

In the Neighborhood Commercial District it shall be permitted in storefront and detached housing building types only.

5.2.63 Security/Caretaker's Quarters

Security and/or Caretaker's Quarters are not allowed in La Vergne.

5.2.64 Self Storage Facilities

- A. The building footprint for a self-storage facility shall not be located within 500 feet of an arterial street; however, a self-storage facility may be closer than 500 feet if it is not visible from the arterial street.
- B. Outdoor storage associated with this use shall comply with the additional regulations listed within this section.

5.2.65 Shed

Sheds located in the Neighborhood Commercial District must be a similar color as the primary residence.

5.2.66 Short-Term Vacation Rentals

- A. Accessory Structures shall not be used as Short-Term Vacation Rentals.
- B. Shall provide off-street parking at a 1 per 4 ratio based on the occupancy rate of the facility.
- C. No events shall be hosted between the hours of 11:00 p.m. and 6:00 a.m.
- D. All Stays must be less than 30 days.

5.2.67 Single Family Residential

Single-family residential in the Gateway District is limited to parcels over two acres.

5.2.68 Sports Courts/Sports Fields

Must have a 30 feet landscape buffer to adjacent residential properties within the Residential Districts, the Neighborhood Commercial District, and the Gateway District.

5.2.69 Telecommunication Towers and Antennas

- A. Applicability

HAM radio antennas are exempt from these requirements.

B. General Requirements

- (1) Towers and antennas may be either principal or accessory uses.
- (2) Towers shall not be artificially lighted, unless required by the Federal Aviation Administration (FAA) or other applicable authority. If lighting is required, then the lighting alternatives and design chosen shall cause the least disturbance to surrounding views.
- (3) Towers and antennas shall comply with current regulations of the FAA, the Federal Communications Commission (FCC), and any other federal or state government agency with the authority to regulate towers and antennas. If those regulations are changed, then the owners of the towers and antennas shall bring them into compliance within the time mandated by the controlling federal or state agency. Failure to bring towers and antennas into compliance with such revised regulations shall constitute grounds for removal of the tower or antenna at the owner's expense.
- (4) Owners or operators of towers and antennas shall:
 - (a) Certify that all franchises required by law for constructing or operating a wireless communication system in the City have been obtained; and
 - (b) File a copy of all required franchises with the City.
- (5) Signs on towers or antennas shall be prohibited, except for those required by regulatory agencies.
- (6) Buildings, equipment cabinets, or structures associated with towers shall comply with all applicable building codes.

C. Separation Distances Between Towers and Off-Site Lots

The minimum separation between a new tower or an existing tower to be modified or rebuilt to a taller height and an off-site lot shall comply with the table below:

Off-Site Lot	Separation Distance
Lot for a House, Modular Home, or Mobile Home	200 feet or 30% of tower height whichever is greater
Lot for a Duplex, Multiplex, Townhouse, Multi-family or Mixed-Use	200 feet or 20% of tower height whichever is greater
Lot in a Nonresidential Planning Area	Minimum setbacks per the applicable planning area district

- *Notes: 1. Tower separation shall be measured from the base of the tower to the lot line of the off-site lot. 2. Measurements shall be measured from the outer perimeter of the towers included in AM array (excluding guy anchors).*

D. Separation Distances Between Existing and Proposed Towers

The minimum separation between a new tower or an existing tower to be modified or rebuilt to a taller height and an existing tower shall comply with the table below:

Tower Type	Lattice or Guyed Tower	Monopole 60 feet in Height or Less	Monopole Greater than 60 feet in Height
Lattice or Guyed	5,000 feet	5,000 feet	1,500 feet
Monopole 60 feet in Height or Less	750 feet	250 feet	750 feet
Monopole Greater than 60 feet in Height	1,500 feet	750 feet	1,500 feet

• *Notes: 1. Required separation distances are measured from the base of the existing tower to the base of the proposed tower. 2. Measurements shall be measured from the outer perimeter of the towers included in an AM array (excluding guy anchors). 3. Additional towers and antennas may be constructed on a lot with existing towers and antennas and their associated structures.*

E. Fall Radius Requirements

Towers shall be located so that there is sufficient radius of land around the tower so that its collapse will be contained on the property where located. A professional engineer licensed under the guidelines of the State of Tennessee shall certify technical documentation concerning the tower fall radius.

F. Aesthetic Requirements

- (1) Towers shall have either a galvanized steel finish or be painted a neutral color to reduce visual obtrusiveness, subject to any applicable FAA standards.
- (2) The design of the buildings, related structures, and equipment cabinets shall use colors, landscaping, materials, screening, and textures that will blend them into the natural setting and surrounding buildings.
- (3) If an antenna is installed on a structure other than a tower, then the antenna and supporting electrical and mechanical equipment shall be of a neutral color that is identical to, or closely compatible with, the color of the supporting structure so as to make the antenna and related equipment as visually unobtrusive as possible.

G. Landscape and Fencing

- (1) In addition to landscape otherwise required, tower facilities shall be landscaped with plant materials that effectively screen the view of the tower compound and ground-based equipment from off-site view.
- (2) Existing mature tree growth and natural landforms on the site shall be preserved to the maximum extent practicable. In some cases, such as towers sited on large, wooded lots, natural growth around the property perimeter may be accepted as effective screening.
- (3) Towers and related appurtenances, such as guy wire anchors, shall be enclosed by security fencing at least six feet in height that shall be equipped with appropriate anti-climbing devices.

H. Application Submittal

- (1) Telecommunication construction plans shall be submitted in accordance with the requirements established by the La Vergne Codes Department.
- (2) An applicant shall provide an inventory of its existing towers, antennas, or sites approved for towers or antennas that are within the City, and towers outside of the City which serve areas within the City, as well as within the coverage area of the proposed tower or antenna, whether within the City or outside its jurisdiction, including specific information about the design, height, and location of each tower.

I. Administrative Final Action

The La Vergne Codes Department may administratively approve the following:

- (1) Telecommunication towers with a height of 60 feet or less, including small cellular potential support structures, that are located on a lot. Small cellular facilities in the right-of-way are subject to the Municipal Code.
- (2) Antennas on existing structures as an accessory use to a nonresidential, mixed-use, or multifamily residential structure of eight or more dwelling units, provided that the antenna:
 - (a) Extends no more than 30 feet above the highest point of the structure.
 - (b) Complies with applicable FAA and FCC regulations; and
 - (c) Complies with all applicable building codes. In the event an antenna can not be a concealed device, the applicant shall provide documentation supporting non-concealment, and
 - (d) Antennas on existing towers for collocation purposes. To minimize adverse visual impacts associated with the proliferation and clustering of towers, collocation of antennas by more than one carrier on existing towers shall take precedence over the construction of new towers, provided such collocation is accomplished in a manner consistent with the following:
 - (i) A tower that is modified or reconstructed to accommodate the collocation of additional antennas shall be of the same tower type as the existing tower, unless the La Vergne Codes Department permits reconstruction as a monopole, or otherwise determines that a different tower type would enhance collocation possibilities.
 - (ii) An existing tower may be modified or rebuilt to a taller height, not to exceed 30 feet over the tower's original height, to accommodate the collocation of additional antennae. The tower's pre-modification height shall be used to calculate distance separation requirements; and
 - (iii) A tower that is being rebuilt to accommodate the collocation of an additional antenna may be moved within 50 feet of its existing location, or elsewhere on the site, as determined by the La Vergne Codes Department. After the tower is rebuilt to accommodate collocation, only one tower may remain on the site. The relocation of a tower shall in no way be deemed to cause a violation of this Subsection.

J. Administrative Appeal

If an administrative final action is for disapproval, then the applicant may file an appeal to the La Vergne Planning Commission.

K. FMPC Final Action

Except for telecommunications towers approved administratively in accordance with this subsection I. Administrative Final Action, all other towers or antennas must obtain approval from the Planning Commission.

L. Approval Criteria

The applicable review body shall consider the following criteria in approving applications for towers and antennas and may impose conditions necessary to minimize adverse effects of proposed towers or antennas on adjoining properties:

- (1) The applicable standards of the zoning district;
- (2) The standards in this Subsection and other applicable standards in this Ordinance;
- (3) Tower or antenna height;
- (4) Surrounding topography;
- (5) Surrounding tree coverage and foliage;
- (6) Proposed ingress and egress; and
- (7) Availability of suitable existing towers, other structures, or alternative technologies that do not require a tower or structure. No new tower shall be permitted unless the applicant submits evidence that meets one of the following criteria that no existing tower, structure, or alternative technology can accommodate the applicant's proposed antenna:
 - (a) No existing towers or structures are located within the geographic area that meets the applicant's engineering conditions consistent with these requirements.
 - (b) Existing towers or structures are of insufficient height to meet the applicant's engineering requirements, or they have insufficient structural strength to support the applicant's proposed antenna and related equipment.
 - (c) The applicant's proposed antenna would cause electromagnetic interference with the antenna on the existing towers or structures, or the antenna on the existing towers or structures would cause interference with the applicant's proposed antenna.
 - (d) The fees, costs, or contractual provisions required by the owner in order to share an existing tower or structure, or to adapt an existing tower or structure for sharing exceed the cost of new tower development.
 - (e) The applicant demonstrates that there are other limiting factors that render existing towers and structures unsuitable; or
 - (f) The applicant demonstrates that an alternative technology that does not require the use of towers or structures is unsuitable. Costs of alternative technology that exceed new tower or antenna development shall not be presumed to render the technology unsuitable.

M. Maintenance

To ensure the structural integrity of towers and antennas, owners shall ensure that they are maintained in compliance with standards contained in applicable building codes and the applicable standards published by the Electronic Industries Association. If, upon inspection, the tower or antenna fails to comply with such codes and standards and constitutes a danger to persons or property, then, upon notice being given, the owner shall have 30 days to bring such tower or antenna into compliance. Failure to do so shall constitute grounds for the removal of the tower or antenna at the owner's expense.

N. Removal of Abandoned Towers and Antennas

Any tower or antenna that is not operated for a continuous period of 12 months or more shall be considered to have been abandoned, and the owner shall remove the same within 90 days of receipt of notice of abandonment from the La Vergne Codes Department. Failure to remove an abandoned tower or antenna within said 90 days shall be grounds to remove the tower or antenna at the owner's expense. If there are two or more users of a single tower, then this provision shall not become effective until all users abandon the tower. A performance agreement shall be established with appropriate financial security to defray the costs of removal.

O. Nonconforming Towers

- (1) Nonconforming towers and antennas approved prior to the effective date of this Ordinance shall be permitted to continue their usage as they presently exist. Routine maintenance shall be permitted. All other construction or improvements must comply with this Ordinance.
- (2) Notwithstanding the section above, Removal of Abandoned Towers and Antennas, nonconforming towers or antennas that are damaged or destroyed may be rebuilt without having to meet separation requirements. Building permits to rebuild the facility shall be obtained within 180 days from the date the facility is damaged or destroyed. If no permit is obtained or if the permit expires, then the tower or antenna shall be deemed abandoned.

5.2.70 Theaters

- A. Theaters seating no more than 150 people are allowed in the Neighborhood Commercial District.
- B. Theaters must be pedestrian-oriented with sidewalks and pathways to the street and parking located in the rear.

5.2.71 Townhouses

- A. Townhouses located in the Gateway District shall be higher density with no less than 5 units per acre with 30% open space on the site.
- B. All Townhouses must meet the design standards.

5.2.72 Transportation Facilities

- A. Transit shelters may be located within any street right-of-way or within an established yard fronting a street but may not be located so as to obstruct the sight triangle.
- B. Transit Shelters must include a bench and be developed with brick or similar materials in the Neighborhood Commercial District and the Gateway District.

5.2.73 Vehicle Repair Facilities

In any district that allows vehicle repair, all repairs shall take place within an enclosed structure.

5.2.74 Vehicle Sales and Rental

- A. Vehicle Sales and Rental shall have a 20 feet landscaped front street yard that does not allow any vehicles within that area.
- B. Used Vehicle Sales shall not be located less than 1,320 linear feet (1/4 mile) from another used vehicle sales business measured in a straight line from the closest point of the used vehicle sales building to the closest point of the second used vehicle sales building. If one or both locations are in a shopping center or strip mall, the measurement shall be in a straight line from the closest point of the nearest interior wall containing the used vehicle sales business to the closest point of the other used vehicle sales business building or the nearest interior wall, whichever is applicable.
- C. Used Vehicle Sales shall not be located less than 1,320 linear feet (1/4 mile) from the property line of a property zoned for single-family or multifamily purposes measured in a straight line from the closest point of the used vehicle sales business building or the nearest interior wall containing the used vehicle sales business, as the case may be, to the property line.

5.2.75 Vehicle Service Facilities

- A. In any district that allows vehicle service, all service shall take place within an enclosed structure. The only exception is car washing or vacuuming.
- B. All parking lots, parking areas and vehicle storage areas associated with these facilities shall include a 10 ft landscape buffer along the entire perimeter.

5.2.76 Vehicle Storage Areas

All Vehicle storage areas and parking lots shall provide the following improvements:

- A. An opaque privacy fence of at least 6 feet in height. The fence shall completely surround the property on all sides.
- B. Full-service restroom facilities located inside a building that is stick-built and constructed using traditionally accepted and Code-compliant construction techniques. Bathrooms must be hooked up to public water and public sewer service. No portalets, Porta-johns, or similar temporary bathroom facilities will be considered as meeting the intent of this ordinance.
- D. Adequate fire protection which may include new fire hydrants, new water lines, upgraded water lines, etc.
- E. Vehicle storage areas will not be allowed in any overlay district.

5.2.77 Wastewater Treatment Facility

Wastewater Treatment Facilities will be located in areas appropriate for the health, safety and welfare of the citizens of La Vergne. Where allowed they shall include a 20 ft landscape buffer along all adjacent street frontage.

5.2.78 Wrecker Service

- A. Any property used for open-air storage of used materials, used equipment, used machinery and/or used or new vehicles shall be enclosed with a minimum eight (8) feet high solid wall or opaque fence, along with necessary solid gates of like height maintained straight and in good repair.
- B. No crushing, smashing, or reduction of metal shall be conducted on the premises unless it is conducted without producing substantial amounts of dust and the noise emanating therefrom, as measured from any point on adjacent property, shall be no more audible than the noise emanating from ordinary street traffic and from other commercial or industrial uses.
- C. Stacking of materials other than empty secondhand wooden boxes and crates is not permitted higher than the top of the height of the provided wall/fence.
- D. A minimum 20 feet landscape buffer is required along the perimeter of the property.

Chapter 6 - Design Standards

6.1 Purpose and Intention

The purpose of this chapter is to provide physical standards and guidelines for site and building design. Design regulations are not intended to replicate existing built form or achieve a specific stylistic result, but to allow imaginative design that respects the neighborhood context. It is the specific intention of this chapter to ensure that development:

- Is compatible with surrounding areas.
- Supports the unique visual character and streetscapes in La Vergne.
- Utilizes architectural styles which respect the existing historic character of the area.
- Spatially defines streets, squares, and parks through careful building placement and site design.
- Encourages walking by orienting buildings to public streets, providing easy pedestrian connections, and bringing activities and visually interesting features closer to the street.

6.2 Applicability & Administration

The standards in this section shall:

- Serve as criteria for the review of the application and decision to approve, deny, or approve with conditions.
- Serve as criteria to evaluate the application and prepare an analysis of the application for the appropriate decision-making board.
- Serve as the basis for the decision-making bodies' deliberations.
- "Shall" and "Must", when used, denote a design requirement. "Should" and "May" denote a design guideline.

6.3 General Site Design Requirements

6.3.1 Standards

A. Pedestrian and Vehicular Access

- (1) The primary pedestrian entry to all storefront and workplace buildings and access to first-floor retail shall face a fronting, primary street. There shall be a connecting walkway from the primary entry to the street.
- (2) Secondary access for all building types may be provided from parking areas located to the rear of a building.
- (3) Large buildings fronting more than one street shall provide multiple building entrances on each fronting street.
- (4) Large buildings fronting a single street shall have multiple entrances on the fronting street.
- (5) Developments that include or front on an existing street must integrate that street into the development. Vehicular access may be from existing or new streets.

B. Building Location and Orientation

- (1) Buildings must front on a public street, pedestrian way, or a dedicated public plaza that is open to a public street.
- (2) A building located at a street intersection shall not have parking, loading, or service areas at the corner.
- (3) Significant Street vistas should terminate in a focal point, such as a distinct building, architectural or natural feature.

C. Fences, Hedges, and Garden Walls

- (1) All Planning Areas: Fences, hedges, and/or garden walls located in front of the building line shall be no greater than three feet in height and fences shall be no more than two-thirds solid. Fences, hedges, and/or garden walls located behind the front building line shall be no greater than six feet in height. Standard chain link fencing is allowed in residential. All commercial uses that utilize fencing must be either black vinyl coated chain link, wrought iron, decorative metal, block, or brick. Wrought Iron fencing is required in the overlay districts except single-family residential developments. Hedges, garden walls, or fences may be built on property lines or as the continuation of building walls. For buildings on corner lots, both facades fronting a street shall be considered a front building line for purposes of fencing, hedges, and garden walls. Utility fencing shall be at an appropriate height to screen any utilities. Governmental uses are exempt from fence requirements.
- (2) Retaining Walls: The maximum height of retaining walls behind the front building line is six feet. In front of the building line the maximum height of retaining walls is three feet. Taller retaining walls may be tiered, with a minimum two-foot separation between walls.

D. Loading/Service Areas, Mechanical Equipment and Utilities

- (1) Loading facilities, loading docks, service doors, and other service areas shall not be located along a primary street-facing façade, nor visible from a park or public open space.
- (2) Mechanical equipment (except small items such as fans and vents), utility meters, storage areas, solid waste containers (including dumpsters, compactors, recycling containers, and solid waste and recycling handling areas), transformers, generators, HVAC units and similar features, or other utility hardware on the building, roof, or ground shall be screened from public view with materials similar to the structure; OR they shall be so located as not to be visible from a primary fronting public street. In certain cases, screening using natural materials may be preferable. Note: Natural screening alternatives must be approved by the Planning Director.
- (3) Screening is not required for electronic vehicle charging stations.
- (4) Off-street parking shall not be located forward of the front façade of the building unless on a corner lot. On a corner lot, parking may not be located in front of the facade on the primary street.
- (5) Underground Utilities: All utilities must be underground from the point of connection.

E. Development Plans with Multiple Buildings

- (1) In order to encourage pedestrian activity, buildings should be grouped together or attached along the primary fronting street or along an internal network of interconnecting streets.
- (2) Building sites should be clustered in order to minimize their impact on the landscape and preserve views and historical features.

F. Public Spaces

Public spaces are required or encouraged in mixed-use, commercial, or employment nodes based upon the requirements of the specific planning area. The design and location of urban open space on a site is an important factor in a successful pedestrian environment. To ensure that the open space is well-used, it is essential to locate and design it carefully in accordance with the following general standards:

- (1) Urban open spaces shall be fronted by streets and buildings to encourage its use and its safety.
- (2) The space shall be located where it is visible and easily accessible from homes and public areas (building entrances, streets, sidewalks).
- (3) The space should be located to take views and sun exposure into account.
- (4) The space shall be well-buffered from moving cars so that users can enjoy and relax in the space.
- (5) The space shall be visible from streets or internal drives but should not be wholly exposed to them.
- (6) The space shall be partially enclosed with building walls, freestanding walls, landscaping, or raised planters to help buffer it and create a comfortable “outdoor room.”

G. Exceptions

Exceptions from the site and building design standards established in this section may be approved by the Planning Director to preserve mature trees and natural features.

H. Sidewalks and Sidewalk Fees In-Lieu

- (1) Sidewalks along streets and internal drives shall comply with applicable standards and placed in either a public right-of-way or a public access easement.
- (2) Sidewalk widths shall, in no case, be less than five feet wide.
- (3) Sidewalk connections shall be provided when:
 - (a) Between each building main entrance and the nearest street or internal drive. These connections shall be placed in a straight and direct route;
 - (b) Between each dwelling unit entrance in a multiplex, townhouse, residential, or multifamily building and the nearest street or internal drive;
 - (c) Between differing uses, such as neighborhood commercial centers or open spaces with residential uses;
 - (d) That connect to existing, planned, or potential future sidewalks or multi-use paths at adjacent property boundaries;
 - (e) That connect to existing or planned private trail systems in adjacent developments, where possible;

- (f) Between open spaces within a development; and
- (g) Between building main entrances and associated parking areas.
- (h) Applicability
 - (i) This section shall apply to Development Plans, Preliminary Plats, Final Plats, and Site Plans.
 - (ii) Payment of fees in-lieu of installing a required public sidewalk may occur only when:
 - a. The timing of the installation of the sidewalk would result in its removal shortly thereafter due to a fully-funded street widening, streetscape project, or other capital improvement, or
 - b. The right-of-way, developing lot, or lot abutting a required sidewalk is not suitable for sidewalks due to floodplain, wetlands, riparian buffers, or naturally occurring slopes exceeding 20 percent.

The determination of whether payment of fees in-lieu are applicable shall be reviewed by the Planning Commission as part of the development plan, site plan, or final plat. If, after consideration by the Planning Commission, a required sidewalk is waived, then a fee-in-lieu shall be required.

Fees in-lieu of sidewalks shall be paid prior to:

- a. Recording the final plat; or
- b. Issuance of a building permit or a land disturbance permit when a final plat is not required.

Fees received pursuant to this Subsection (h) shall be used in accordance with the City Sidewalk Fund.

6.3.2 Guidelines for Development or Redevelopment in Existing Buildings

This section is intended to ensure the compatibility of infill development and redevelopment to surrounding neighborhoods and shall apply to new construction and the expansion of existing buildings. As a means to provide guidance for the design of buildings that integrate well into the context of La Vergne, this section identifies the following key features necessary to ensure compatibility.

- A. Street Frontage: Street trees should be preserved.
- B. Rhythm of Development along the Street: Established building rhythms along street frontages should be continued. Larger buildings can be integrated into smaller-scale neighborhoods by creating repetitive bays with facade articulation.
- C. Building Orientation: Main entrances, and other primary building façade elements should be oriented toward the street. Courtyard buildings should orient main entrances toward courtyards that open to the street and serve as a semi-public extension of the public realm.
- D. Front Setback Patterns: Established building setback patterns should be continued as practical. Deep front setbacks can compromise the pedestrian realm.
- E. Building Form: Massing, proportion, scale, setbacks, spaces between buildings, and their relative positions should be used to integrate new development into existing streetscapes.
- F. Density: Density should increase closer to mixed use and commercial nodes.

- G. Building Design: Buildings should be designed to respect the existing built environment, but not be explicit reproduction of past historical styles.

6.4 General Building Design Requirements

This section shall apply to all buildings, excluding the detached house and accessory structure building types.

6.4.1 Standards

The design of buildings should be complementary with prevalent architectural features of the surrounding neighborhood, especially in areas where patterns established by recurring architectural features are well-documented and valued.

A. Building Height

- (1) Building height, as established in each respective planning area, is measured as the number of stories in a building. A story is a habitable level in a building.
- (2) The following elements shall not be calculated as stories:
 - (a) Under-roof areas less than seven feet clear height with dormers.
 - (b) Unoccupied residential attics less than seven feet above the eaves.
 - (c) Raised basements less than four feet exposed at the lowest grade at the front façade.
 - (d) Mezzanines
- (3) Building height is measured from the finished floor elevation of the façade facing the street to the ridgeline or the highest point of the roof (where there is no ridgeline), excluding chimneys and basements, excepting raised basements described above. Unless specifically stated elsewhere in this ordinance, the height requirements established in this ordinance shall not apply to:
 - (a) Building elements (such as church spires, belfries, cupolas, domes, parapets, etc.) which are not intended for human occupancy.
 - (b) Mechanical penthouses which are set back at least 20 feet from the front elevation of the building.

B. Form and Massing

- (1) Franchise architecture, where buildings are stylized in an attempt to use the building itself as advertising, is not permitted.
- (2) For large scale buildings, the front façade shall create repetitive bays, or the façade shall be divided into an asymmetrical, yet balanced, composition.
- (3) Buildings on a corner or axial terminus should be designed with additional height or architectural embellishments to emphasize their location.
- (4) Building design shall take the natural topography of the site into consideration. Construction techniques shall be used to have the least amount of impact on sites with a slope greater than 15 percent. Examples of such techniques include avoiding excessive cut and fill on site during construction, building into the slope (if topography

permits), terracing the building and site improvements to match topography as closely as possible, and controlling water runoff.

- (5) Structured parking shall be screened in such a way that cars are not visible from the sidewalk in front of the building. Locating structured parking at the interior of the block surrounded by buildings is the preferred method.
- (6) Large scale single-use buildings, such as parking garages, athletic arenas, and big box retail stores, should be located behind two story liner buildings or above a one-story storefront.

C. Facade Articulation

All building facades visible from a public street or park/open space shall have:

- (1) A recognizable base, distinguished from the body of the building by features such as, but not limited to:
 - (a) thicker walls, ledges, or sills.
 - (b) Visually heavier materials (such as brick, stone, tile, or other masonry) than those used on the body of the building; and/or
 - (c) Lighter or darker colored materials, mullions, panels, or planters.
- (2) A recognizable top, occupying the highest portion of the building and distinguished from the body of the building by features such as, but not limited to:
 - (a) A dimensional cornice capping the top of a building wall.
 - (b) Different materials or differently colored materials.
 - (c) A roof overhang with brackets; and/or
 - (d) Stepped parapets. Parapets shall be proportional to the height of the building.
- (3) Large building facades shall be modulated through the use of repetitive bays separated by piers or columns, the use of reveals or recesses in the surface of the wall itself, the placement of window and door openings, or the placement of balconies, awnings, canopies, and sunshades.

D. Materials

- (1) Materials shall be selected for suitability to the type of building and design for which they are used.
- (2) Piecemeal embellishment and frequent changes in material should be avoided.
- (3) All sides of the building should use materials consistent with those on the front if visible from public streets or neighboring properties and should be carefully designed with similar detailing, comparable quality, and compatible materials.
- (4) Building materials and colors shall be:
 - (a) Complementary to the materials already being used in the neighborhood, or
 - (b) If dissimilar materials are being proposed, other characteristics such as scale, proportion, form, architectural detailing, color, and texture shall be used to ensure that the building relates to the rest of the neighborhood.
- (5) All facades visible from a public street or park/open space shall utilize high-quality finish materials including, but not limited to:
 - (a) Brick, masonry, or stone
 - (b) Integrally tinted, textured masonry block

- (c) Stucco
- (d) Wood or cementitious siding
- (e) Glass, Stucco or EIFS system finishes may be used as secondary materials but should not be greater than 25 percent of a facade.
- (6) Where any sloped roofs and structural canopies are used, they shall be covered with:
 - (a) Asphalt shingles
 - (b) Clay tile
 - (c) Slate
 - (d) Concrete tile
 - (e) Ribbed metal
 - (f) Wood shakes or shingles
- (7) The color of roof stacks, flashing, vents, power exhaust fans, and metal chimney caps shall blend with the roof colors. They shall extend above the roof only the minimum required by the building code and located on the rear of the roof whenever possible.
- (8) Materials used only on one face of a structure, which give the impression of “thinness” and artificiality, are prohibited. Brick/stone needs to turn corners a minimum of 12".
- (9) Contrasting quoins are prohibited.
- (10) Vinyl siding is prohibited on all building types except on Detached House and Townhouse building types. However, it is strongly discouraged on these building types.

E. Architectural Details

- (1) Windows and door openings shall be arranged and proportioned so that vertical dimensions dominate horizontal dimensions. To the extent possible, upper story windows shall be vertically aligned with the location of windows and doors on the ground level, including storefront or display windows.
- (2) Architectural treatments which create the appearance of false entrances facing the street are prohibited. Faux windows and doors are prohibited. Visible false fronts are prohibited.
- (3) Architectural elements like openings, sills, bulkheads, columns, and other architectural features shall be used to establish human scale at the street level.
- (4) Fenestration shall be architecturally related to the style, materials, colors, and details of the building.
- (5) When a mansard roof has dormers, they shall project out from the roof.
- (6) The main entry to a building should be emphasized at the street level. Appropriate methods include, but are not limited to:
 - (a) Recessing the door within a larger cased opening.
 - (b) Flanking the door with columns, decorative fixtures, or other details.
 - (c) An awning or canopy, providing a sheltered transition to the interior.
- (7) Interior walls should butt to mullions rather than to exterior windows and dropped ceilings should not obscure any portion of a window.

6.5 Specific Building Type Requirements

6.5.1. Detached House (Single Family)

Detached houses are dwelling units with open yards, including modular homes but not including manufactured homes, mobile homes, or recreational or motor vehicles. Examples of detached homes are single-family residences. Single family homes require permit approval but do not have specific design standards.

6.5.2. Townhouse

A townhouse building type consists of a structure that contains two or more dwelling units placed side by side sharing a party wall. Each unit has its own exterior entrances. Units are typically aligned close to the public sidewalk, although sometimes there are variations in setback to provide landscaping or variety in the streetscape. A small rear yard or courtyard is provided for each unit as private open space.

All townhouse type buildings are subject to the Individual Building process and Design Review Board approval.

- A. Each unit shall have a separate exterior entrance that includes a porch, stoop, courtyard, or similar element which provides a transition from the public sidewalk to the private space within the building or unit.
- B. Complexes with multiple townhomes shall arrange the buildings to front the streets or to frame common open space and amenities.
- C. The first floor shall be taller than upper floors.
- D. Townhouses shall not have front-loaded garages.
- E. All Townhouses shall include 80% of the façade as brick.

6.5.3 Attached House (Duplex, Triplex, Quadplex)

Attached houses have the outward appearance of detached houses but accommodate two, three, or four completely separate dwelling units within one building. Duplexes, triplexes, and quadplexes are examples of attached houses. Duplexes, triplexes, and quadplexes may be located on a single lot of record or subdivided for individual sale.

Duplexes and all attached houses are subject to the Individual Building Process and Design Review Board approval.

- A. Attached houses shall face a street or pedestrian way and have a walkway connecting the front of the house to a pedestrian way or the street.
- B. Where home designs are repeated in new development, materials, color, and detailing should be varied to distinguish between houses. All facades must be 80% brick.
- C. Complexes with multiple attached houses shall arrange the buildings to front the streets or to frame common open space and amenities.
- D. Roofs shall be simple forms such as hip, shed, or gable and shall avoid excessive articulation. No flat roofs shall be permitted.
- E. The following requirements apply to attached house building types with attached garages.

- (1) In all planning areas, attached garages with street-facing doors shall have a maximum width of 25 feet.
- (2) The street-facing doors shall be no wider than 10 feet each.
- (3) In all planning areas, except as stated below, the front setback of a street-facing, attached garage or carport shall be recessed a minimum of 10 feet behind the front façade of the house and shall be a minimum of 20 feet behind the front property line; except if the house has a porch with a depth of at least six feet extending along a minimum of 60 percent of the front façade (excluding garage width), the attached garage shall be a minimum of 10 feet behind the front of the porch, but not in front of the front facade.

6.5.4. Multi-Family (Apartments, Condominiums, Flats)

Multi-family buildings incorporate more than four dwelling units within one building. These buildings are a minimum of two stories with parking typically located behind the buildings or underground. Examples of multi-family buildings include apartment complexes and condominiums. All multi-family buildings are subject to the Individual Building process and Design Review Board approval.

- A. The first floor shall be taller than the upper floors.
- B. Building and outdoor unit entrances on the first floor shall face the street and include a porch, stoop, courtyard, or similar element which provides a transition from the public sidewalk to the private space within the building or unit. Units above the first floor may be accessed from a common stairwell. Common stairwells shall also have access from the fronting street. Exterior corridors fronting the street are not allowed. All Units must have two exits and must include a porch, patio, or balcony.
- C. Complexes with multiple buildings should arrange the buildings to front the street or to frame common open space and amenities. Windows must be included in the front façade facing the street.
- D. Entrances should be differentiated architecturally to create a sense of human scale. The façade shall be composed of 80% brick. No flat roofs are permitted.
- E. Multi-family buildings with storefront facades on the first floor fronting primary public streets may be considered storefront buildings.
- F. Each Multi-Family Development must include an open space element of no less than 20% of the total property. These open space features may be amenities and outdoor space for the residents.

6.5.5 Mixed Village Housing (Village Walkup, Village Courtyard)

Mixed Village housing includes well-scaled buildings designed to fit within the context of surrounding residential or mixed-use neighborhoods. These buildings are a minimum of two stories, include individual or shared entrances, and provide walkable access to nearby destinations. Examples of Mixed Village buildings include walkup and courtyard dwellings, as described below. All Mixed Village buildings are subject to the Master Plan or Individual Building processes as well as Design Review Board approval.

- A. Village Walkup: Small-scale buildings comprised of 4-12 units that typically feature a shared entrance or corridor.

- B. Village Courtyard: Small-scale buildings comprised of 10-18 units arranged around a courtyard and including individual or shared entrances.
- C. Features:
 - (1) Sites with multiple buildings shall arrange the buildings to front the street and to frame common open space and amenities. Village Courtyard buildings must include a courtyard, and courtyard proportions shall feature a maximum of 2:1 or minimum 1:2 height-to-width ratio. Courtyard depth shall be at least one times the width but not exceed two times the width of the courtyard opening.
 - (2) Entrances should be differentiated architecturally to create a sense of human scale.
 - (3) Building and outdoor unit entrances on the first floor shall face the street or courtyard and may include a porch, stoop, or similar element which provides a transition from the courtyard area/public sidewalk to the private space within the building or unit. The primary pedestrian entrance to end unit(s) of courtyard buildings shall face the primary fronting street. Units above the first floor shall be accessed from an interior stairwell. Entrances to common stairwells shall also have access from the courtyard or the fronting street. Exterior corridors fronting the street are not allowed.
 - (4) Generally, parking shall be located behind the building where required.

6.5.6. Live/Work

Live/work units combine commercial and residential uses within a single dwelling unit of two or more stories. All units must be constructed to meet the commercial building code standards. At least 50 percent of the heated floor area must contain the residential dwelling unit(s).

Live/work buildings are subject to the Individual Building process and Design Review Board approval. *

- A. Each unit shall have a separate exterior entrance that includes a porch, stoop, courtyard, or similar element which provides a transition from the public sidewalk to the private space within the building or unit.
- B. Live/work units shall arrange the buildings to front the streets or to frame common open space and amenities.
- C. The first floor shall be taller than upper floors.
- D. Live/work units shall not have front-loaded garages.
- E. Roofs: Roof forms shall not be flat.

6.5.7. Institutional

Institutional buildings are typically used for public or semi-public purposes. These buildings must be designed appropriately to fit within neighborhoods as integral parts of the community. Institutional buildings serve as places of assembly. They have a sense of prominence within their respective neighborhoods. Their uses may include churches, libraries, post offices, and schools. All institutional buildings are subject to the Individual Building process and Design Review Board approval.

- A. The scale and architectural sophistication of these buildings should support their civic importance and complement La Vergne's existing civic buildings.

- B. Complexes with multiple institutional buildings should arrange the buildings to front the streets or to frame common open space and amenities.
- C. Elevators shall be required for any structures over one story.

6.5.8. Workplace

The workplace building type may have either single or multiple uses or tenants. Office, industrial, and commercial tenants are typical. Southern mill villages provide examples of how these buildings can reasonably coexist with other businesses and homes. Workplace buildings are crucial to the town as employment centers and commercial service locations. They provide space for industry and offices. All workplace buildings are subject to the Individual Building process and Design Review Board approval.

- A. Multiple-story buildings with office, industrial, or commercial uses on all floors are typical workplace buildings. Residential tenants on upper floors are permitted.
- B. At least 65% of the first-floor facade between 2'-0" and 10'-0" above grade facing the primary streets must be transparent. At least 30% of the upper floors' facades between 3'-0" and 120'-0" above finished floor must be transparent.
- C. Off-street parking areas are located behind the building or underground.
- D. The first floor shall be taller than upper floors and lower floors should be differentiated architecturally to create a sense of human scale.
- E. Main entrances shall be distinguished architecturally from the remainder of the building.
- F. Major building entrances that provide access to the primary use of the building shall be distinguished from the entrances used for secondary uses.
- G. The principal entrance to a building, and any ground floor tenant space entrance shall front the primary public street or a public open space such as a square, plaza, courtyard, or pedestrian way.
- H. Secondary uses and entrances may be located off a rear parking area.
- I. Large buildings fronting multiple streets shall provide entrances from each street.

6.5.9. Storefront

Storefront buildings may accommodate either single or multiple uses or tenants in a single building. A group of storefront buildings may be combined to form a mixed-use neighborhood center. Individual storefront buildings shall be designed to accommodate commercial/retail uses on the first floor, though office or residential uses are permitted. Upper Floors are appropriate for office or residential use. They are a minimum of two stories, typically are aligned adjacent to the public sidewalk and include a high percentage of transparency in the ground level façade to encourage pedestrian activity. All storefront buildings are subject to the Individual Building process and Design Review Board approval.

- A. The first floor facing the primary streets shall be designed to accommodate retail uses.
- B. At least 65% of the first-floor facade between 2'-0" and 10'-0" above grade facing the primary streets must be transparent. At least 30% of the upper floors' facades between 3'-0" and 120'-0" above finished floor must be transparent.
- C. The first floor shall be taller than upper floors and lower floors should be differentiated architecturally to create a sense of human scale.
- D. Buildings elements shall have a dominant vertical proportion.

- E. All buildings shall provide street level, pedestrian-oriented, active uses on principal street fronts.
- F. Large buildings fronting multiple streets should provide entrances from each street.
- G. Major building entrances that provide access to the primary use of the building or a central lobby shall be distinguished from the entrances used for secondary uses.
- H. The principal entrance to a building, and any ground-floor tenant space entrance, both functionally and architecturally, shall front the primary public street or a public open space such as a square, plaza, courtyard, or sidewalk.
- I. Secondary uses and entrances may be located off a rear parking area.
- J. For Storefront buildings located in the Neighborhood Commercial District:
 - (1) The ground floor of the building must be used as commercial or retail use.
 - (2) Roofs: Roof forms shall not be flat.
 - (3) Transparency: At least 50% of the first-floor facade between 2'-0" and 10'-0" above grade facing the primary streets must be transparent. At least 30% of the upper floors facades between 3'-0" and 37'-0" above finished floor must be transparent.
 - (4) Materials: Building design shall use materials consistent with rural vernacular architecture, as illustrated in the Rural Area Plan precedent images.

6.5.10. Commercial

A. Compatibility with Surroundings

Building forms should be tailored to fit within the existing topography and site features as much as possible. In most cases, buildings are not viewed in isolation, but rather in the context of other buildings. While architectural style may vary, buildings of a proposed development shall be compatible with surrounding buildings with regard to massing, scale, proportion of openings, roof types, types of glazed openings, and degree of detail.

B. Materials

The use of materials and colors compatible with buildings adjacent to a site is required. The use of materials and colors on buildings and structures, which are along arterial streets, are to create a unified appearance.

The following are acceptable as primary exterior materials: brick, stone, and glass and glazing.

The following are acceptable as secondary exterior materials: tile, stucco, EIFS architectural pre-cast, ground face masonry, and engineered fiber cement products (e.g. James Hardie products).

The following are acceptable as accent materials: standard block, metal, vinyl, and any other material not specifically allowed as a primary or secondary material.

For non-residential developments, 75% of any building façade that is visible from a public street is required to be finished with primary exterior materials. At least 50% of the entire

building is required to be finished with primary exterior materials. No more than 10% of the entire building may be finished with accent materials.

6.5.11. Industrial

Industrial Building Types require permit approval but do not have specific design standards.

6.5.12. Agriculture

Agriculture Building Types require permit approval but do not have specific design standards.

6.5.13. Accessory Structure

Accessory Structure types must follow planning area requirements for specific areas. Accessory Structures require permit approval and are subject to the following design standards:

A. Compatibility with Surroundings

Accessory structures should be tailored to fit within the existing topography and the primary structure.

B. Materials

Accessory Structures must utilize the same materials at the primary building.

6.6 Renovation of Existing Structures

All new construction, including changes to existing storefront, workplace, institutional, townhouse, live/work, or attached house building types must comply with these regulations.

Changing or rebuilding 50 percent or more of any façade of a building, requires the entire building to comply with the design regulations that are specific to facades, except the requirement for two-story buildings.

Changing or rebuilding less than 50 percent of any façade of a building requires only that façade to comply.

All new openings, including windows, entrances, storefronts, and doorways must be designed in accordance with these regulations.

Any addition of 50 percent or more of the first-floor area of a one-story building requires the entire building to come into compliance with the design regulations. Additions of less than 50 percent of the floor area of the buildings less than 5,000 square feet do not need to comply with the regulations for building height. In general, additions to two-story buildings shall be two stories. Exceptions will be made if there are topographic constraints. One-story addition to two-story buildings may only be built if the addition is on the rear of the building and does not front on a street or pedestrian way.

Routine maintenance and repair are exempt from these requirements.

Chapter 7 - Parks and Open Space

7.1 Purpose & Intention

7.1.1 Purpose & Intention

It is the intent of this chapter to:

- Ensure that new development provides centrally located, unencumbered land as improved park space for resident use.
- Preserve rural views, significant hardwood forests, wildlife habitats, and watersheds in pristine form.
- Conserve areas which are inappropriate for development because they contain stream buffers, floodplains, or steep slopes.
- Incorporate urban open space and plaza design that responds to the unique conditions of the site.

7.1.2 Open Space and Parks

- A. Open Space: Open space are those areas set aside and protected from development.
- B. Parks: Parks, a type of open space that are a publicly accessible and set aside for public use and recreation.

7.2 Park Standards

7.2.1 Standards for All Parks

- A. Location
 - (1) Land for parks shall be located so as to serve the needs of the residents of the neighborhood or the residents of the immediate area within which the development is located.
 - (2) Required Park spaces shall provide focal points for developments and the City.
- B. Topography
 - (1) The average slope of land for active recreation shall not exceed 7.5 percent.
 - (2) The average slope of land for passive recreation shall not exceed 15 percent.
- C. Shape & Dimensions
 - (1) The shape and dimensions of required parks shall be usable for the recreational activities proposed, as determined by the Planning Commission.
 - (2) All parks shall have at least 50 feet of frontage on at least one public street within the development.
- D. Accessibility

All parks shall be conveniently accessible to all residents of the development.

E. Unity

Where the amount of required park area is $\frac{1}{2}$ acre or less, such park area shall be dedicated as a single parcel of land, except where two or more parcels are necessary to meet the mile accessibility requirement above, or where it is determined by the Planning Director that two or more parcels would be in the public interest.

F. Minimum Amenities

- (1) Public seating areas shall be provided which are appropriate to the intended use of the park area (e.g. benches and/or durable chairs may be appropriate for formal/active spaces; garden wall seats and landscape terraces may be appropriate for informal/passive spaces).
- (2) Garbage receptacles are required at each public entrance and gathering space.

7.2.2 Types of Parks and Public Spaces

All parks shall be designed in accordance with the requirements of one or more of the eight park types established in this section.

A. Neighborhood Park

Neighborhood parks are protected natural spaces that provide opportunities for active and passive recreation. They may include ball fields, tennis courts, basketball courts, fitness areas, paths, trails, meadows, waterbodies, woodland, open shelters, performance areas and other recreational amenities. Requirements:

- (1) Parks should be designed for both passive and active recreational use.
- (2) A minimum of 0.5 linear feet of seating shall be provided for every 1,000 square feet of neighborhood park area.
- (3) At least 25 percent of the park area shall be dedicated to active recreation purposes such as playgrounds, tennis courts, ball fields, volleyball courts, etc.
- (4) Neighborhood parks shall be a minimum of half of a contiguous acre in size.

B. Plaza

A plaza is an open area adjacent to an institutional, multi-family, workplace, or storefront building. Plazas function as gathering places and may contain a variety of intermittent activities such as vendors and display stands. Plazas can add vitality, promote security, and draw people to ground level retail. Incorporate seating, special paving, special landscaping, and focal features such as public art into urban open spaces. Articulated and differentiated paving patterns can direct circulation, seating designed as a part of raised planters can provide shade in small urban plazas, and public art can create a sense of place. Requirements:

- (1) Generally, the shorter dimension of a plaza should be less than three times the height of surrounding buildings.
- (2) Plazas shall be at least partially paved with brick, concrete, permeable pavers, or similar material and may include areas of crushed stone.
- (3) Natural elements should be included in all plazas. A landscape plan should be submitted.

- (4) Buildings adjacent to plazas shall promote and accommodate outdoor activity with balconies, arcades, terraces, decks, and courtyards for residents' and workers' use and interaction.
- (5) Plazas should provide an appropriate amount of seating, as determined by the Planning Director. A portion of outdoor café seating areas may contribute to meeting this requirement.
- (6) Plazas should provide art, sculpture, or fountains that people can touch. Include fountains for visual attraction, to screen traffic noise, and for cooling effects.
- (7) Trash containers shall be conveniently located within the plaza.
- (8) Plazas shall be leveled, stepped, or gently sloping (less than 3 percent grade).

C. Square / Green

Squares and greens are open spaces that are spatially defined by building frontages and/or landscaping. They provide space for unstructured recreation and civic purposes.

Requirements:

- (1) Squares and greens shall be paved with brick pavers or similar material, or partially paved with areas of soft landscape and crushed stone.
- (2) Where adjacent to street ROW's, squares and greens shall be planted parallel to such ROW's with one tree species a minimum of 10 feet and a maximum of 30 feet on center.

D. Close

A close is a front space for buildings interior to the block. The close is a superior alternative to the cul-de-sac, as the focus is a green rather than vehicular paving. Requirements:

- (1) A close may be used in a residential or commercial area.
- (2) Closes may be designed with only pedestrian access, or they may have a roadway loop around the green area.
- (3) If a roadway loop for cars is included, the paved area used for cars shall not exceed 50 percent of the total area of the close.

E. Playground

Playgrounds provide permanent play equipment within sunny and shaded play areas for children as well as shelters with benches for parents. Playgrounds may be built within squares or parks or may stand alone within a residential block. Requirements:

- (1) Playing surfaces shall be covered in sand, wood chips, or other equivalent material.
- (2) Paths and walkways shall be paved in concrete, pervious pavers, crushed stone, brick pavers, or similar material.
- (3) Playground equipment shall be equivalent to the standards established by the Consumer Products Safety Commission and ASTM for playgrounds.

F. Community Garden

A community garden is a grouping of garden plots available for small-scale cultivation, generally to residents of nearby neighborhoods.

Community gardens must include garden sheds for the storage of gardening equipment and access to a water source unless the Planning Director determines that site constraints prohibit such facilities.

G. Pedestrian Passageways

Pedestrian passageways are relatively narrow public spaces between buildings, allowing pedestrian access from rear parking areas to the public sidewalk. These passageways can be attractive, successful locations for store entries, window displays, and cafe seating.

Pedestrian passageways may be covered or uncovered, shall be a minimum of six feet in width and paved.

H. Greenway

Greenways are corridors of protected open space managed for conservation and recreation purposes, often following natural land or water features. Greenways include pathways for walking and cycling which are separated from vehicular traffic, providing commuters who use the greenways a viable active transportation alternative. Greenways link commercial areas, parks, cultural features, and historic sites with each other and with neighborhoods. Requirements:

- (1) **Minimum Width:** All greenways shall be a minimum of 10 feet wide within a dedicated right-of-way or public easement of at least 20 feet. Greenway connectors shall be a minimum of 6 feet wide.
- (2) **Paving Standards:** All greenways and greenway connectors (except Boardwalk Trails) shall be paved with 2 inches of machine-laid asphaltic concrete surface with a 6-inch aggregate base over compacted soil.
- (3) **Greenway Stubs:** Greenway stubs must extend to the neighboring property line in locations that are easily accessible for future connectivity through adjacent parcels.
- (4) **Topography:** Greenways and connectors should be designed to fit the contours of the land and should minimize removal of significant trees.
- (5) **Accessibility:** All greenways shall be designed to accommodate a variety of users including walkers, joggers, cyclists, and rollerblades.
- (6) **Public Access:** All greenways, greenway connectors, and neighborhood trails shall be maintained for public access whether by easement or by public dedication.
- (7) **Amenities:** Greenways shall provide amenities, such as drinking fountain(s), trash receptacles, bike rack(s), and pet station(s),
- (8) **Drainage and Erosion Control:** Greenways must have a minimum cross slope of two percent (2%) to adequately provide for drainage. Slope should be in one direction instead of crowning. On curves, the cross slope should be towards the inside of the curve. In addition, to ensure proper stormwater runoff and trail longevity, catch basins with drains and underground culverts may be required. Natural ground cover should be preserved on each side of the path for erosion control.
- (9) **Bridges:** Railings or barriers shall be provided on both sides of a greenway bridge and must be a minimum of 54 inches high. The ends of railings must be offset away from the adjoining path to minimize the danger of cyclists running into them. Bridge decks

shall be designed for a live load of 85 pounds per square foot (psf). Concrete decks must have bicycle-safe expansion joints. Wood decks must have smooth joints and be laid at least 45 degrees to the direction of travel.

- (10) Clearance: The vertical clearance from obstructions (e.g., tree limbs, street overpasses, etc.) shall be a minimum of eight feet. A minimum clearance of 10 feet shall be required where the passage of maintenance vehicles is expected.

7.3 Open Space Standards

7.3.1 Standards for all Open Space

The location, nature, configuration, and use of the open space shall be determined by the following regulations and criteria:

A. Location

- (1) Primary Conservation Areas: Primary conservation areas have been determined as inappropriate for development because they contain stream buffers, flood plains, or slopes greater than 20 percent. Dedication of open space shall include all primary conservation areas and designate any additional open space for preservation as necessary to attain the minimum required percentage of open space.
- (2) Additional Open Space: Additional required open space may lie within other protected areas but shall be subject to all applicable provisions of this ordinance as well as any applicable State or Federal regulatory jurisdiction. The following criteria should be considered in the conservation of open space beyond primary conservation areas:
 - (a) Proximity or relationship to other open space within or outside the proposed development.
 - (b) The presence of significant natural features (rock outcroppings, forests, ponds, streams, upland areas, etc.), viewsheds, wildlife habitats, trails, and/or community farms and gardens.
- (3) Non-Contiguous Open Space Areas: The open space requirement for a development may be met by property that is not contiguous with the development, nor owned by the applicant, as long as a 10 percent minimum requirement for open space is met on-site and the non-contiguous property is approved by the Planning Director. The Planning Director will consider the following factors in approving/disapproving the use of non-contiguous property to meet the minimum open space conservation requirement:
 - (a) Size and location of utility and/or road rights-of-way on the property.
 - (b) Legal or practical restrictions to the development of the property.
 - (c) Size of the property.
 - (d) Location of the property in relation to roads or other open space.
 - (e) The number of non-contiguous properties proposed; and
 - (f) Environmental conditions on the property.

- (4) Utility Easements: Easements for overhead public utility transmission lines shall not be considered for required open space areas.
- (5) All open space must be publicly accessible unless the land's biological features and conservation values as determined by the Planning Director or their designated administrator are deemed to require protection.

7.4 Ownership and Maintenance

7.4.1 Ownership of Parks and Open Space

- A. Permitted Ownership Entities: Parks and open space shall be separately deeded to one of the following:
 - (1) The City of La Vergne (upon acceptance by the Board of Mayor and Alderman),
 - (2) Rutherford County,
 - (3) A non-profit land trust or conservancy,
 - (4) A homeowner's association, or
 - (5) A private owner.
- B. Ownership Conditions:
 - (1) Non-public ownership strategies (i.e., ownership by non-profit land trust or conservancy, a homeowner's association, or a private owner) must be accompanied by a long-term maintenance plan. Maintenance plans must be deemed to be financially viable by the City Attorney or their designated administrator. Plans must be approved and contracts, easements, funds, etc. established prior to recording of any Final Plat approval by the City of La Vergne.
 - (2) Ownership by a non-profit land trust or conservancy must be recorded by contract in a form approved by the City.
 - (3) Ownership by a homeowner's association or private owner must be accompanied by a permanent conservation easement placed upon the land. Each conservation easement must be accompanied by a stewardship endowment properly funded by the developer and held by the conservation easement holder. At a minimum the endowment must cover annual monitoring, reporting, and maintenance costs.
 - (4) The City reserves the right to designate a third party to maintain, manage, and/or hold ownership of any parks and open space land dedicated to the City.
- C. Property Description:
 - (1) A metes and bounds description of the park or open space and limits on its use shall be recorded on the development plan, in homeowner covenants, and on individual deeds when open space lands are not held entirely in common.

7.4.2 Maintenance of Park and Open Space

- A. Cost and Responsibility: Unless accepted for dedication or otherwise agreed to by the City of La Vergne, another unit of government, or a private non-profit land conservancy, the cost and responsibility of maintaining park or open space and any associated facilities shall be borne by the property owner. Long-term maintenance plans must include and maintain

a long-term funding plan acceptable to the Planning Commission that can only be used for maintaining the subject area. Failure to maintain the park or open space in compliance with the long-term maintenance plan will subject the violator to the penalties listed in Section 15.

- B. Maintenance of Designated Open Space Areas: Natural features shall be maintained in their natural condition, but may be modified to improve their appearance, functionality, or overall condition, at the discretion of the Planning Director in consultation with experts. Permitted modifications may include:
- (1) Reforestation,
 - (2) Woodland management,
 - (3) Pasture or cropland management,
 - (4) Buffer area landscaping,
 - (5) Stream bank protection, and/or
 - (6) Wetlands management.

Chapter 8 – Parking and Driveways

8.1 Purpose and Intention

Parking lots and similar facilities are necessary elements in the urban environment. While it is expected that on-street parking will contribute substantially to parking needs, sufficient off-street parking must also be provided to serve the particular needs of the building(s). The purpose of this section is to ensure that development in La Vergne:

- Provides adequate parking without degrading the urban or natural environment.
- Limits curb cuts which interrupt the continuity of the streetscape environment and the pedestrian walking experience.
- Uses internal streets and alleys to access centrally located, shared parking lots or structures with one entry/exit per block face.
- Incorporates permeable parking surfaces and porous pavement to reduce stormwater run-off.

8.2. Applicability

The provisions of this section shall apply to all new and expanded developments, as well as any changes in use.

8.3 Type & Amount of Parking

8.3.1 Amount Required

Permanent off-street parking is required subject to the table below. If required, parking shall be provided at the time of construction, alteration, enlargement, establishment or change of use of any building or land, except as provided in Section 8.3.2. The following table details the required parking ratios by major land use type. All area calculations use gross leasable area (GLA). Calculations which result in a fraction of a space shall be rounded up to the next whole number. For uses not covered in this table, the parking requirements shall be those of the most similar use as determined by the Planning Director.

Table 8.1 Parking Requirements

Use Type	Auto-Parking Minimum
Residential (Single Family)	4 spaces per unit
Residential (All Other)	4 spaces per unit for all dwellings except a gated apartment complex with a minimum of 50 units.
Residential (Gated Apartment Complex with a Minimum of 50 Units)	For each dwelling unit with 1 bedroom, 1.75 spaces shall be provided with any fraction of a space rounded to the next higher number.

	For each dwelling unit with 2 or more bedrooms, 1.1 spaces shall be provided for each bedroom with any fraction of a space rounded to the next higher number.
Commercial (excluding retail)	4 spaces per 1000 square feet of commercial use
Retail	4 spaces per 1000 square feet of commercial use
Civic/Institutional	2 spaces for every 8 seats in the main assembly area
Schools	2 spaces per classroom
Industry/Wholesale/Storage	1 space for every 1,000 square feet

8.3.2 Exceptions to Parking Requirements

- A. Where motor vehicle access is provided between adjoining non-residential sites and the operating hours of adjoining uses do not significantly overlap, the uses may share up to 50 percent of required parking spaces. Shared use of motor vehicle parking shall be guaranteed by a contract or other legally binding document.
- B. Off-site parking is allowed wherever Parking as a Principal Use is permitted. Off-site parking must be 1/4 mile or less, measured along the pedestrian access route, from the primary structure requiring the parking.

8.4 Parking Lot Design Standards

8.4.1 General Design Principles

Off-street parking areas should be designed to minimize breaks in the pedestrian environment along the public street and create safe and comfortable passage for pedestrians. The following standards shall therefore be met.

- A. Curb cuts must be minimized in width and number.
- B. Parking Lots should be placed behind buildings when possible.
- C. Uninterrupted areas of parking lot shall be limited to 36 spaces. Large parking lots shall be broken by buildings and/or landscape features.
- D. To maintain pedestrian comfort and to calm the speed of entering traffic, driveways to parking areas should not exceed 24 feet in width (two lanes) or 14 feet in width (one lane), except those with turn lanes.
- E. Adjoining parking lots serving non-residential and multi-family buildings shall be interconnected.
- F. Parking, loading, and other vehicular access shall occur at mid-block of secondary streets or via an alley, to the extent practical.
- G. Parking areas shall not abut pedestrian-oriented street intersections or institutional buildings, be adjacent to squares or parks, or occupy lots which terminate a vista.
- H. Off-street parking areas shall be designed to facilitate adequate movement and access by sanitation, emergency, and other public service vehicles without posing a danger to pedestrians or impeding the function of the parking area.

- I. Off-street parking areas shall be designed so that parked vehicles do not encroach upon or extend onto public rights-of-way, sidewalks or strike against or damage any wall, vegetation, utility, or other structure.
- J. All paved parking areas shall be curbed using a standard curb meeting City of La Vergne Public Works Standard Specifications. Curbs and lowered curbs may be used with the approval of the City Engineer to permit sheet flow drainage into rain gardens or other bioretention areas as part of an alternative engineered storm water retention system.
- K. All parking lots, regardless of surfacing, shall retain stormwater on-site or drain to a catch basin in a public street. Low impact stormwater management devices (such as pervious paving, bioretention areas, vegetated landscape islands, and the use of absorbent landscaping) are encouraged for all parking areas. Parking areas should be organized to provide consolidated landscape areas as opportunities for passive stormwater management.
- L. Parking may not interfere with sightlines for vehicles or pedestrians.
- M. Suitable paving materials for off-street parking areas include but are not limited to, asphalt, porous asphalt, concrete, porous concrete, and paving blocks.
- N. See Section 8.5 for additional standards regulating driveways to off-street parking areas.

8.4.2 Structured Parking

- A. When above-ground structured parking is located along a road right-of-way, the first two floors adjacent to the right-of-way shall be lined with a permitted building type for the planning area in which it is located. If the structured parking fronts multiple rights-of-ways or pedestrian ways, the Planning Director may determine a hierarchy and the extent to which buildings shall line each.
- B. All structured parking should be screened so as not to be visible from a public street or park/open space. Locating structured parking at the interior of the block, surrounded by buildings, is the preferred method.

8.4.3 Parking Space Dimensions

Each parking space shall be no less than 10 ft wide and 20 ft long.

8.4.5 Pedestrian Access

Parking lots shall be designed to allow pedestrians to safely move from their vehicles to the building. On small lots (thirty-six spaces or less), this may be achieved by providing a sidewalk at the perimeter of the lot. On larger lots, parking rows shall be oriented perpendicular to the main building entrance(s) and corridors within the parking area should channel pedestrians from the car to the perimeter of the lot or to the building. These corridors shall be delineated by a paving material that differs from that of vehicular area. The use of small posts or bollards is encouraged to provide additional separation of pedestrian and vehicular corridors.

8.4.6 Parking Lots

Adjoining parking lots serving non-residential and multifamily uses shall be interconnected according to the following standards:

- A. At least one connection “stub” shall be provided at all lot lines that are coincident for at least 60 feet.
- B. All connection(s) shall be at least 20 feet wide and permit two-way vehicular circulation.
- C. The connection(s) shall align with any previously established connection(s) on an adjacent property.
- D. The connection(s) shall have a slope of no greater than 15 percent.
- E. The connection(s) shall not be placed where a building on an adjacent property would hamper traffic movements within the parking lot.
- F. The connection(s) shall be placed in an area which will not require the removal of significant natural features such as wetlands or trees with a caliper of 6 inches or more.
- G. An easement for ingress and egress to adjacent lots through the connection(s) shall be recorded by the property owner with the County Register of Deeds in the form of an easement document.
- H. In the event these conditions create an undue hardship, or if such connections would create undesirable traffic flow, the Planning Director may modify or adjust the connection requirements as appropriate.

8.5 Driveways

Any use which requires a driveway (lowered or cutaway curbs, for purposes of ingress or egress) shall be subject to the provisions of this section. All new driveways must be approved by the city and/or TDOT, as appropriate. Driveways connecting to a right-of-way shall be reviewed and approved as part of a subdivision or site plan approval, or as an independent Building Permit.

8.5.1 Number

Maximum Permitted Number: For Detached House, Attached House, Live Work, and Townhouse building types only one driveway shall be permitted per lot except that a duplex, triplex, or quadplex on a corner lot may have one driveway on each fronting street.

8.5.2 Location

- A. Visibility
 - (1) Driveways shall be located at a point along the frontage where it is possible for drivers of vehicles entering the street to see in both directions along the traveled way far enough to allow entering the roadway without creating a hazardous situation.
 - (2) A 15-foot by 15-foot sight distance triangle shall be maintained at all intersections between driveways and streets. Within the sight distance triangle, no fence, wall, sign (except regulatory and street name signs), embankment, landscaping or structure shall be placed, erected, or maintained which will obstruct visibility between two and ten feet, vertically.
- B. Minimum Separation: All driveways shall have a minimum separation from certain features as follows:

Table 8.2 Minimum Separation Requirement

Fire Hydrants, Street lights, benches, and trash receptacles	3 feet
Internal Sidewalk or other Pedestrian/Bicycle Path	5 feet
Another Driveway	15 feet
Street Intersection (point of intersection of extended curb lines)	50 feet

8.5.3 Width

- A. To maintain pedestrian comfort and calm the speed of entering traffic, driveways for parking in all residential areas except a gated apartment complex with a minimum of 50 units shall be a minimum of 14 feet in width and shall not exceed 28 feet in width. Each driveway to residence(s) must be at minimum of 22 feet in length measured from the back side of the sidewalk (side away from the road) to the front of the garage door.
- B. To maintain pedestrian comfort and calm the speed of entering traffic, driveways for parking in a gated apartment complex with a minimum of 50 units shall be a minimum of 14 feet in width and shall not exceed 28 feet in width (2 lanes) or 14 feet in width (1 lane), except those with turn lanes required. Each driveway to residence(s) must be at minimum of 22 feet in length measured from the back side of the sidewalk (side away from the road) to the front of the garage door.

Chapter 9 - Landscaping

9.1 Purpose & Intention

The purpose and intent of this ordinance is to establish minimum standards for the preservation of existing and the planting of new trees and shrubbery in order to:

- Better control soil erosion.
- Protect and improve the existing tree canopy in order to enhance the health and quality of life of citizens.
- Maintain or increase the tree cover in all areas of the planning jurisdiction.
- Preserve and enhance the natural environment.
- Provide habitat resources to native plants and animals.
- Ensure compatibility between vegetation and adjacent infrastructure or utility systems.
- Reduce the hazards of flooding.
- Balance preservation of tree canopy with recognition of private property rights.

9.2 General Provisions

9.2.1 Review for Compliance

Review for compliance with this Chapter shall occur at the time of submittal of development plans, site plans, and preliminary plats.

9.2.2 Landscape Plan

A landscape plan that demonstrates how landscape will be planted on a development site shall be submitted as a part of a site plan application. Additional landscape plantings may be required by the Stormwater Management Ordinance.

9.2.3 Minimum Landscape Surface Area

Development sites and lots shall have a minimum LSA acreage according to the table below:

Table 9.1 Landscape Surface Area

District	Minimum Landscape Surface Area (LSA)
Agriculture (AG)	70%
Estate Residential (ER)	60%
Residential - (R-1)	50%
Mixed Residential (R-2)	40%
Mixed Use Residential (R-3)	40%
Planned Development Residential (PDR)	30%
Neighborhood Commercial District (NCD)	20%
Downtown District (DD)	20%
Gateway District (GD)	20%
Central Commercial District (CC)	10%

Innovation District (LI)	20%
Interchange District (HI)	20%

9.3 **Overall Required Plantings**

All Non-Residential Developments shall be required to meet the following requirements for Landscaping.

9.3.1 **Street Yard**

- A. The minimum landscape area must include 1 canopy tree (2.5 Caliper) or 2 understory trees (1.5" Caliper) per each 25 feet of road frontage of the lot.
- B. Trees may be clustered to provide visibility but must be located within the front setback area of each district.
- C. All Commercial Developments shall have a minimum of 15 shrubs (minimum 18" high).

9.3.2 **Parking Areas**

- A. Landscape Islands
 - (1) Surface parking areas of 20 spaces or more shall provide landscape islands that:
 - (a) Are placed at maximum intervals of every ten parking spaces and at the end of each row of parking spaces.
 - (b) Provide a minimum width of at least eight feet and the same length as adjacent parking spaces.
 - (c) Contain one canopy tree within a landscape island that spans one parking space length: and
 - (d) Contain two canopy trees within a landscape island that spans two parking space lengths.
 - (2) Additionally, surface parking areas of 100 or more spaces shall be organized into a series of smaller modules, no more than four parking bays wide, separated by a landscape island that:
 - (a) Is a minimum of eight feet wide, or 17 feet wide if accommodating a sidewalk that connects a building main entrance with its associated parking area.
 - (b) Runs the length of the parking bay.
 - (c) Contains a minimum of two canopy trees.
- B. Perimeter Landscape

Perimeter landscape shall screen the view of surface parking areas from streets and adjacent properties with an opaque screen, excluding required sight clearances at driveways and ingress/egress locations.

 - (1) A perimeter planting strip shall:
 - (a) Be located along the perimeter of a surface parking area and maintain a minimum average width of six feet, as measured from the outer edge of the parking area.

- (b) Contain a continuous hedge composed of a double staggered row of evergreen shrubs and deciduous shrubs with a minimum planting height of 30 inches and planted three feet on-center. Up to 25 percent may be deciduous.
 - (c) Include three canopy trees per 100 linear feet of the perimeter of the total parking area. Clustering is permitted. In areas where overhead utilities prevent the use of canopy trees, understory trees may be substituted.
- (2) A perimeter planting strip shall not be required when:
 - (a) A parking area is contiguous to a required buffer and the screening intent of this Section is met; or
 - (b) A parking area is contiguous to another parking area that is on an adjacent property.

C. Fences and Walls

The width of a perimeter planting strip may be reduced to three feet when a fence or wall is provided that meets one of the following:

- (1) An opaque brick or stone wall of between three and six feet tall shall be located along the perimeter of the parking area adjacent to the right-of-way; or
- (2) A decorative metal fence of between three and six feet tall shall be located within the planting strip, supplemented with evergreen shrubs planted between the fence and the property line. The shrubs shall be 30-inches high and planted three feet on-center.

D. Buffers

Landscape Buffers may be required by the Planning Commission or Design Board anywhere that a use has Additional Requirements within a planning area or district. Buffers are also required along all detention ponds.

- (1) Minimum Width: For a landscape screen, a minimum 15-foot-wide pervious space shall be provided, unless based on site conditions another width is deemed appropriate by the Planning Director.
- (2) Minimum Required Landscaping:
 - (a) A minimum of six large maturing trees and 40 shrubs shall be planted for each 100 linear feet of landscape screen area to provide continuous coverage.
 - (b) Trees shall be a minimum 50 percent evergreen.
 - (c) Shrubs shall be a minimum 75 percent evergreen.
- (3) Existing Vegetation: Existing vegetation located in the required landscape screen area may be counted toward the minimum required landscaping for landscape screens provided it is approved by the Planning Director.

9.4 Installation & Maintenance Standards

All trees and shrubs required by this ordinance shall meet the planting specifications provided below.

9.4.1 General Standards

- A. Quality of Plantings: All new plant material shall be of good quality, installed in a sound, workmanlike manner and meet the standards set forth in the American Standard for Nursery Stock by AmericanHort.
- B. The contractor shall warrant all new plant material as follows: Twenty-four (24) month warranty period for all other plantings. A maintenance bond shall be submitted to the Planning Director.
- C. Soil Compaction: Installation and construction practices shall be utilized which preserve existing topsoil or amend the soil to reduce compaction.
- D. Staking and Groundcover: All trees shall be properly guyed or staked and mulched (3–4-inch layer) in accordance with accepted practices in the landscape industry, to prevent winds from loosening the roots.
- E. Chain Link Fencing: Chain link and similar fencing materials, if used, shall be landscaped on their exterior side with evergreen shrubs minimum three feet in height and six feet on center at installation.
- F. Sight Distance Triangles: No plants shall be planted within the sight distance triangle at an intersection, or driveway access points unless an unobstructed view between 30 inches and 72 inches in height is maintained.
- G. Overhead Utility Lines: Public and private utilities which install overhead and underground utilities shall be subject to this ordinance and the industry's best pruning and trenching specifications. Where large maturing trees are required and overhead utility lines exist, small maturing trees planted one per 30 linear feet shall be substituted with the approval of the Planning Director.

9.4.2 Planting Specifications

The following documents inform this ordinance's standards and shall apply to all proposals:

- A. Tree Specification List: This document contains a list of approved species permitted to be considered for proposals.
- B. Shrub Specification List: This document contains a list of approved species permitted to be considered for proposals.

9.4.3 Time Limits

All landscape, including mulching and seeding, shall be completed in accordance with the approved development plan, site plan, preliminary plat, or building permit prior to issuance of a certificate of occupancy, unless a performance agreement and surety is in place.

9.4.4 Maintenance

- A. The property owner shall be responsible for the maintenance of all required landscape areas on the lot.
- B. Street trees shall be maintained in accordance with this Chapter and the Municipal Code.
- C. Homeowners associations (HOAs) and property owner associations (POAs) are responsible for the maintenance of open space lots and medians associated with the development. Street trees associated with the development with a specified HOA or POA shall be maintained in accordance with this Chapter and the Municipal Code.

- D. Landscape areas shall be maintained in accordance with the approved landscape plan and shall present a healthy and orderly appearance free from refuse and debris.
- E. All plant life shown on an approved landscape plan used to meet a minimum standard of this Ordinance shall be maintained thereafter in a healthy growing condition and shall be replaced if it dies, is seriously damaged, or removed.
- F. Plants shall be maintained in a way that does not obstruct sight distances at intersections of streets or internal drives or driveways, obstruct traffic signs or devices, and/or interfere with the use of sidewalks or pedestrian trails.
- G. All required trees and shrubs used for screening purposes and buffering shall be maintained in their characteristic natural shape, and shall not be severely pruned, sheared or topped. Required trees shall not be shaped as shrubs. Trees and shrubs required by this Ordinance that have been severely pruned, sheared, topped, or any trees shaped as shrubs that no longer meet their intended function shall be considered damaged vegetation in need of replacement and shall be replaced within one year.

Table 9.2 Tree Specification List

Canopy Trees	
Common Name	Scientific Name
River Birch	Betula nigra
Princeton American Elm	Ulmus americana
Allee Elm	Ulmus parvifolia
Athena Elm	Ulmus parvifolia
Drake Elm	Ulmus parvifolia
Ginkgo	Ginkgo biloba (male)
Golden Raintree	Koelreuteria paniculata
Black Gum	Nyssa sylvatica
Sweetgum	Liquidambar styraciflua
Seedless Honey Locust	Gleditsia triacanthos cultivars
American Hophornbeam	Ostrya virginiana
American Hornbeam	Caprinus caroliniana
European Hornbeam	Carpinus betulus and cultivars
Katsura Tree	Cercidophyllum japonicum
Littleleaf Linden	Tilia cordata
Silver Linden	Tilia tomentosa
Red Maple	Acer rubrum and cultivars
Southern Sugar Maple	Acer barbatum
Sugar Maple	Acer saccharum and cultivars
English Oak	Quercus robur
Northern Red Oak	Quercus borealis

Overcup Oak	Quercus lyrata
Pin Oak	Quercus palustris
Red Oak	Quercus rubra
Sawtooth Oak	Quercus acutissima
Scarlet Oak	Quercus coccinea
Shumard Oak	Quercus shumardii
Swamp White Oak	Quercus bicolor
Water Oak	Quercus nigra
White Oak	Quercus alba
Willow Oak	Quercus phellos
Aristocrat pear	Pyrus calleryana "Aristocrat"
Cleveland Select Pear	Pyrus calleryana "Cleveland Select"
Chinese Pistache	Pistacia chinensis
Japanese Pogodatree	Sophora japonica
Dawn Redwood	Metasequoia glyptostroboides
Japanese Zelkova	Zelkova serrata
Yellowwood	Cladrastis kentukea

Canopy Trees (Under Overhead Powerlines)	
Common Name	Scientific Name
Autumn flowering cherry	Prunus subhitell var. autumnalis
Okame Cherry	Prunus campanulata
Yoshino Cherry	Prunus yedoensis
Crapemyrtle	Lagerstroemia indica cultivars
Flowering Dogwood	Cornus florida and cultivars
Kousa Dogwood	Cornus Kousa and cultivars
Thornless Cockspur	Crataegus crusgalli var. Hawthorne inermis
Winter King Hawthorne	Crataegus viridis "Winter King"
Sweetbay Magnolia	Magnolia virginiana
Amur Maple	Acer ginnala
Hedge Maple	Acer campestre
Trident Maple	Acer buergerianum
Golden Raintree	Koelreuteria paniculata
Redbud	Cercis canadensis
Serviceberry	Amelanchier species

Landscape Buffer Trees	
Common Name	Scientific Name

Atlas Cedar	Cedrus atlantica
Deodar Cedar	Cedrus deodara
Eastern Red Cedar	Juniperus virginiana
Leyland Cypress	Cupressocypariss leylandii
Carolina Hemlock	Tsuga caroliniana
Canadian Hemlock	Tsuga canadensis
American Holly	Ilex opaca
Foster Holly	Ilex attenuata "Fosteri"
Southern Magnolia	Magnolia grand flora
Loblolly Pine	Pinus taeda
Virginia Pine	Pinus virginiana
White Pine	Pinus strobus

Table 9.2 Shrub Specification List

<u>Deciduous Shrubs</u>	
Common Name	Botanical Name
Glossy Abelia	Abelia x grandiflora & cultivars
Red Chokecherry	Aronia arbutifolia & cultivars
Japanese Barberry	Berberis thunbergii & cultivars
Flowering Quince	Chaenomeles speciosa
Flowering Forsythia	Forsythia x intermedia
Oakleaf Hydrangea	Hydrangia quercifolia & cultivars
Finetooth Holly	Ilex serrata
Winterberry	Ilex verticillata
Virginia Sweetspire	Ilex virginica
Beauty Bush	Kolkwitzia amabilis
Viburnum	Viburnum species & cultivars

<u>Evergreen Shrubs</u>	
Common Name	Botanical Name
American Boxwood	Buxus sempervirens
Chinese Hollies	Ilex cornuta cultivars
Dense Yew	Juniperus chinensis
Japanese Holly	Ilex crenata
Meserveae hybrid Hollies	Ilex x meserveae
Otto Luyken & Schip Laurel	Prunus laurocerasus
Leatherleaf Mahonia	Mahonia bealei
Chinese Juniper	Juniperus chinensis

Chapter 10 - Lighting

10.1 Purpose

All exterior lighting shall be designed and installed to maintain adequate, safe illumination levels in public areas and on private lands, utilizing durable light fixtures and minimal mounting heights that minimize objectionable off-site glare. The purpose of this chapter is intended to reduce the problems created by improperly designed and installed outdoor lighting. It is intended to eliminate problems of glare, minimize light trespass, and help reduce the energy and financial costs of outdoor lighting.

10.2 Applicability

10.2.1. General

Unless exempted, the provisions of this section shall apply to multi-family residential, nonresidential, commercial, industrial, and mixed-use development.

10.2.2. Public and Private Lighting Distinguished

For the purposes of this section, public light poles and fixtures shall refer to lighting intended to illuminate rights of way or streets and private lighting fixtures shall refer to lighting intended to illuminate private parking areas and access drives.

10.3 General Standards for Exterior Lighting

10.3.1. Lighting Plan Required

A Lighting Plan shall be submitted with an application for a site plan. The Lighting Plan shall include a scaled layout of the site showing the location of lights, the height and type of proposed fixtures, and a footcandle diagram extending to and including all adjacent driveways, rights of way, easements, etc. Such plans shall be prepared and certified by a licensed electrical engineer.

10.3.2. Illumination Direction

With the exception of public and security lighting provided by the local Utility Systems, all lighting shall:

- A. Be arranged to minimize glare and reflection upon adjacent lands.
- B. Be aimed or directed to preclude light projection beyond immediate objects intended to be illuminated.
- C. Not distribute light onto surrounding lands beyond an angle of 35 degrees from a vertical plane.

- D. Use low-wattage architectural lighting for upwardly directed lighting intended to illuminate structures or landscape elements.
- E. All pole lights shall be directed toward the ground. No portion of the bulb or the globe/glass/plastic surrounding the bulb shall protrude from the light box/housing. The shoebox style fixture shall be used unless it can be shown that a different style would be equivalent to or better than these requirements.
- F. All ground-mounted lights, whether used to illuminate a building or a sign, shall be designed to minimize light that does not illuminate the target area. Blinders, or some other type of protectors, may be required to be placed on the lights so as to direct the beam away from adjacent properties, right of way, access easements or driveways.
- G. Floodlights and spotlights shall be selected, located, aimed, and shielded so that direct illumination is focused exclusively on a portion of the building façade or other intended site feature and away from adjoining lands or the rights of way. Such lighting shall be installed in a fixture that is shielded so that no portion of the light bulb extends below the bottom edge or above the top edge of the shield and the main beam from the light source is not visible from adjacent lands or adjacent right of way.

10.3.3. Equipment and Location:

- A. Public lighting poles or light standards shall be of a type approved by the local Utilities System. The final installation location and quantity of all streetlights shall be determined by the City of La Vergne.
- B. Private lighting poles may be located within landscaped areas of planting islands, but in no such instance shall poles be located in a manner that conflicts with required landscape such as canopy trees.
- C. Ground-oriented, pedestrian-scale lighting is encouraged as an alternative to pole-mounted fixtures, particularly along pedestrian walkways.
- D. All lights and/or light fixtures in public and private areas must be LED.

10.3.4. Maximum Lighting Height:

- A. Public Lighting Fixtures in Nonresidential Areas: The height and style of public lighting fixtures serving nonresidential uses shall be exempt from the standards in this subsection.
- B. Private Lighting Fixtures in Non-residential Areas: Private Fixtures shall not exceed thirty (30) feet in height, measured from finished grade to highest part of fixture or pole assembly. Light fixtures shall not exceed twenty (20) feet in height within fifty (50) feet of single-family residential dwelling units or vacant single-family residentially zoned land that is either platted, has a Preliminary Plat or Site Plan approval that has not expired.

10.3.5. Shielding Canopies

Lights located under gasoline service station canopies, canopies for bank automatic teller machines, and other such similar canopies shall be recessed into the structure ceiling and shall use light shields so as to prevent glare. No portion of the bulb or the glass/plastic surrounding the bulb shall protrude from the structure ceiling unless it can be shown that a different style would be equivalent to or better than these requirements.

10.3.6. Light levels:

The maximum number of foot-candles at a property line that is adjacent to non-commercial zoned land shall be 0.5 foot-candles. The maximum number of foot candles at a street right of way or a property line that is adjacent to commercial-zoned land shall be 3.0 foot candles.

10.4 Exemptions

Government facilities, parks and open areas, public safety, and other uses where sensitive or dangerous materials are stored may submit to the Planning Commission a Site Security Plan requesting exterior lighting that deviates from the standards in this subsection. The Planning Commission shall approve the Site Security Plan, or approve it with conditions, upon a finding:

- A. Necessary for Public Safety: The deviation from the standards in this subsection is necessary for the adequate protection of the public.
- B. Site or Area Conditions: The condition, location or use of the land, or the history of activity in the area, indicates the land or any materials stored or used on it are in significantly greater danger of theft or damage, or members of the public are at greater risk for harm than on surrounding land.
- C. No Significant Adverse Effect: The deviation from the standards in this subsection indicated in the Site Security Plan is the minimum required and will not have a significant adverse effect on neighboring lands.

Chapter 11 - Signs

11.1 Purpose and Intention

The purpose of this section is to:

- Establish reasonable and improved standards to assist property owners and business owners in understanding city expectations.
- Encourage creative and innovative approaches to signs within an established framework.
- Promote economic vitality and enhance property values.
- Encourage signs that are integrated into the architectural scheme of the building facade and discourage signs that contribute to the visual clutter of the streetscape.
- Promote a quality visual environment by allowing signs that are compatible with their surroundings and which effectively communicate their message.
- Ensure signs and any associated text, logos, and artwork are pedestrian-oriented, enhancing pedestrian safety and experiences.
- Achieve signs that are consistent and complementary to the overall design of the building which they serve, in terms of size, shape, color, texture, and lighting.
- Ensure signs are properly maintained in clean, working condition, and the copy is not obscured or damaged.

11.2 Applicability and Administration

11.2.1 Applicability

The regulations of this chapter shall apply to the placement, construction, erection, alteration, replacement, maintenance, use, type, quantity, location, material, and size of all exterior signs within the planning jurisdiction of the City of La Vergne, except those listed under Section 11.6.

11.2.2 Required Permits

- A. A permit is required for the installation, alteration, or replacement of any sign, except those listed in Section 11.6.
- B. An application for a sign permit, a recent photo of the façade where the sign will be placed, a list of all existing signs for the business, including their dimensions and their location, and the appropriate fee must be submitted to the Planning Director (see fee schedule). The Planning Director shall review the sign application for compliance with the Planning Ordinance.
- C. Before any sign permit can be issued, the proposed location shall be marked by stake or chalk line or other similar manner for location inspection.

11.3 General Provisions

11.3.1 Number of Primary Signs Permitted

- A. Single Tenant Buildings
 - (1) One sign from the following list is allowed on each façade: wall, projecting, hanging, freestanding, and two additional from the following: sidewalk, awning, canopy, window, and door.
 - (2) One additional sign may be located at the secondary entrance from the following: wall, awning, canopy, window, or door.
 - (3) One sign may be placed to identify a service entry.
 - (4) One parking directional sign is allowed to identify rear parking lots.
- B. Multi-Tenant Buildings
 - (1) Each tenant on the street or ground level may display one of the following signs on each façade: wall, projecting, hanging, freestanding, and two additional signs from the following: sidewalk, awning, canopy, window, or door.
 - (2) Upper-level tenants with a shared primary entrance at ground level may display the following signs: door, window, projecting, and hanging.
 - (3) Second-floor tenants with separate entry accessed via an exterior arcade may display within the arcade one of the following signs: wall, projecting, hanging, and two additional signs from the following: sidewalk, awning, window, and door.
 - (4) The following additional regulations apply:
 - (a) One building directory sign per multi-tenant entrance is allowed.
 - (b) One service entrance sign is allowed.
 - (c) One parking directional sign per rear parking lot is allowed.

11.3.2 Computation of Sign Area

- A. The area of a sign face shall be deemed to be the entire area within the smallest polygon that will encompass the extreme limits of the writing, representation, emblem, or other display on the sign that can be reasonably calculated.
- B. The area shall also include any material or color forming an integral part of the background of the display or used to differentiate the sign from the backdrop or structure against which it is placed.
- C. Frames or structural members not bearing informational or representational matter shall not be included in computation of the area of a sign face.

11.3.3 Computation of Sign Height

- A. For the purposes of interpreting the height requirements of this chapter, height shall be measured from the grade directly below a sign, canopy, wall sign, or other feature to the top of any proposed sign.
- B. If multiples of a similar sign type are under review as part of a single sign permit application or package and distance to grade changes adjacent to the building, a consistent sign height or distance to grade must be established.

11.3.4 Placement of Design

- A. Placement: Except as permitted specifically in this chapter, signs shall not be posted in the public right-of-way, on trees or utility poles, and shall be outside of required site triangles.
- B. Materials: Sign structures shall be constructed of durable materials such as wood, concrete, metal, brick, or other similar materials, except as noted otherwise in this chapter.

11.4 Primary Sign Types

11.4.1 Primary Sign Type Definitions & Illustrations

A. Freestanding Sign

A sign erected independent of a building with an integral support structure. There are two types of freestanding signs: Pole Signs and Monument Signs. Only one is permitted per parcel within specified planning areas. Monument signs are permitted at the entrance of a residential development.

(1) Pole Signs

- (a) Permitted Location: Allowed for all buildings whose main entrance is setback at least 30 feet from the right-of-way. Signs may be located anywhere within the front setback as long as it does not interfere with required visibility triangles.
- (b) Area & Dimensions: 125 square feet
- (c) Height: 30 feet maximum; a minimum of three feet clearance must be maintained between the bottom of the signboard and the grade.

(2) Monument Signs

- (a) Permitted Location: Allowed for all buildings whose main entrance is setback at least 30 feet from the right-of-way. Signs may be located anywhere within the front setback as long as it does not interfere with required visibility triangles.
- (b) Area & Dimensions: 100 square feet
- (c) Height: 10 feet maximum.

B. Wall Sign

A sign directly attached and parallel to a building façade or dependent upon a building for its support. Wall signs may consist of sign board, metal, or channel letters mounted directly on wall or via raceway, neon, or paint directly on brick.

- (1) Permitted Location: Building facades that face the right-of-way, pedestrian passageways, and/or parking associated with the establishment.
- (2) Area & Dimensions: Maximum sign area per facade is 100 square feet.
- (3) Height: The top of a wall sign shall not exceed 30 feet above grade.

C. Window Sign

A sign affixed to the surface of a window or displayed within one foot of the window and visible from a street or park.

- (1) Permitted Location: Windows on ground-level facades and upper-level *arcades only.

- (2) Area & Dimensions: Maximum size is 25 percent of the window area Neon signs mounted on the interior of storefront windows shall not exceed 10 square feet in area and shall be counted as part of the total window sign area.
- (3) Height: No maximum, but signs are limited to windows on ground-level facades and upper-level *arcades only.
- (4) Additional Requirements: Internally illuminated signs, including LED and neon, are not permitted, except for interior mounted neon signs not exceeding 10 square feet in area. To ensure that visibility both in and out of the window is not obscured, such signs may be silk-screened, vinyl, etched, or hand painted.

D. Door Sign

A sign applied, mounted or painted on the solid portion of a door; or a sign that is attached, applied, painted, silk screened, or etched onto the glass pane of a door.

- (1) Permitted Location: Storefront doors only.
- (2) Area & Dimensions: Two square feet maximum per door.
- (3) Height: None.
- (4) Additional Requirements: Internally illuminated signs, including LED signs, are not permitted.

E. Canopy Sign

A sign attached to, painted on, or printed onto a canopy.

- (1) Permitted Location: On the canopy fascia or above the canopy of any canopies above entryways or storefront windows.
- (2) Area & Dimensions: Maximum sign area is 16 square feet
- (3) Height: 18 feet maximum - applies to both the sign and the canopy. A minimum of seven feet of clearance must be maintained between the bottom of the sign and the grade.
- (4) Additional Requirements: Internally illuminated signs, including LED signs are not permitted. Signs on the canopy above gas pumps at gasoline service stations are subject to the requirements of Section 11.5.4.

F. Awning Sign

A sign painted or printed onto an awning.

- (1) Permitted Location: On the awning fascia only of awnings located above first-floor windows or doors only.
- (2) Area & Dimensions: Eight square feet maximum area. Maximum area may be split into no more than three signs - the front and two sides of the canopy.
- (3) Height: No maximum, but signs are limited to first-floor awnings. A minimum of seven feet of clearance must be maintained between the bottom of the sign and the grade.
- (4) Additional Requirements: Internally illuminated signs, including LED signs are not permitted.

G. Projecting Sign

A sign directly attached and not parallel to a building facade or dependent upon a building for its support.

- (1) Permitted Location: Building facades that front a right-of-way, pedestrian passageway, and/or parking associated with the establishment.
- (2) Area & Dimensions: 12 square feet maximum, per side. Three feet maximum width. Four feet maximum projection from building.
- (3) Height: 18 feet maximum. A minimum of seven feet of clearance must be maintained between the bottom of the sign and the grade.
- (4) Additional Requirements: Must be perpendicular to the building facade. Internally illuminated signs are not permitted. Any external illumination may not be attached to the sign.

H. Hanging Sign

A sign suspended from an arcade, under a second floor balcony, or within an entry alcove.

- (1) Permitted Location: Building facades that front a right-of-way, pedestrian passageway, and/or parking associated with the establishment.
- (2) Area & Dimensions: 12 square feet maximum area per side.
- (3) Height: No maximum, but signs are limited to the bottom of second-floor arcades or balconies, or within a first-floor entry alcove. A minimum of seven feet of clearance must be maintained between the bottom of the sign and the grade.
- (4) Additional Requirements: Must be hung parallel to the building facade from a second-floor arcade or balcony, or within a first-floor entry alcove. Internally illuminated signs are not permitted. Any external illumination may not be attached to the sign.

11.5 Other Sign Types**11.5.1 Building Directory Signs**

- A. Description: A sign that identifies the occupants of a multi-tenant building that has a shared entrance.
- B. Permitted Location: Building Directory Signs are allowed next to a shared entrance only.
- C. Maximum Number: One per multi-tenant building.
- D. Maximum Area
 - (1) Wall-mounted: Six square feet
 - (2) Ground-mounted: Three square feet
- E. Maximum Height: (Ground-mounted only) Seven feet
- F. Additional Requirements:
 - (1) Wall-mounted: Shall extend no more than six inches from building facade.
 - (2) Ground-mounted: Shall be supported by a single post no more than four inches in width or depth.

11.5.2 Service Entrance/Directional Signs

- A. Description: Service Entrance/Directional Signs are signs used solely for the purpose of identifying the location of building entrances, parking areas, loading docks, and similar features.
- B. Permitted Location: Service Entrance or Directional Signs may be wall-mounted or ground-mounted and may be placed at the driveway access from public right-of-way or on the rear building facade.
- C. Maximum Area: Three square feet
- D. Maximum Height
 - (1) Wall-mounted: Eight feet
 - (2) Ground-mounted: Three feet
- E. Additional Requirements:
 - (1) Wall-mounted: Shall extend no more than six inches from building facade.
 - (2) Ground-mounted: Shall be supported by a single post no more than four inches in width or depth.

11.5.3 Wall Murals

- A. Description: Any picture, scene, or diagram painted on any exterior wall or fence that does not serve as advertising.
- B. Maximum Area: The size of a Wall Mural must be proportional to the wall on which it is painted and the existing structures nearby.
- C. Maximum Number: Only one Wall Mural on one façade is allowed per structure.
- D. Additional Requirements
 - (1) Materials: The materials used to produce the Wall Mural shall be appropriate for outdoor use (i.e., long-lasting and graffiti-resistant to the greatest extent possible).
 - (2) Design: The colors used should be harmonious with the exterior colors of the building. Neon, fluorescent, or reflective colors or materials are not permitted.
 - (3) Content: The content of a Wall Mural must reflect the values of the community and must be approved by the Planning Commission. Wall Murals shall not contain advertising for an extant business or product, though generic items where a specific brand is not apparent are permitted.

11.5.4 Gasoline Service Station Canopy Signs

- A. Description: A sign affixed or painted to the canopy above gas pumps at a gasoline service station: Only one sign is permitted per right-of-way entrance/ access point/ frontage.
- B. Permitted Location: Signs may be placed on canopies above gas pumps on the side of the canopy that faces a public right-of-way.
- C. Maximum Area: 12 square feet. Letter height is limited to 18 inches.
- D. Maximum Height: The top of the signboard or individual letters may not exceed 30 feet nor extend above the top of the canopy.

11.5.5 Temporary Project Construction and Marketing Signs

- A. Description: A Temporary Project Construction Sign is a sign that identifies a construction project. A Temporary Project Marketing Sign is a sign that advertises the availability of space within a completed construction project.
- B. Permitted Location: Temporary project construction or marketing signs are allowed on the frontage of a project site only.
- C. Time Period: Such signs shall not be installed prior to the issuance of a building permit for the development.
 - (1) Project Construction Signs: Commercial project construction signs must be removed upon issuance of a certificate of occupancy. Residential project construction signs must be removed when 95 percent of the lots owned by the developer or builder are sold. For mixed use development, containing both commercial and residential, signs must be removed on attainment of a certificate of occupancy.
 - (2) Project Marketing Signs: May be displayed for six months and may be renewed every six months.
- D. Maximum Area: 32 square feet
- E. Maximum Width: Eight feet
- F. Maximum height: Height of sign shall not exceed eight feet, with any associated posts, brackets, or other supporting elements not exceeding nine feet above grade. Sign may have a single or double post or other supporting structure having a minimum clearance of three feet from grade.
- G. Maximum Number: One project construction sign or one project marketing sign is permitted per development. Project construction sign must be removed before a marketing sign is permitted and erected.
- H. Additional Requirements: Project construction signs may include information related to the developer, contractor, financial institution, marketing agency, etc.

11.5.6 Temporary Promotional Banners

- A. Description: Temporary banners that announce a grand opening, under new management, or going out of business event are allowed one time per event. These are the only events in which temporary banners are permitted.
- B. Time Period: 60 days maximum
- C. Permitted Location: Above a public entrance. In no case may the banner be freestanding.
- D. Maximum Area: 12 square feet
- E. Maximum Height: 18 feet
- F. Maximum Number: One banner per frontage per tenant; two banners total per tenant per event.

11.6 Signs That Do Not Require a Permit

The following signs do not require a permit but shall conform to all applicable requirements of this chapter:

11.6.1 Municipal Signs

Signs may be erected for orderly traffic control and other municipal or government purposes, including historical monuments, markers, and signs erected by a public authority.

11.6.2 Addresses

All structures must display address numbers visible for emergency purposes. Single-family residential structures and all other structures requiring an address must display address numbers that are a minimum of four inches in height. The number height may increase one inch for every 10 feet of distance between the displayed number and the centerline of the road, but not to exceed 18 inches.

11.6.3 Hours of Operation

A commercial establishment may display the hours of operation on the main entry or on a window next to the main entry. Such signs may not display letters or numbers exceeding three inches in height. The sign area may not exceed one square foot. The sign must be vinyl, etched, silk-screened, or painted on glass.

11.6.4 Temporary Uses

One sign advertising temporary uses that does not exceed four square feet in area shall be permitted for each street abutting the lot. Such signs shall be displayed only for the duration of time that the temporary use is permitted and active.

11.6.5 Temporary Real Estate Signs

Temporary real estate signs advertising property for sale or for rent, on the premises, may not exceed four square feet per side in area. Such signs are limited to one sign per road right-of-way. Sign must be removed within two weeks of sale or rental of the property.

11.6.6 Temporary Window Signs

- A. Temporary window posters announcing civic and cultural events or public services may be displayed by commercial establishments on the inside of windows at street level.
- B. Temporary promotional or special sales window signs may be displayed by commercial establishments on the inside of windows at street level for up to 14 days.

11.6.7 Outfield Wall Signs

Commercial copy signs on ball fields shall only be mounted on exterior fences, facing toward the field.

11.6.8 Menu Display

A restaurant menu display box can be permanently mounted on the building façade adjacent to the entry. The display box shall not exceed five square feet. Menu displays are excluded from the permitted area and number of signs specified elsewhere in this section.

11.6.9 Replacement of Tenant Identification Signs

A permit is not required for the replacement of tenant identification on a multi-tenant sign.

11.6.10 Building Name Signs

A permit is not required for signs used solely for the purpose of displaying the building name provided that such signs are no more than 10 square feet in area and are not illuminated. Such signs may be a wall sign, projecting sign, or canopy/awning sign. No more than two such signs (one per frontage) are allowed without a permit.

11.6.11 Flags

- A. Flags or insignia of any nation, organization of nations, state, county or municipality; any religious, civic or fraternal organization; or any educational or cultural facility are permitted, provided that the height of any pole shall not exceed the maximum building height for the district.
- B. Flags with commercial messages or flags used for the sole purpose of identifying a building or use are not permitted.

11.7 Prohibited Signs**11.7.1 Prohibited Signs**

The following signs are prohibited within the planning jurisdiction of the City:

- A. Signs that are dilapidated or in disrepair as outlined in Section 11.8.
- B. Signs on roofs, chimneys, and balconies.
- C. Billboards.
- D. Off-premises advertising signs and banners except for temporary promotional banners as outlined in Sections 11.5.6.
- E. Flashing, blinking, or moving signs.
- F. Mobile signs and vehicular signs.
- G. Plastic A-frame signs.

11.8 Maintenance & Upkeep of Sign**11.8.1 Applicability**

Signs shall be kept in proper repair. The following maintenance requirements must be observed for all signs visible from any public street or highway within the jurisdiction of the City of La Vergne.

11.8.2 Damaged Signs

- A. Surface Appearance: No sign shall have more than 20 percent of its surface area covered with disfigured, cracked, ripped, or peeling paint or poster paper for a period of more than 30 successive days.
- B. Broken Displays: No sign shall remain with a bent or broken display area, broken supports, loose appendages, or struts or stand more than 15 degrees from the perpendicular for a period of more than 30 successive days.

- C. Illuminated Signs: No indirect or internally illuminated sign shall have only partial illumination for a period of more than 30 successive days.

11.9 Signs Allowed By Planning Area/District

Table 11.1 Signs Allowed by Planning Area / District

District	Pole Sign	Monument Sign	Wall Sign	Door Sign	Canopy Sign	Awning Sign	Projecting Sign	Hanging Signs	Wall Murals
Agriculture (AG)		X	X	X		X	X	X	X
Estate Residential (ER)		X		X					
Residential (R-1)		X		X					
Mixed Residential (R-2)		X		X		X	X	X	
Mixed Use Residential (R-3)		X	X	X	X	X	X	X	
Mobile Home District (R-4)		X		X					
Planned Residential District (PDR)		X		X				X	
Neighborhood Commercial (NCD)		X	X	X	X	X	X	X	X
Downtown District (DD)		X	X	X	X	X	X	X	X
Central Commercial (CC)	X	X	X	X	X	X	X	X	
Gateway District (GD)	X	X	X	X	X	X	X	X	
Civic and Institutional (CI)		X	X	X	X	X	X	X	X
Innovation District (LI)		X	X	X	X	X	X	X	
Interchange District	X	X	X	X	X	X	X	X	

**Note: Monument Signs are only allowed at the entrance of a residential development in the following districts: AG, ER, R- 1, R-2, and R-3. Monument Signs are only allowed in the NCD District as part of a multi-tenant development or residential development.*

Chapter 12 - Special Districts

12.1 Purpose

12.1.1 Description

The purpose of an overlay district is to allow for the application and implementation of special design standards with the intent of achieving a sense of place by fostering a scale and form of development that emphasizes sensitivity to the pedestrian environment, minimizes intrusion of the automobile into the urban setting, and provides for the sensitive placement of open spaces in relationship to building masses, street furniture, and landscaping features in a manner otherwise not insured by the application of the conventional bulk, landscaping, and parking standards of this title. Application of this special overlay district shall be limited to areas requiring specialized design standards either to maintain and reinforce an established form or character of development or to achieve a specific design objective for new development. Any application for an urban design overlay district shall include design goals and objectives that embody this purpose and intent.

12.1.2 Overlay Designation

All overlay districts established by this title shall be made a part of the official planning areas of the City of La Vergne. An urban design overlay district shall be depicted as a geographical area on the official planning map. Boundaries indicated on the official planning areas shall approximately follow platted lot lines or deeded property lines and shall be interpreted as being coincident with those lines. In the event the overlay district encompasses only a portion of the parcel, the portion of the parcel within the overlay shall be required to adhere to the requirements set forth within the overlay. In addition, structures and proposed structures shall be governed by the following:

- A. Any primary structure building footprint that is between 50% to 100% within the overlay boundaries, shall be required to adhere to the overlay requirements.
- B. Any primary structure building footprint that lies less than 50% within the overlay boundary shall be required to meet the overlay requirements for exteriors for the building front. Any side having road frontage shall also meet the requirements for exteriors. The exterior allowed to be used for all other sides shall be at the discretion of the planning commission.

12.1.3 Permitted Land Uses

The range of land uses permitted within an urban design overlay district shall be those afforded by the underlying planning district(s) as established by the planning district land use.

12.1.4 Development Incentives

To promote the inclusion of properties within an urban design overlay district for the purpose of achieving specified design objectives, the enacting ordinance may establish development incentives for each district.

12.1.5 Amendments to the Overlay District

The La Vergne Board of Mayor and Aldermen may amend the boundary of the overlay district. Rezoning applications may be initiated by the property owner and submitted to the La Vergne Planning Director. The rezoning procedure and fees shall follow those of a standard rezoning.

12.2 Waldron Road/Murfreesboro Road Streetscape District

12.2.1 Intent and Purpose

The purpose of this district is to enhance the development standards for the two major transportation corridors in La Vergne. This district, when combined with appropriate underlying zoning, intends to encourage pedestrian-oriented commercial areas near residential districts and mixed-use development. Architectural standards shall be applied to both commercial and industrial developments within this district.

12.2.2 Design and Development Standards

For all new development, redevelopment, and major additions within the Waldron Road \ Murfreesboro Road Streetscape District, the following standards apply:

A. Setbacks, Yards, Access, and Parking:

- (1) The La Vergne Planning Commission may allow a reduction of setbacks and yards if either the structure will conform with the surrounding structures, or a town center style development is perceived to be suitable for the lot or area. If the proposed development is allowed, greenspace and landscaping must be added to the front, sides, and rear of the structure(s) per Planning Commission request.
- (2) Rear and side parking is required unless site conditions do not allow, in which case the Planning Commission may elect to excuse the applicant from this requirement.
- (3) Site plans for parking lot additions shall only be subject to location requirements of this district.

B. Sidewalks:

Sidewalks shall be installed along all road frontages. The Planning Commission may also require sidewalks to be connected to parking areas and all entrances adjacent to the building.

C. Outdoor Lighting:

- (1) Street - To maintain adequate visibility for pedestrians and drivers at night, the developer or property owner may be required by the Planning Commission to install ornamental street lighting in the area of the development fronting a public street where overhead utilities are not in conflict. The lighting should meet the Illuminating Engineers Society of North America (IESNA) and local standards for lighting and shall be installed to a uniform design standard approved by the Planning Commission. The poles shall have a minimum of 16 feet in height and a maximum of 25 feet and a be

located in the buffer strip directly behind the sidewalk at intervals sufficient to prevent excessive dark spots for pedestrians and drivers.

- (2) Pole and Luminaries – If the Developer/Applicant chooses they may use decorative black, lighting poles. They may be traditional in style as well.
 - (a) Luminaries may be metal halide or color-corrected high-pressure sodium, but all lighting shall be LED.
 - (b) To reduce light pollution, luminaries should be semi-cut off.
 - (c) Cobrahead lights are not to be considered ornamental and shall not be used.

Some examples of acceptable lighting are pictured below.

Figure 12.2-1



Holophane Washington Series

Figure 12.2-2



Hadco Acorn Fixture

D. Landscaping/Beautification:

- (1) Street trees - Trees shall be planted in the sidewalk area, in front of the building, and where possible between the sidewalk and the building. Staff and/or the Planning Commission may determine the type and location of the trees. Trees should not interfere with street lighting or overhead utilities. In the event that overhead utilities exist, understory trees, hedges, shrubs, or combination thereof may be used, and canopy trees should be placed in another location.
- (2) Canopy Trees – Canopy trees are required to be a minimum 4" caliper and 10 feet tall within this district. Preferred trees include the Willow Oak, Princeton Elm, Black Gum, Red Maple, and Japanese Zelkova.
- (3) Understory/Ornamental Trees – Understory trees must be a minimum 8 feet tall. Preferred trees include the Crape Myrtle, Southern Magnolia, Yoshino Cherry, or Yellowwood Tree.
- (4) Buffers – If a transitional screen is required, it shall only account for 75% of the required per acre landscaping. There must be landscaping at multiple locations on the site.

E. Utility Provisions:

All new electric, telephone, and similar distribution lines and wiring serving the district shall be installed underground. In addition, there shall be no overhead wiring to serve new primary structures and subdivided lots in the district. Preliminary and final plats must have a note stating underground utilities shall be installed. The placement of any utilities within the public sidewalk shall be coordinated with the locations of proposed street trees.

F. Noise:

In instances where the Planning Commission determines that a new commercial or industrial development may create objectionable noise or a nuisance to any adjacent property, additional sound buffers such as brick walls may be required by the Planning Commission to mitigate noise.

G. Exterior:

- (1) Buildings should clearly articulate the ground floor from any upper stories. Windows, doors, shutters, columns, and/or masonry detailing is encouraged. Awnings, if used, must be shown in detail with material type. Certain materials used for awnings, such as aluminum or metal, may not be allowed by the Planning Commission.
- (2) Exterior front façades are required to have a minimum 80% combination of brick and/or stone, excluding windows, trim, and doors. EIFS may be used for the remaining 20%. In addition, any side of the structure and any rear visible from a street must have a minimum 50% brick and/or stone, excluding windows, trim, and doors. EIFS may be used for the remaining 50%. Use of concrete block, split-face block, Quik-Brik, or other related concrete-masonry block materials is prohibited. Manufactured/pre-cast panels (with the exception of architectural concrete “tilt-up” panels) are also prohibited. Vinyl and/or aluminum siding is prohibited as is all types of exterior metal and any exterior material made of metal.

12.2.3 Additional Site Plan Requirements:

- A. Color Elevation Drawings: Drawings should show height, design, and exterior treatments of buildings as required in this district. Percentage of brick and stone must be indicated.
- B. Exterior Lighting: Location and lighting patterns of exterior lighting should be provided. This may be shown as a separate sheet on a site plan submittal.
- C. Signage: Signage must be shown and meet all City requirements. Signs shall not be replaced with a different sign using a sign permit unless five years has elapsed from site plan submittal.
- D. Materials Board: Applicant shall submit a materials board including samples of all proposed exterior treatments and finishes and specific color samples with manufacturer’s information, including but not limited to paint part numbers.
- E. Miscellaneous: Applicant shall place any other requirement, such as use of underground utilities, on the site plan as required by the Planning Commission.

12.2.4 Variances:

Variances from these requirements may be granted by the Planning Commission.

12.2.5 Impact Fee Reduction:

- A. Certain types of development encourage and increase pedestrian movement and decrease congestion on local roadways. Road impact fees may be reduced by seventy-five percent (75%) of the estimated construction cost of the improvements specified in this section. The itemized construction estimate must be stamped by a professional engineer

and provided to the Planning and Engineering Department for review and approval prior to payment of road impact fees and submittal to the Finance Department. Road impact fee reduction may be available for sites having the following:

- (1) Pedestrian courts/promenades having no less than one-half acre surrounded by multiple businesses and/or used for outside seating, which must be landscaped and linked to sidewalks along roads. Development should be in the style shown in Figures 12.2-3 and/or Figure 12.2-4.

Figure 12.2-3



Figure 12.2-4



- (2) Public squares dedicated to the city having no less than one-half acre. Public squares must have sidewalks and canopy trees installed by the developer to be eligible for credits, and be central to pedestrian-accessible development.
- B. Applicants with reduced road impact fees must construct site per plans. Any deviation from the site plan not approved by Planning, Engineering, or Codes may void the approval of the reduction, and result in the denial of any Certificate of Occupancy until the remainder of the road impact fees are paid.

12.3 South Waldron Overlay

12.3.1 Intent and Purpose

The purpose of this district is to enhance the development standards for the primary open land area that remains in La Vergne, located south of I-24. This district, when combined with appropriate underlying zoning, intends to encourage pedestrian-oriented commercial areas near residential districts and mixed-use development. Architectural standards shall be applied to all commercial, industrial, and multi-unit residential development within this district.

12.3.2 Design and Development Standards

For all new development, redevelopment, and major additions within the South Waldron Overlay District, the following standards apply:

- A. Setbacks, Yards, Access, and Parking.
 - (1) The La Vergne Planning Commission may allow a reduction of setbacks and yards if either the structure will conform with the surrounding structures, or a town center

style development is perceived to be suitable for the lot or area. If allowed, greenspace and landscaping must be added to the front, sides, and rear of the structure(s) per planning commission request.

- (2) Rear and side parking is required unless site conditions do not allow, in which case the Planning Commission may exempt the applicant from this requirement.
- (3) Site plans for parking lot additions shall only be subject to location requirements of this district.

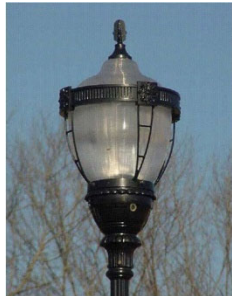
B. Sidewalks:

Sidewalks shall be installed along all road frontages. The Planning Commission may also require sidewalks to be connected to parking areas and all entrances adjacent to the building.

C. Outdoor Lighting:

- (1) Street - To maintain adequate visibility for pedestrians and drivers at night, the developer or property owner may be required by the Planning Commission to install ornamental street lighting in the area of the development fronting a public street where overhead utilities are not in conflict. The lighting should meet the Illuminating Engineers Society of North America (IESNA) and local standards for lighting and shall be installed to a uniform design standard approved by the Planning Commission. The poles shall have a maximum of 25 feet and a minimum of 16 feet in height and be located in the buffer strip directly behind the sidewalk at intervals sufficient to prevent excessive dark spots for pedestrians and drivers.
- (2) Pole and Luminaries – If the Developer/Applicant chooses they may use decorative black, lighting poles. They may be traditional in style as well.
 - (a) Luminaries may be metal halide or color-corrected high-pressure sodium, but all lighting shall be LED.
 - (b) To reduce light pollution, luminaries should be semi-cut off.
 - (c) Cobrahead lights are not to be considered ornamental and shall not be used. Some examples of acceptable lighting are pictured below.

Figure 12.3-1



Holophane Washington Series

Figure 12.3-2



Hadco Acorn Fixture

D. Landscaping/Beautification:

- (1) Street trees - Trees shall be planted in the sidewalk area, in front of the building, and where possible between the sidewalk and the building. Staff and/or the Planning Commission may determine the type and location of the trees. Trees should not interfere with street lighting or overhead utilities. In the event that overhead utilities exist, understory trees, hedges, shrubs, or combination thereof may be used, and canopy trees should be placed in another location.
- (2) Canopy Trees – Canopy trees are required to be a minimum 4” caliper and 10 feet tall within this district. Preferred trees include the Willow Oak, Princeton Elm, Black Gum, Red Maple, and Japanese Zelkova.
- (3) Understory/Ornamental Trees – Understory trees must be a minimum 8 feet tall. Preferred trees include the Crape Myrtle, Southern Magnolia, Yoshino Cherry, or Yellowwood Tree.
- (4) Buffers – If a transitional screen is required, it shall only account for 75% of the required per acre landscaping. There must be landscaping at multiple locations on the site.

E. Utility Provisions:

All new electric, telephone, and similar distribution lines and wiring serving the district shall be installed underground. In addition, there shall be no overhead wiring to serve new primary structures and subdivided lots in the district. Preliminary and final plats must have a note stating underground utilities shall be installed. The placement of any utilities within the public sidewalk shall be coordinated with the locations of proposed street trees.

F. Noise:

In instances where the Planning Commission determines that a new commercial or industrial development may create objectionable noise or a nuisance to any adjacent property, additional sound buffers such as brick walls may be required by the Planning Commission to mitigate noise.

G. Exterior:

- (1) Buildings should clearly articulate the ground floor from any upper stories. Windows, doors, shutters, columns, and/or masonry detailing is encouraged. Awnings, if used, must be shown in detail with material type. Certain materials used for awnings, such as aluminum or metal, may not be allowed by the Planning Commission.
- (2) Exterior front façades are required to have a minimum 80% combination of brick and/or stone, excluding windows, trim, and doors. EIFS may be used for the remaining 20%. In addition, any side of the structure and any rear visible from a street must have a minimum 50% brick and/or stone, excluding windows, trim, and doors. EIFS may be used for the remaining 50%. Use of concrete block, split-face block, Quik-Brik, or other related concrete-masonry block materials is prohibited. Manufactured/pre-cast panels (with the exception of architectural concrete “tilt-up” panels) are also prohibited. Vinyl and/or aluminum siding is prohibited as is all types of exterior metal and any exterior material made of metal.

12.3.3 Additional Site Plan Requirements:

- A. Color Elevation Drawings: Drawings should show height, design, and exterior treatments of buildings as required in this district. Percentage of brick and stone must be indicated.
- B. Exterior Lighting: Location and lighting patterns of exterior lighting must be provided. This may be shown as a separate sheet on a site plan submittal.
- C. Signage: Signage must be shown and meet all city requirements. Signs shall not be replaced with a different sign using a sign permit unless five years has elapsed from site plan submittal.
- D. Materials Board: Applicant shall submit a materials board including samples of all proposed exterior treatments and finishes and specific color samples with manufacturer's information, including but not limited to paint part numbers.
- E. Miscellaneous: Applicant shall place any other requirement, such as use of underground utilities, on the site plan as required by the Planning Commission.

12.3.4 Variances:

Variances from these requirements may be granted by the Planning Commission.

12.3.5 Impact Fee Reduction:

- A. Certain types of development encourage and increase pedestrian movement and decrease congestion on local roadways. Road impact fees may be reduced by seventy-five percent (75%) of the estimated construction cost of the improvements specified in this section. The itemized construction estimate must be stamped by a professional engineer and provided to the Planning and Engineering Department for review and approval prior to payment of road impact fees and submittal to the Finance Department. Road impact fee reduction may be available for sites having the following:
 - (1) Pedestrian courts/promenades having no less than one-half acre surrounded by multiple businesses and/or used for outside seating, which must be landscaped and linked to sidewalks along roads. Development should be in the style shown in Figures 12.3-3 and/or Figure 12.3-4.

Figure 12.3-3



Figure 12.3-4



- (2) Public squares dedicated to the city having no less than one-half acre. Public squares must have sidewalks and canopy trees to be eligible for credits, and be central to pedestrian accessible development.

- B. Applicants with reduced road impact fees must construct site per plans. Any deviation from the site plan not approved by Planning, Engineering, or Codes may void the approval of the reduction, and result in the denial of any Certificate of Occupancy until the remainder of the road impact fees are paid.

12.4 Old Nashville Highway Overlay

12.4.1 Intent and Purpose

The purpose of this district is to enhance the development standards for the primary open land area that remains in La Vergne, located along Old Nashville Highway. This district, when combined with appropriate underlying zoning, intends to encourage pedestrian-oriented commercial areas near residential districts and mixed-use development. Architectural standards shall be applied to all commercial, industrial and multi-unit residential development within this district.

12.4.2 Design and Development Standards

For all new development, redevelopment, and major additions within the Old Nashville Highway Overlay District, the following standards apply:

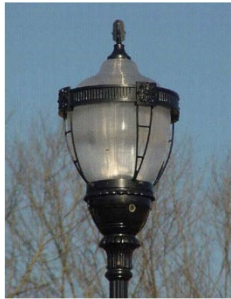
- A. Setbacks, Yards, Access, and Parking.
 - (1) The La Vergne Planning Commission may allow a reduction of setbacks and yards if either the structure will conform with the surrounding structures, or a town center style development is perceived to be suitable for the lot or area. If allowed, greenspace and landscaping must be added to the front, sides, and rear of the structure(s) per planning commission request.
 - (2) Rear and side parking is required unless site conditions do not allow, in which case the Planning Commission may exempt the applicant from this requirement.
 - (3) Site plans for parking lot additions shall only be subject to location requirements of this district.
- B. Sidewalks:

Sidewalks shall be installed along all road frontages. The Planning Commission may also require sidewalks to be connected to parking areas and all entrances adjacent to the building.
- C. Outdoor Lighting:
 - (1) Street - To maintain adequate visibility for pedestrians and drivers at night, the developer or property owner may be required by the Planning Commission to install ornamental street lighting in the area of the development fronting a public street where overhead utilities are not in conflict. The lighting should meet the Illuminating Engineers Society of North America (IESNA) and local standards for lighting and shall be installed to a uniform design standard approved by the Planning Commission. The poles shall have a maximum of 25 feet and a minimum of 16 feet in height and be

located in the buffer strip directly behind the sidewalk at intervals sufficient to prevent excessive dark spots for pedestrians and drivers.

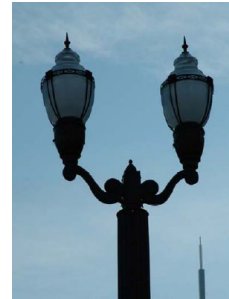
- (2) Pole and Luminaries – If the Developer/Applicant chooses they may use decorative black, lighting poles. They may be traditional in style as well.
 - (a) Luminaries may be metal halide or color-corrected high-pressure sodium, but all lighting shall be LED.
 - (b) To reduce light pollution, luminaries should be semi-cut off.
 - (c) Cobrahead lights are not to be considered ornamental and shall not be used. Old Nashville Highway may use a single lamp, such as a Hadco Acorn or a Holophane Granville (residential) or the Holophane Washington Series (commercial).

Figure 12.4-1



Holophane Washington Series

Figure 12.4-2



Hadco Acorn Fixture

D. Landscaping/Beautification:

- (1) Street trees - Trees shall be planted in the sidewalk area, in front of the building, and where possible between the sidewalk and the building. Staff and/or the Planning Commission may determine the type and location of the trees. Trees should not interfere with street lighting or overhead utilities. In the event that overhead utilities exist, understory trees, hedges, shrubs, or combination thereof may be used, and canopy trees should be placed in another location.
- (2) Canopy Trees – Canopy trees are required to be a minimum 4” caliper and 10 feet tall within this district. Preferred trees include the Willow Oak, Princeton Elm, Black Gum, Red Maple, and Japanese Zelkova.
- (3) Understory/Ornamental Trees – Understory trees must be a minimum 8 feet tall. Preferred trees include the Crape Myrtle, Southern Magnolia, Yoshino Cherry, or Yellowwood Tree.
- (4) Buffers – If a transitional screen is required, it shall only account for 75% of the required per acre landscaping. There must be landscaping at multiple locations on the site.

E. Utility Provisions:

All new electric, telephone, and similar distribution lines and wiring serving the district shall be installed underground. In addition, there shall be no overhead wiring to serve new primary structures and subdivided lots in the district. Preliminary and final plats must have

a note stating underground utilities shall be installed. The placement of any utilities within the public sidewalk shall be coordinated with the locations of proposed street trees.

F. Noise:

In instances where the Planning Commission determines that a new commercial or industrial development may create objectionable noise or a nuisance to any adjacent property, additional sound buffers such as brick walls may be required by the Planning Commission to mitigate noise.

G. Exterior:

- (1) Buildings should clearly articulate the ground floor from any upper stories. Windows, doors, shutters, columns, and/or masonry detailing is encouraged. Awnings, if used, must be shown in detail with material type. Certain materials used for awnings, such as aluminum or metal, may not be allowed by the Planning Commission.
- (2) Exterior front façades are required to have a minimum 80% combination of brick and/or stone, excluding windows, trim, and doors. EIFS may be used for the remaining 20%. In addition, any side of the structure and any rear visible from a street must have a minimum 50% brick and/or stone, excluding windows, trim, and doors. EIFS may be used for the remaining 50%. Use of concrete block, split-face block, Quik-Brik, or other related concrete-masonry block materials is prohibited. Manufactured/pre-cast panels (with the exception of architectural concrete “tilt-up” panels) are also prohibited. Vinyl and/or aluminum siding is prohibited as is all types of exterior metal and any exterior material made of metal.

12.3.3 Additional Site Plan Requirements:

- A. Color Elevation Drawings: Drawings should show height, design, and exterior treatments of buildings as required in this district. Percentage of brick and stone must be indicated.
- B. Exterior Lighting: Location and lighting patterns of exterior lighting must be provided. This may be shown as a separate sheet on a site plan submittal.
- C. Signage: Signage must be shown and meet all city requirements. Signs shall not be replaced with a different sign using a sign permit unless five years has elapsed from site plan submittal.
- D. Materials Board: Applicant shall submit a materials board including samples of all proposed exterior treatments and finishes and specific color samples with manufacturer’s information, including but not limited to paint part numbers.
- E. Miscellaneous: Applicant shall place any other requirement, such as use of underground utilities, on the site plan as required by the Planning Commission.

12.3.4 Variances:

Variances from these requirements may be granted by the Planning Commission.

12.3.5 Impact Fee Reduction:

- A. Certain types of development encourage and increase pedestrian movement and decrease congestion on local roadways. Road impact fees may be reduced by seventy-five

percent (75%) of the estimated construction cost of the improvements specified in this section. The itemized construction estimate must be stamped by a professional engineer and provided to the Planning and Engineering Department for review and approval prior to payment of road impact fees and submittal to the Finance Department. Road impact fee reduction may be available for sites having the following:

- (1) Pedestrian courts/promenades having no less than one-half acre surrounded by multiple businesses and/or used for outside seating, which must be landscaped and linked to sidewalks along roads. Development should be in the style shown in Figures 12.4-3 and/or Figure 12.4-4.

Figure 12.4-3



Figure 12.4-4



- (2) Public squares dedicated to the city having no less than one-half acre. Public squares must have sidewalks and canopy trees to be eligible for credits, and be central to pedestrian accessible development.
- B. Applicants with reduced road impact fees must construct site per plans. Any deviation from the site plan not approved by Planning, Engineering, or Codes may void the approval of the reduction, and result in the denial of any Certificate of Occupancy until the remainder of the road impact fees are paid.

12.5 Smyrna Airport

12.5.1 Intent and Purpose

An ordinance regulating and restricting the height of structures and objects of natural growth and otherwise regulating the use of property, in the vicinity of the Smyrna Airport by creating the appropriate zones and establishing the boundaries thereof; providing for changes in the restrictions and boundaries of such zones, defining certain terms used herein; referring to the Smyrna Airport Part 77, Airspace Plan and aviation easements which are incorporated in and made a part of this ordinance; providing for enforcement; establishing a board of adjustment; and imposing penalties.

This ordinance is adopted pursuant to the authority conferred by Tennessee Code Annotated § 42-6-103. It is hereby found that an obstruction has the potential for endangering the lives and

property of users of Smyrna Airport, and property or occupants of land in its vicinity; that an obstruction may reduce the size of areas available for the landing, takeoff, and maneuvering of aircraft, thus tending to destroy or impair the utility of Smyrna Airport and the public investment therein. Accordingly, it is declared:

- A. That the creation or establishment of an obstruction has the potential of being a public nuisance and may injure the region served by Smyrna Airport.
- B. That it is necessary in the interest of the public health, public safety, and general welfare that the creation or establishment of obstructions that are a hazard to air navigation be prevented; and
- C. That the prevention of these obstructions should be accomplished, to the extent legally possible, by the exercise of police power without compensation.

It is further declared that the prevention of the creation or establishment of hazards to air navigation, the elimination, removal, alteration, or mitigation of hazards to air navigation, or the marking and lighting of obstructions are public purposes for which a political subdivision may raise and expend public funds and acquire land or interests in land.

The Smyrna/Rutherford County Airport Authority hereby adopted this ordinance when meeting in regular session on October 12, 2005 and recommends its adoption by the Town of Smyrna, City of La Vergne and Rutherford County to be incorporated into their respective zoning ordinances.

12.5.2 Definitions.

As used in this Section, unless the context otherwise requires the following words and terms shall have the following meanings:

Airport

Smyrna Airport

Airport Elevation

543 ft MSL

Airport Zoning Map

A map produced in order to outline the horizontal and vertical limits beyond which the projection of any structure or tree will constitute an airport hazard, dated 2020 contained in the Airport Master Plan, identified as Part 77, Airspace Plan, and incorporated into this ordinance and made a part hereof.

Approach Surface

A surface longitudinally centered on the extended runway centerline, extending outward and upward from the end of the primary surface and at the same slope as the approach zone height limitation slope set forth in Section 12.5.3.

Approach, Transitional, Horizontal, and Conical Zones

These zones are set forth in Section 12.5.3.

Avigation Easements

Perpetual rights for the use and benefit of the public in its use of Smyrna Airport, as described, identified and recorded with the County of Rutherford, Deed Book 208, and Page 145.

Board of Zoning Appeals

A Board consisting of 5 members, appointed by the Board of Mayor and Aldermen of the City of La Vergne as provided in Title 14, Chapter 5 of the La Vergne Municipal Code.

Conical Surface

A surface extending outward and upward from the periphery of the horizontal surface at a slope of 20 to 1 for a horizontal distance of 4000 feet.

Hazard to Air Navigation

An obstruction determined to have a substantial adverse effect on the safe and efficient utilization of the navigable airspace.

Height

For the purpose of determining the height limits in all zones set forth in this Section and shown on the Airport Zoning Map.

Horizontal Surface

A horizontal plane 150 feet above the established airport elevation, the perimeter of which in plan coincides with the perimeter of the horizontal zone.

Larger Than Utility Runway

A runway that is constructed for and intended to be used by propeller driven aircraft of greater than 12,500 pounds maximum gross weight and jet powered aircraft. Smyrna's runway 01/19 and runway 14/32 meet this designation.

Nonconforming Use

Any pre-existing structure, object of natural growth, or use of land, which is inconsistent with the provisions of this Section or an amendment thereto.

Non-Precision Instrument Runway

A runway having an existing instrument approach procedure utilizing air navigation facilities with only horizontal guidance or area type navigation equipment, for which a straight-in non-precision instrument approach procedure has been approved or planned. Smyrna's Runway 01/19 and Runway 14 meet this designation.

Obstruction

Any structure, growth, or other object, including a mobile object, which exceeds a limiting height set forth in Section 4.2.3 – C.

Person

An individual, firm, partnership, corporation, company, association, joint venture, or governmental entity; includes a trustee, a receiver, an assignee, or a similar representative of any of them.

Precision Instrument Runway

A runway having an existing instrument approach procedure utilizing an Instrument Landing System (ILS) or other Precision Approach such as Global Positioning System (GPS). (Smyrna's Runway 32 and 14 meet this designation.) (Smyrna Runway 01 and 19 meet this designation.)

Primary Surface

A surface longitudinally centered on a runway and extending 200 feet beyond each end of that runway. The width of the primary surface is set forth in Section 4.2.3-C. The elevation of any point on the primary surface is the same as the elevation of the nearest point on the runway centerline.

Runway

A defined area of an airport prepared for landing and take-off of aircraft along its length.

Structure

An object, including a mobile object, constructed or installed by man, including but without limitation, buildings, towers, cranes smokestacks, earth formations, and overhead transmission lines.

Transitional Surfaces

These surfaces extend outward at 90-degree angles to the runway centerline and the runway centerline extended at a slope of seven (7) feet horizontally for each foot vertically from the sides of the primary and approach surfaces to where they intersect the horizontal and conical surfaces. Transitional surfaces for those portions of the precision approach surfaces, which project through and beyond the limits of the conical surface, extend a distance of 5,000 feet measured horizontally from the edge of the approach surface and at 90-degree angles to the extended runway centerline.

Tree

Any object of natural growth.

Utility Runway

A runway that is constructed for and intended to be used by propeller-driven aircraft of 12,500 pounds maximum gross weight and less.

Visual Runway

A runway intended solely for the operation of aircraft using visual approach procedures.

Zoning Map

Smyrna Airport's Master Plan Update 2020, Part 77 Airspace Plan, is hereby attached to this Section and made a part hereof.

12.5.3 Airport Zones.

In order to carry out the provisions of this Section, there are hereby created and established certain zones which include all of the land lying beneath the approach surfaces, transitional surfaces, horizontal surfaces, and conical surfaces as they apply to Smyrna Airport. Such zones are shown on the Smyrna Airport Zoning Map. An area located in more than one (1) of the following zones is considered to be only in the zone with the more restrictive limitation. The various zones are hereby established and defined as follows:

- A. Utility Runway Visual Approach Zone— The inner edge of this approach zone coincides with the width of the primary surface and is 500 feet wide. The approach zone expands outward uniformly to a width of 1,250 feet at a horizontal distance of 5,000 feet from the primary surface. Its centerline is the continuation of the centerline of the runway.
- B. Runway Larger Than Utility With A Visibility Minimum As Low As $\frac{3}{4}$ Mile Nonprecision Instrument Approach Zone (Runway 01, Runway 19, Runway 14) – The inner edge of this approach zone coincides with the width of the primary surface and is 1,000 feet wide. The approach zone expands outward uniformly to a width of 4,000 feet at a horizontal distance of 10,000 feet from the primary surface. Its centerline is the continuation of the centerline of the runway.
- C. Precision Instrument Runway Approach Zone (Runway 32) – The inner edge of this approach zone coincides with the width of the primary surface and is 1,000 feet wide. The approach zone expands outward uniformly to a width of 16,000 feet at a horizontal distance of 50,000 feet from the primary surface. Its centerline is the continuation of the centerline of the runway.
- D. Transitional Zones – The transitional zones are the areas beneath the transitional surfaces.
- E. Horizontal Zones – The horizontal zones are established by swinging arcs of 10,000 feet radii from the center of each end of the primary surface of each runway and connecting the adjacent arcs by drawing lines tangent to those arcs. The horizontal zones so not include the approach and transitional zones.
- F. Conical Zones – The conical zones are established as the area that commences at the periphery of the horizontal zone and extends outward there from a horizontal distance or 4,000 feet.

12.5.4 Airport Zone Height Limitations.

Except as otherwise provided in this Section, no structure shall be erected, altered, or maintained, and no tree shall be allowed to grow in any zone created by this Section to a height in excess of the applicable height limit herein established for such zone. Such applicable height limitations are hereby established for each of the zones in question as follows:

- A. Utility Runway Visual Approach Zone (Future Runway 14L/32R) – Slopes twenty (20) feet outward for each foot upward beginning at the end of and at the same elevation as the primary surface and extending to a horizontal distance of 5,000 feet along the extended runway centerline.

- B. Runway Larger Than Utility With A Visibility Minimum As Low As $\frac{3}{4}$ Mile Nonprecision Instrument Approach Zone (Runway 012, Runway 19, Runway 14) – Slopes thirty-four (34) feet outward for each foot upward beginning at the end of and at the same elevation as the primary surface and extending to a horizontal distance of 10,000 feet along the extended runway centerline.
- C. Precision Instrument Runway Approach Zone (Runway 32, future Runway 32L) – Slopes fifty (50) feet outward for each foot upward beginning at the end of and at the same elevation as the primary surface and extending to a horizontal distance of 10,000 feet along the extended runway centerline; thence, slopes forth (40) feet horizontally for each foot vertically to an additional horizontal distance of 40,000 feet along the extended runway centerline.
- D. Transitional Zone – Slopes seven (7) feet outward for each foot upward beginning at the sides of and at the same elevation as the primary surface and the approach surface and extending to the height of 150 feet above the airport elevation, which is 543 feet above, mean sea level. In addition to the foregoing, there are established height limits sloping seven (7) feet outward for each foot upward beginning at the sides of and at the same elevation as the approach surface and extending to where they intersect the conical surface. Where the Runway 32 approach zone projects beyond the conical zone, there are established height limits sloping seven (7) feet outward for each foot upward beginning at the sides of and at the same elevation as the approach surface and extending to where they intersect the conical surface and extending a horizontal distance of 5,000 feet measured at 90-degree angles to the extended runway centerline.
- E. Horizontal Zone – Established at 150 feet above the airport elevation or at a height of 693 feet above mean seal level.
- F. Conical Zone – Slopes twenty (20) feet outward for each foot upward beginning at the periphery of the horizontal zone and at 150 feet above the airport elevation and extending to a height of 350 feet above the airport elevation.
- G. Excepted Height Limitations – Nothing in this Section shall be construed as height above the surface of the land (AGL) as follows:
 - (1) Runway 01 – 25 feet
 - (2) Future Runway 14L – 30 feet
 - (3) Runway 19 – 60 feet
 - (4) Runway 14 (future runway 14R) – 50 feet

12.5.5 Use Restrictions.

Notwithstanding any other provisions of this Section, no use may be made of land or water within any zone established by this Section in such a manner as to create electrical interference with navigational signals or radio communication between the airport and aircraft, make it difficult for pilots to distinguish between airport lights and others, result in glare in the eyes of pilots using the airport, impair visibility in the vicinity of the airport, create bird strike hazards, or otherwise in any way endanger or interfere with the landing, takeoff, or maneuvering of aircraft intending to use the airport.

12.5.6 Nonconforming Uses.

- A. Regulations Not Retroactive – The regulations prescribed by this Section shall not be construed to require the removal, lowering, or other change or alteration of any structure or tree not conforming to the regulations as of the effective date of this Section, or otherwise interfere with the continuance of nonconforming use. Nothing contained herein shall require any change in the construction, alteration, or intended use of any structure, the construction or alteration of which was begun prior to the effective date of this Section and is diligently prosecuted.
- B. Marking and Lighting – Notwithstanding the preceding provision of this Section, the owner of any existing nonconforming structure or tree is hereby required to permit the installation, operation, and maintenance thereon of such markers and lights as shall be deemed necessary by the Smyrna/Rutherford County Airport Authority to indicate to the operators of aircraft in the vicinity of the airport the presence of such airport obstruction. Such markers and lights shall be installed, operated, and maintained at the expense of the Airport Authority.

12.5.7 Permits.

- A. Future Uses – Except as specifically provided in 1, 2, and 3 hereunder, no material change shall be made in the use of land, no structure shall be erected or otherwise established, and no tree shall be planted in any zone hereby created unless a permit therefore shall have been applied for and granted by the Codes Department of the City of La Vergne. Each application for a permit shall indicate the purpose for which the permit is desired, with sufficient particularity to permit it to be determined whether the resulting use, structure or tree would conform to the regulations herein prescribed. If such determination is in the affirmative, the permit shall be granted. No permit for a use inconsistent with the provisions of this Section shall be granted unless a variance has been approved in accordance with Section 12.5.7 (D).
 - (1) In the area lying within the limits of the horizontal zone and conical zone, no permit shall be required for any tree or structure less than seventy-five feet of vertical height above the ground, except when, because of terrain, land contour, or topographic features, such tree or structure would extend above the height limits for such zones.
 - (2) In areas lying within the limits of the approach zones, but at a horizontal distance of not less than 4,200 feet from each end of the runway, no permit shall be required for any tree or structure less than seventy –five feet of vertical height above the ground, except when such tree or structure would extend above the height limits prescribed for such approach zones.
 - (3) In the areas lying within the limits of the transition zones beyond the perimeter of the horizontal zone, no permit shall be required for any tree or structure less than seventy-five feet of vertical height above the ground, except when such tree or structure, because of terrain, land contour, or topographic features, would extend above the height limits prescribed for such transition zones. Nothing contained in any of the foregoing exceptions shall be construed as permitting or intending to permit any construction, or alteration of any structure or growth of any tree in excess of any of the height limits established by this Ordinance except as set forth in Section 12.5.4.

- B. Existing Uses – No permit shall be granted that would allow the establishment or creation of an obstruction of permit a nonconforming use, structure, or tree to become a greater hazard to air navigation than it was on the effective date of this Section or any amendments thereto or than it is when the application for a permit is made. Except as indicated, all applications for such a permit shall be granted.
- C. Nonconforming Uses Abandoned or Destroyed – Whenever the City of La Vergne determines that a nonconforming tree or structure has been abandoned or more than 80% torn down, physically deteriorated, or decayed, no permit shall be granted that would allow such structure or tree to exceed the applicable height limit or otherwise deviate from the zoning regulations.
- D. Variances – Any person desiring to erect or increase the height of any structure or permit the growth of any tree or use property not in accordance with the regulations prescribed in this Ordinance, may apply to the Board of Zoning Appeals of the City of La Vergne for a variance from such regulations. The application for variance shall be accompanied by a determination from the Federal Aviation Administration as to the effect of the proposal on the operation of air navigation facilities and the safe, efficient use of navigable airspace. Such variances shall be allowed where it is duly found that a literal application or enforcement of the regulations will result in unnecessary hardship and relief granted, will not be contrary to the public interest, will not create a hazard to air navigation, will do substantial justice, and will be in accordance with the spirit of this Ordinance. Additionally, no application for variance to the requirements of this Ordinance may be considered by the Board of Zoning Appeals unless a copy of the application has been furnished to the Smyrna/Rutherford County Airport Authority for advice as to the aeronautical effects of the variance. If the Smyrna/Rutherford County Airport Authority does not respond to the application within fifteen (15) days after receipt, the Board of Zoning Appeals may act on its own to grant or deny said application.
- E. Obstruction Marking and Lighting – Any permit or variance granted may, if such action is deemed advisable to effectuate the purpose of this Ordinance and be reasonable in the circumstances, be so conditioned as to require the owner of the structure or tree in question to install, operate and maintain, at the owner's expense, such markings, and lights as may be necessary.

12.5.8 Enforcement.

It shall be the duty of the City of La Vergne to administer and enforce the regulations prescribed herein. Applications for permits and variances shall be made to the City of La Vergne upon a form published for that purpose. Applications required by this Section to be submitted to the City of La Vergne shall be promptly considered and granted or denied. Application for action by the Board of Zoning Appeals shall be forthwith transmitted thereto.

12.5.9 Judicial Review.

Any person aggrieved, or any taxpayer affected, by any decision of the Board of Zoning Appeals, may appeal to the Chancery Court of Rutherford County as provided in Public Law.

12.5.10 Penalties.

Each violation of this Section or of any regulation, order, or ruling promulgated hereunder shall constitute a misdemeanor and shall be punishable pursuant to the General Penalty Clause found in Section 5 of Ordinance #2009-33 and any amendment thereto; each day a violation continues to exist shall constitute a separate offense.

12.5.11 Conflicting Regulations.

Where there exists a conflict between any of the regulations or limitations prescribed in this Ordinance and any other regulations applicable to the same area, whether the conflict be with respect to the height of structures or tree and the use of land, or any other matter, the more stringent limitation or requirement shall govern and prevail.

12.5.12 Severability.

If any of the provisions of this Section or the application thereof to any person or circumstances are held invalid, such invalidity shall not affect other provisions or applications of the Section which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are declared to be severable.

12.6 Nashville International Airport (BNA)**12.6.1 Airport Zone.**

In order to carry out the provisions of this Section, there are hereby created and established a certain zone which includes all of the land lying beneath the approach surfaces, transitional surfaces, horizontal surfaces, and conical surfaces as they may apply to the Nashville International Airport. Such zone is shown on the BNA Overlay Zone.

12.7 Floodway Overlay

* Definitions in this section apply to the flood plain overlay only.

12.7.1 Statutory Authorization, Findings of Fact, Purpose, and Objectives**A. Statutory Authorization**

The Legislature of the State of Tennessee has in Sections 13-7-201 through 13-7-210; Tennessee Code Annotated delegated the responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the City of La Vergne, Tennessee Board of Mayor and Aldermen, does ordain as follows:

B. Findings of Fact

- (1) The City of La Vergne, Tennessee, Mayor and its Board of Alderman, wishes to maintain eligibility in the National Flood Insurance Program (NFIP) and in order to do so must meet the NFIP regulations found in Title 44 of the Code of Federal Regulations (CFR), Ch. 1, Section 60.3.

- (2) Areas of the City of La Vergne, Tennessee are subject to periodic inundation which could result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.
- (3) Flood losses are caused by the cumulative effect of obstructions in floodplains, causing increases in flood heights and velocities; by uses in flood hazard areas which are vulnerable to floods; or construction which is inadequately elevated, floodproofed, or otherwise unprotected from flood damages.

C. Statement of Purpose

It is the purpose of this Ordinance to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas. This Ordinance is designed to:

- (1) Restrict or prohibit uses which are vulnerable to flooding or erosion hazards, or which result in damaging increases in erosion, flood heights, or velocities;
- (2) Require that uses vulnerable to floods, including community facilities, be protected against flood damage at the time of initial construction;
- (3) Control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of floodwaters;
- (4) Control filling, grading, dredging and other development which may increase flood damage or erosion;
- (5) Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands.

D. Objectives

The objectives of this Ordinance are:

- (1) To protect human life, health, safety and property;
- (2) To minimize expenditure of public funds for costly flood control projects;
- (3) To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (4) To minimize prolonged business interruptions;
- (5) To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodprone areas;
- (6) To help maintain a stable tax base by providing for the sound use and development of floodprone areas to minimize blight in flood areas;
- (7) To ensure that potential homebuyers are notified that property is in a floodprone area;
- (8) To maintain eligibility for participation in the NFIP.

12.7.2 Definitions

Unless specifically defined below, words or phrases used in this Ordinance shall be interpreted as to give them the meaning they have in common usage and to give this Ordinance its most reasonable application given its stated purpose and objectives.

Accessory Structure

A subordinate structure to the principal structure on the same lot and, for the purpose of this Ordinance, shall conform to the following:

- A. Accessory structures shall only be used for parking of vehicles and storage.
- B. Accessory structures shall be designed to have low flood damage potential.
- C. Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters.
- D. Accessory structures shall be firmly anchored to prevent flotation, collapse, and lateral movement, which otherwise may result in damage to other structures.
- E. Utilities and service facilities such as electrical and heating equipment shall be elevated or otherwise protected from intrusion of floodwaters.

Act

The statutes authorizing the National Flood Insurance Program that are incorporated in 42 U.S.C. 4001-4128.

Addition (to an existing building)

Any walled and roofed expansion to the perimeter or height of a building.

Appeal

A request for a review of the local enforcement officer's interpretation of any provision of this Ordinance or a request for a variance.

Area of Shallow Flooding

A designated AO or AH Zone on a community's Flood Insurance Rate Map (FIRM) with one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate; and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of Special Flood-related Erosion Hazard

The land within a community which is most likely to be subject to severe flood-related erosion losses. The area may be designated as Zone E on the Flood Hazard Boundary Map (FHBM). After the detailed evaluation of the special flood-related erosion hazard area in preparation for publication of the FIRM, Zone E may be further refined.

Area of Special Flood Hazard

See "Special Flood Hazard Area"

Base Flood

The flood having a one percent chance of being equaled or exceeded in any given year. This term is also referred to as the 100-year flood or the one (1)-percent annual chance flood.

Basement

Any portion of a building having its floor subgrade (below ground level) on all sides.

Breakaway Wall

A wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.

Building

See "Structure"

Development

Any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavating, drilling operations, or storage of equipment or materials.

Elevated Building

A non-basement building built to have the lowest floor of the lowest enclosed area elevated above the ground level by means of solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of floodwater, pilings, columns, piers, or shear walls adequately anchored so as not to impair the structural integrity of the building during a base flood event.

Emergency Flood Insurance Program or Emergency Program

The program as implemented on an emergency basis in accordance with Section 1336 of the Act. It is intended as a program to provide a first layer amount of insurance on all insurable structures before the effective date of the initial FIRM.

Erosion

The process of the gradual wearing away of land masses. This peril is not “per se” covered under the Program.

Exception

A waiver from the provisions of this Ordinance which relieves the applicant from the requirements of a rule, regulation, order or other determination made or issued pursuant to this Ordinance.

Existing Construction

Any structure for which the "start of construction" commenced before the effective date of the initial floodplain management code or ordinance adopted by the community as a basis for that community's participation in the NFIP.

Existing Manufactured Home Park or Subdivision

A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, final site grading or the pouring of concrete pads) is completed before the effective date of the first floodplain management code or ordinance adopted by the community as a basis for that community's participation in the NFIP.

Existing Structures

See "Existing Construction"

Expansion to an Existing Manufactured Home Park or Subdivision

The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Flood or Flooding

- A. A general and temporary condition of partial or complete inundation of normally dry land areas from:
 - (1) The overflow of inland or tidal waters.
 - (2) The unusual and rapid accumulation or runoff of surface waters from any source.
 - (3) Mudslides (i.e., mudflows) which are proximately caused by flooding as defined in paragraph (A)(2) of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.
- B. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph (A)(2) of this definition.

Flood Elevation Determination

A determination by the Federal Emergency Management Agency (FEMA) of the water surface elevations of the base flood, that is, the flood level that has a one percent or greater chance of occurrence in any given year.

Flood Elevation Study

An examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) or flood-related erosion hazards.

Flood Hazard Boundary Map (FHBM)

An official map of a community, issued by FEMA, where the boundaries of areas of special flood hazard have been designated as Zone A.

Flood Insurance Rate Map (FIRM)

An official map of a community, issued by FEMA, delineating the areas of special flood hazard or the risk premium zones applicable to the community.

Flood Insurance Study

The official report provided by FEMA, evaluating flood hazards and containing flood profiles and water surface elevation of the base flood.

Floodplain or Floodprone Area

Any land area susceptible to being inundated by water from any source (see definition of "flooding").

Floodplain Management

The operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

Flood Protection System

Those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the area within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

Floodproofing

Any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities and structures and their contents.

Flood-related Erosion

The collapse or subsidence of land along the shore of a lake or other body of water as a result of undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as a flash flood, or by some similarly unusual and unforeseeable event which results in flooding.

Flood-related Erosion Area or Flood-related Erosion Prone Area

A land area adjoining the shore of a lake or other body of water, which due to the composition of the shoreline or bank and high water levels or wind-driven currents, is likely to suffer flood-related erosion damage.

Flood-related Erosion Area Management

The operation of an overall program of corrective and preventive measures for reducing flood-related erosion damage, including but not limited to emergency preparedness plans, flood-related erosion control works and floodplain management regulations.

Floodway

The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Freeboard

A factor of safety usually expressed in feet above a flood level for purposes of floodplain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, blockage of bridge or culvert openings, and the hydrological effect of urbanization of the watershed.

Functionally Dependent Use

A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

"Highest Adjacent Grade" means the highest natural elevation of the ground surface, prior to construction, adjacent to the proposed walls of a structure.

Historic Structure

Any structure that is:

- A. Listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- B. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- C. Individually listed on the Tennessee inventory of historic places and determined as eligible by states with historic preservation programs which have been approved by the Secretary of the Interior; or
- D. Individually listed on the City of La Vergne, Tennessee inventory of historic places and determined as eligible by communities with historic preservation programs that have been certified either:

- (1) By the approved Tennessee program as determined by the Secretary of the Interior or
- (2) Directly by the Secretary of the Interior.

Levee

A man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control or divert the flow of water so as to provide protection from temporary flooding.

Levee System

A flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

Lowest Floor

The lowest floor of the lowest enclosed area, including a basement. An unfinished or flood resistant enclosure used solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this Ordinance.

Manufactured Home

A structure, transportable in one or more sections, which is built on a permanent chassis and designed for use with or without a permanent foundation when attached to the required utilities. The term "Manufactured Home" does not include a "Recreational Vehicle".

Manufactured Home Park or Subdivision

A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Map

The Flood Hazard Boundary Map (FHBM) or the Flood Insurance Rate Map (FIRM) for a community issued by FEMA.

Mean Sea Level

The average height of the sea for all stages of the tide. It is used as a reference for establishing various elevations within the floodplain. For the purposes of this Ordinance, the term is synonymous with the National Geodetic Vertical Datum (NGVD) of 1929, the North American Vertical Datum (NAVD) of 1988, or other datum, to which Base Flood Elevations shown on a community's Flood Insurance Rate Map are referenced.

National Geodetic Vertical Datum (NGVD)

As corrected in 1929, a vertical control used as a reference for establishing varying elevations within the floodplain.

New Construction

Any structure for which the "start of construction" commenced on or after the effective date of the initial floodplain management Ordinance and includes any subsequent improvements to such structure.

New Manufactured Home Park or Subdivision

A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of this ordinance or the effective date of the initial floodplain management ordinance and includes any subsequent improvements to such structure.

North American Vertical Datum (NAVD)

As corrected in 1988, a vertical control used as a reference for establishing varying elevations within the floodplain.

100-year Flood

See "Base Flood"

Person

Any individual or group of individuals, corporation, partnership, association, or any other entity, including State and local governments and agencies.

Reasonably Safe from Flooding

Base flood waters will not inundate the land or damage structures to be removed from the Special Flood Hazard Area and that any subsurface waters related to the base flood will not damage existing or proposed structures.

Recreational Vehicle

A vehicle which is:

- A. Built on a single chassis;
- B. 400 square feet or less when measured at the largest horizontal projection;
- C. Designed to be self-propelled or permanently towable by a light duty truck;
- D. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Regulatory Floodway

The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Regulatory Flood Protection Elevation

The “Base Flood Elevation” plus the “Freeboard”. In “Special Flood Hazard Areas” where Base Flood Elevations (BFEs) have been determined, this elevation shall be the BFE plus 1 foot. In “Special Flood Hazard Areas” where no BFE has been established, this elevation shall be at least three (3) feet above the highest adjacent grade.

Riverine

Relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

Special Flood Hazard Area

The land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. The area may be designated as Zone A on the FHBM. After detailed ratemaking has been completed in preparation for publication of the FIRM, Zone A usually is refined into Zones A, AO, AH, A1-30, AE or A99.

Special Hazard Area

An area having special flood, mudslide (i.e., mudflow) and/or flood-related erosion hazards, and shown on an FHBM or FIRM as Zone A, AO, A1-30, AE, A99, or AH.

Start of Construction

Includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure (including a manufactured home) on a site, such as the pouring of slabs or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; and includes the placement of a manufactured home on a foundation. Permanent construction does not include initial land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds, not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

State Coordinating Agency

The Tennessee Emergency Management Agency, State NFIP Office, as designated by the Governor of the State of Tennessee at the request of FEMA to assist in the implementation of the NFIP for the State.

Structure

For purposes of this Ordinance, means a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

Substantial Damage

Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed fifty percent (50%) of the market value of the structure before the damage occurred.

Substantial Improvement

Any reconstruction, rehabilitation, addition, alteration or other improvement of a structure in which the cost equals or exceeds fifty percent (50%) of the market value of the structure before the "start of construction" of the initial improvement. This term includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The market value of the structure should be (1) the appraised value of the structure prior to the start of the initial improvement, or (2) in the case of substantial damage, the value of the structure prior to the damage occurring.

The term does not, however, include either: (1) Any project for improvement of a structure to correct existing violations of State or local health, sanitary, or safety code specifications which have been pre-identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions and not solely triggered by an improvement or repair project or; (2) Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure".

Substantially Improved Existing Manufactured Home Parks or Subdivisions

Where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds fifty percent (50%) of the value of the streets, utilities and pads before the repair, reconstruction or improvement commenced.

Variance

A grant of relief from the requirements of this Ordinance.

Violation

The failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certification, or other evidence of compliance required in this Ordinance is presumed to be in violation until such time as that documentation is provided.

Water Surface Elevation

The height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, the North American Vertical Datum (NAVD) of 1988, or other datum, where specified, of floods of various magnitudes and frequencies in the floodplains of riverine areas.

12.7.3 General Provisions**A. Application**

This Ordinance shall apply to all areas within the incorporated area of La Vergne, Tennessee.

B. Basis for Establishing the Areas of Special Flood Hazard

The Areas of Special Flood Hazard identified on the City of La Vergne, Tennessee, as identified by FEMA, and in its Flood Insurance Study (FIS) and Flood Insurance Rate Map (FIRM), Community Panel Numbers 47149C0010J, 47149C0015J, 47149C0020K, 47149C0028J, 47149C0040K, 47149C0105J, and 47149C0106J, dated May 9, 2023, along with all supporting technical data, are adopted by reference and declared to be a part of this Ordinance.

C. Requirement for Development Permit

A development permit shall be required in conformity with this Ordinance prior to the commencement of any development activities.

D. Compliance

No land, structure or use shall hereafter be located, extended, converted or structurally altered without full compliance with the terms of this Ordinance and other applicable regulations.

E. Abrogation and Greater Restrictions

This Ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants or deed restrictions. However, where this Ordinance conflicts or overlaps with another regulatory instrument, whichever imposes the more stringent restrictions shall prevail.

F. Interpretation

In the interpretation and application of this Ordinance, all provisions shall be: (1) considered as minimum requirements; (2) liberally construed in favor of the governing body and; (3) deemed neither to limit nor repeal any other powers granted under Tennessee statutes.

G. Warning and Disclaimer of Liability

The degree of flood protection required by this Ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This Ordinance does not imply that land outside the Areas of Special Flood Hazard or uses permitted within such areas will be free from flooding or flood damages. This Ordinance shall not create liability on the part of the City of La Vergne, Tennessee or by any officer or employee thereof for any flood damages that result from reliance on this Ordinance or any administrative decision lawfully made hereunder.

H. Penalties for Violation

Violation of the provisions of this Ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance shall constitute a misdemeanor punishable as other

misdemeanors as provided by law. Any person who violates this ordinance or fails to comply with any of its requirements shall, upon adjudication therefore, be fined as prescribed by Tennessee statutes, and in addition, shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the City of La Vergne, Tennessee from taking such other lawful actions to prevent or remedy any violation.

12.7.4 Administration

A. Designation of Ordinance Administrator

The Codes Director is hereby appointed as the Administrator to implement the provisions of this Ordinance.

B. Permit Procedures

Application for a development permit shall be made to the Administrator on forms furnished by the community prior to any development activities. The development permit may include, but is not limited to the following: plans in duplicate drawn to scale and showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, earthen fill placement, storage of materials or equipment, and drainage facilities. Specifically, the following information is required:

(1) Application stage

- (a) Elevation in relation to mean sea level of the proposed lowest floor, including basement, of all buildings where Base Flood Elevations are available, or to certain height above the highest adjacent grade when applicable under this Ordinance.
- (b) Elevation in relation to mean sea level to which any non-residential building will be floodproofed where Base Flood Elevations are available, or to certain height above the highest adjacent grade when applicable under this Ordinance.
- (c) A FEMA Floodproofing Certificate from a Tennessee registered professional engineer or architect that the proposed non-residential floodproofed building will meet the floodproofing criteria in Sections 12.7.5(A) and 12.7.5(B).
- (d) Description of the extent to which any watercourse will be altered or relocated as a result of proposed development.
- (e) In order to determine if improvements or damage meet the Substantial Improvement or Substantial Damage criteria, the applicant shall provide to the Floodplain Administrator a detailed cost to repair all damages and/or cost of improvements which includes the complete costs associated with all types of work necessary to completely repair or improve a building. These include the costs of all materials, labor, and other items necessary to perform the proposed work. These must be in the form of:
 - (i) An itemized costs of materials, and labor, or estimates of materials and labor that are prepared by licensed contractors or professional construction cost estimators

- (ii) Building valuation tables published by building code organizations and cost-estimating manuals and tools available from professional building cost-estimating services.
- (iii) A qualified estimate of costs that is prepared by the local official using professional judgement and knowledge of local and regional construction costs.
- (iv) A detailed cost estimate provided and prepared by the building owner. This must include as much supporting documentation as possible (such as pricing information from lumber companies, plumbing and electrical suppliers, etc). In addition, the estimate must include the value of labor, including the value of the owner's labor.

(2) Construction Stage

- (a) Within AE Zones, where Base Flood Elevation data is available, any lowest floor certification made relative to mean sea level shall be prepared by or under the direct supervision of, a Tennessee registered land surveyor and certified by same. The Administrator shall record the elevation of the lowest floor on the development permit. When floodproofing is utilized for a non-residential building, said certification shall be prepared by, or under the direct supervision of, a Tennessee registered professional engineer or architect and certified by same.
- (b) Within approximate A Zones, where Base Flood Elevation data is not available, the elevation of the lowest floor shall be determined as the measurement of the lowest floor of the building relative to the highest adjacent grade. The Administrator shall record the elevation of the lowest floor on the development permit. When floodproofing is utilized for a non-residential building, said certification shall be prepared by, or under the direct supervision of, a Tennessee registered professional engineer or architect and certified by same.
- (c) For all new construction and substantial improvements, the permit holder shall provide to the Administrator an as-built certification of the lowest floor elevation or floodproofing level upon the completion of the lowest floor or floodproofing.
- (d) Any work undertaken prior to submission of the certification shall be at the permit holder's risk. The Administrator shall review the above-referenced certification data. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further work being allowed to proceed. Failure to submit the certification or failure to make said corrections required hereby, shall be cause to issue a stop-work order for the project.

(3) Finished Construction Stage

A final Finished Construction Elevation Certificate is required after construction is completed and prior to Certificate of Compliance/Occupancy issuance. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of final as-built construction of the elevation of the reference level and all attendant utilities. The Administrator will keep the certificate on file in perpetuity.

C. Duties and Responsibilities of the Administrator

Duties of the Administrator shall include, but not be limited to, the following:

- (1) Review all development permits to assure that the permit requirements of this Ordinance have been satisfied, and that proposed building sites will be reasonably safe from flooding.
- (2) Review proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by Federal or State law, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334.
- (3) Notify adjacent communities and the Tennessee Emergency Management Agency, State NFIP Office, prior to any alteration or relocation of a watercourse and submit evidence of such notification to FEMA.
- (4) For any altered or relocated watercourse, submit engineering data/analysis within six (6) months to FEMA to ensure accuracy of community FIRM's through the Letter of Map Revision process.
- (5) Assure that the flood carrying capacity within an altered or relocated portion of any watercourse is maintained.
- (6) Record the elevation, in relation to mean sea level or the highest adjacent grade, where applicable, of the lowest floor (including basement) of all new and substantially improved buildings, in accordance with Section 12.7.4(B).
- (7) Record the actual elevation, in relation to mean sea level or the highest adjacent grade, where applicable to which the new and substantially improved buildings have been floodproofed, in accordance with Section 12.7.4(B).
- (8) When floodproofing is utilized for a nonresidential structure, obtain certification of design criteria from a Tennessee registered professional engineer or architect, in accordance with Section 12.7.4(B).
- (9) Where interpretation is needed as to the exact location of boundaries of the Areas of Special Flood Hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), make the necessary interpretation. Any person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this Ordinance.
- (10) When Base Flood Elevation data and floodway data have not been provided by FEMA, obtain, review, and reasonably utilize any Base Flood Elevation and floodway data available from a Federal, State, or other sources, including data developed as a result of these regulations, as criteria for requiring that new construction, substantial improvements, or other development in Zone A on the City of La Vergne, Tennessee FIRM meet the requirements of this Ordinance.
- (11) Maintain all records pertaining to the provisions of this Ordinance in the office of the Administrator and shall be open for public inspection. Permits issued under the provisions of this Ordinance shall be maintained in a separate file or marked for expedited retrieval within combined files.
- (12) A final Finished Construction Elevation Certificate (FEMA Form 086-0-33) is required after construction is completed and prior to Certificate of Compliance/Occupancy

issuance. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of final as-built construction of the elevation of the reference level and all attendant utilities. The Floodplain Administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to Certificate of Compliance/Occupancy issuance. In some instances, another certification may be required to certify corrected as-built construction. Failure to submit the certification or failure to make required corrections shall be cause to withhold the issuance of a Certificate of Compliance/Occupancy. The Finished Construction Elevation Certificate certifier shall provide at least 2 photographs showing the front and rear of the building taken within 90 days from the date of certification. The photographs must be taken with views confirming the building description and diagram number provided in Section A. To the extent possible, these photographs should show the entire building including foundation. If the building has split-level or multi-level areas, provide at least 2 additional photographs showing side views of the building. In addition, when applicable, provide a photograph of the foundation showing a representative example of the flood openings or vents. All photographs must be in color and measure at least 3" × 3". Digital photographs are acceptable.

12.7.5 Provisions For Flood Hazard Reduction

A. General Standards

In all areas of special flood hazard, the following provisions are required:

- (1) New construction and substantial improvements shall be anchored to prevent flotation, collapse and lateral movement of the structure;
- (2) Manufactured homes shall be installed using methods and practices that minimize flood damage. They must be elevated and anchored to prevent flotation, collapse and lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State of Tennessee and local anchoring requirements for resisting wind forces.
- (3) New construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage;
- (4) New construction and substantial improvements shall be constructed by methods and practices that minimize flood damage;
- (5) All electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;
- (6) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
- (7) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters;
- (8) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding;

- (9) Any alteration, repair, reconstruction or improvements to a building that is in compliance with the provisions of this Ordinance, shall meet the requirements of "new construction" as contained in this Ordinance;
- (10) Any alteration, repair, reconstruction or improvements to a building that is not in compliance with the provision of this Ordinance, shall be undertaken only if said non-conformity is not further extended or replaced;
- (11) All new construction and substantial improvement proposals shall provide copies of all necessary Federal and State permits, including Section 404 of the Federal Water Pollution Control Act amendments of 1972, 33 U.S.C. 1334;
- (12) All subdivision proposals and other proposed new development proposals shall meet the standards of Section 12.7.5(B);
- (13) When proposed new construction and substantial improvements are partially located in an area of special flood hazard, the entire structure shall meet the standards for new construction;
- (14) When proposed new construction and substantial improvements are located in multiple flood hazard risk zones or in a flood hazard risk zone with multiple Base Flood Elevations, the entire structure shall meet the standards for the most hazardous flood hazard risk zone and the highest Base Flood Elevation.

B. Specific Standards

In all Areas of Special Flood Hazard, the following provisions, in addition to those set forth in Section 12.7.5(A), are required:

(1) Residential Structures

In AE Zones where Base Flood Elevation data is available, new construction and substantial improvement of any residential building (or manufactured home) shall have the lowest floor, including basement, elevated to no lower than one (1) foot above the Base Flood Elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with the standards of this section: "Enclosures".

Within approximate A Zones where Base Flood Elevations have not been established and where alternative data is not available, the administrator shall require the lowest floor of a building to be elevated to a level of at least three (3) feet above the highest adjacent grade (as defined in Chapter 2). Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with the standards of this section: "Enclosures"

(2) Non-Residential Structures

In AE Zones, where Base Flood Elevation data is available, new construction and substantial improvement of any commercial, industrial, or non-residential building, shall have the lowest floor, including basement, elevated or floodproofed to no lower

than one (1) foot above the level of the Base Flood Elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with the standards of this section: “Enclosures”

In approximate A Zones, where Base Flood Elevations have not been established and where alternative data is not available, new construction and substantial improvement of any commercial, industrial, or non-residential building, shall have the lowest floor, including basement, elevated or floodproofed to no lower than three (3) feet above the highest adjacent grade (as defined in Section 12.7.2). Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with the standards of this section: “Enclosures”

Non-Residential buildings located in all A Zones may be floodproofed, in lieu of being elevated, provided that all areas of the building below the required elevation are watertight, with walls substantially impermeable to the passage of water, and are built with structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy. A Tennessee registered professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the Administrator as set forth in Section 12.7.4(B).

(3) Enclosures

All new construction and substantial improvements that include fully enclosed areas formed by foundation and other exterior walls below the lowest floor that are subject to flooding, shall be designed to preclude finished living space and designed to allow for the entry and exit of flood waters to automatically equalize hydrostatic flood forces on exterior walls.

- (a) Designs for complying with this requirement must either be certified by a Tennessee professional engineer or architect or meet or exceed the following minimum criteria.
 - (i) Provide a minimum of two openings having a total net area of not less than one (1) square inch for every square foot of enclosed area subject to flooding;
 - (ii) The bottom of all openings shall be no higher than one (1) foot above the finished grade;
 - (iii) Openings may be equipped with screens, louvers, valves or other coverings or devices provided they permit the automatic flow of floodwaters in both directions.
- (b) The enclosed area shall be the minimum necessary to allow for parking of vehicles, storage or building access.

- (c) The interior portion of such enclosed area shall not be finished or partitioned into separate rooms in such a way as to impede the movement of floodwaters and all such partitions shall comply with the provisions of Section 12.7.5(B).
- (4) Standards for Manufactured Homes and Recreational Vehicles
 - (a) All manufactured homes placed, or substantially improved, on: (1) individual lots or parcels, (2) in expansions to existing manufactured home parks or subdivisions, or (3) in new or substantially improved manufactured home parks or subdivisions, must meet all the requirements of new construction.
 - (b) All manufactured homes placed or substantially improved in an existing manufactured home park or subdivision must be elevated so that either:
 - (i) In AE Zones, with Base Flood Elevations, the lowest floor of the manufactured home is elevated on a permanent foundation to no lower than one (1) foot above the level of the Base Flood Elevation or
 - (ii) In approximate A Zones, without Base Flood Elevations, the manufactured home chassis is elevated and supported by reinforced piers (or other foundation elements of at least equivalent strength) that are at least three (3) feet in height above the highest adjacent grade (as defined in Section 12.7.2).
 - (c) Any manufactured home, which has incurred “substantial damage” as the result of a flood, must meet the standards of Sections 12.7.2(A) and 12.7.2(B).
 - (d) All manufactured homes must be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement.
 - (e) All recreational vehicles placed in an identified Special Flood Hazard Area must either:
 - (i) Be on the site for fewer than 180 consecutive days;
 - (ii) Be fully licensed and ready for highway use (a recreational vehicle is ready for highway use if it is licensed, on its wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached structures or additions), or;
 - (iii) The recreational vehicle must meet all the requirements for new construction.
- (5) Standards for Subdivisions and Other Proposed New Development Proposals

Subdivisions and other proposed new developments, including manufactured home parks, shall be reviewed to determine whether such proposals will be reasonably safe from flooding.

 - (a) All subdivision and other proposed new development proposals shall be consistent with the need to minimize flood damage.
 - (b) All subdivision and other proposed new development proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.
 - (c) All subdivision and other proposed new development proposals shall have adequate drainage provided to reduce exposure to flood hazards.
 - (d) In all approximate A Zones require that all new subdivision proposals and other proposed developments (including proposals for manufactured home parks and

subdivisions) greater than 50 lots or 5 acres, whichever is the lesser, include within such proposals Base Flood Elevation data (See Section 12.7.5(E)).

C. Standards for Special Flood Hazard Areas with Established Base Flood Elevations and With Floodways Designated

Located within the Special Flood Hazard Areas established in Section 12.7.3(B), are areas designated as floodways. A floodway may be an extremely hazardous area due to the velocity of floodwaters, debris or erosion potential. In addition, the area must remain free of encroachment in order to allow for the discharge of the base flood without increased flood heights and velocities. Therefore, the following provisions shall apply:

- (1) Encroachments are prohibited, including fill, new construction, substantial improvements or other development within the adopted regulatory floodway. Development may be permitted however, provided it is demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the encroachment shall not result in any increase in flood levels or floodway widths during a base flood discharge. A registered professional engineer must provide supporting technical data and certification thereof;
- (2) A community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the applicant first applies for a conditional letter of map revision (CLOMR) and floodway revision, fulfills the requirements for such revisions as established under the provisions of § 65.12, and receives the approval of FEMA;
- (3) ONLY if Section 12.7.5(C), provisions (1) through (2) are satisfied, then any new construction or substantial improvement shall comply with all other applicable flood hazard reduction provisions of Section 12.7.5(A) and 12.7.5(B).

D. Standards for Areas of Special Flood Hazard Zones AE with Established Base Flood Elevations but Without Floodways Designated

Located within the Special Flood Hazard Areas established in Section 12.7.3(B), where streams exist with base flood data provided but where no floodways have been designated (Zones AE), the following provisions apply:

- (1) Require until a regulatory floodway is designated, that no new construction, substantial, or other development, including fill shall be permitted within Zone AE on the community's FIRM, unless it is demonstrated through hydrologic and hydraulic analyses performed that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any point within the community.
- (2) A community may permit encroachments within Zones AE on the community's FIRM, that would result in an increase in the water surface elevation of the base flood, provided that the applicant first applies for a conditional letter of map revision (CLOMR) and floodway revision, fulfills the requirements for such revisions as established under the provisions of § 65.12, and receives the approval of FEMA;

- (3) ONLY if Section 12.7.5(D) provisions (1) through (2) are satisfied, then any new construction or substantial improvement shall comply with all other applicable flood hazard reduction provisions of Section 12.7.5(A) and 12.7.5(B).
- E. Standards for Streams without Established Base Flood Elevations and Floodways (A Zones)
 Located within the Special Flood Hazard Areas established in Section 12.7.3(B), where streams exist, but no base flood data has been provided and where a Floodway has not been delineated, the following provisions shall apply:
- (1) The Administrator shall obtain, review, and reasonably utilize any Base Flood Elevation and floodway data available from any Federal, State, or other sources, including data developed as a result of these regulations (see Section (2) below), as criteria for requiring that new construction, substantial improvements, or other development in approximate A Zones meet the requirements of Section 12.7.5(A) and 12.7.5(B).
 - (2) Require that all new subdivision proposals and other proposed developments (including proposals for manufactured home parks and subdivisions) greater than 50 lots or 5 acres, whichever is the lesser, include within such proposals Base Flood Elevation data.
 - (3) Within approximate A Zones, where Base Flood Elevations have not been established and where such data is not available from other sources, require the lowest floor of a building to be elevated or floodproofed to a level of at least three (3) feet above the highest adjacent grade (as defined in Section 12.7.2). All applicable data including elevations or floodproofing certifications shall be recorded as set forth in Section 12.7.4(B). Openings sufficient to facilitate automatic equalization of hydrostatic flood forces on exterior walls shall be provided in accordance with the standards of Section 12.7.5(B).
 - (4) Within approximate A Zones, where Base Flood Elevations have not been established and where such data is not available from other sources, no encroachments, including structures or fill material, shall be located within an area equal to the width of the stream or twenty feet (20), whichever is greater, measured from the top of the stream bank, unless certification by a Tennessee registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any point within the City of La Vergne, Tennessee. The engineering certification should be supported by technical data that conforms to standard hydraulic engineering principles.
 - (5) New construction and substantial improvements of buildings, where permitted, shall comply with all applicable flood hazard reduction provisions of Sections 12.7.5(A) and 12.7.5(B). Within approximate A Zones, require that those subsections of Section 12.7.5(B) dealing with the alteration or relocation of a watercourse, assuring watercourse carrying capacities are maintained and manufactured homes provisions are complied with as required.

F. Standards For Areas of Shallow Flooding (Zone AO)

Located within the Special Flood Hazard Areas established in Section 12.7.3(B), are areas designated as shallow flooding areas. These areas have special flood hazards associated with base flood depths of one (1) to three (3) feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and indeterminate. In addition to Sections 12.7.5(A) and 12.7.5(B), all new construction and substantial improvements shall meet the following requirements:

- (1) The lowest floor (including basement) shall be elevated at least as high as the depth number specified on the Flood Insurance Rate Map (FIRM), in feet, plus a freeboard of one (1) foot above the highest adjacent grade; or at least three (3) feet above the highest adjacent grade, if no depth number is specified.
- (2) Non-residential structures may, in lieu of elevation, be floodproofed to the same level as required in Section 12.7.5(F) so that the structure, together with attendant utility and sanitary facilities, below that level shall be watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. Certification is required in accordance with Section 12.7.4(B)(1)(c) and Section 12.7.5(B)(2).
- (3) Adequate drainage paths shall be provided around structures on slopes, to guide floodwaters around and away from proposed structures.

G. Standards For Areas of Shallow Flooding (Zone AH)

Located within the Special Flood Hazard Areas established in Section 12.7.3(B), are areas designated as shallow flooding areas. These areas are subject to inundation by 1-percent-annual-chance shallow flooding (usually areas of ponding) where average depths are one (1) to three (3) feet. Base Flood Elevations are derived from detailed hydraulic analyses are shown in this zone. In addition to meeting the requirements of Sections 12.7.5(A) and 12.7.5(B), all new construction and substantial improvements shall meet the following requirements:

- (1) Adequate drainage paths shall be provided around structures on slopes, to guide floodwaters around and away from proposed structures.

H. Standards For Areas Protected by Flood Protection System (A-99 Zones)

Located within the Areas of Special Flood Hazard established in Section 12.7.3(B), are areas of the 100-year floodplain protected by a flood protection system but where Base Flood Elevations have not been determined. Within these areas (A-99 Zones) all provisions of Section 12.7.4 and Section 12.7.5 shall apply.

I. Standards for Unmapped Streams

Located within the City of La Vergne, Tennessee, are unmapped streams where areas of special flood hazard are neither indicated nor identified. Adjacent to such streams, the following provisions shall apply:

- (1) No encroachments including fill material or other development including structures shall be located within an area of at least equal to twice the width of the stream,

measured from the top of each stream bank, unless certification by a Tennessee registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any point within the La Vergne.

- (2) When a new flood hazard risk zone, and Base Flood Elevation and floodway data is available, new construction and substantial improvements shall meet the standards established in accordance with Sections D and E.
- (3) ONLY if Section 12.7.5(I) provisions (1) and (2) are satisfied, then any new construction or substantial improvement shall comply with all other applicable flood hazard reduction provisions of Sections 12.7.5(A) and 12.7.5(B).

12.7.6 Variance Procedures

A. Board of Zoning Appeals

(1) Authority

The City of La Vergne Board of Zoning Appeals shall hear and decide appeals and requests for variances from the requirements of this Ordinance.

(2) Appeals: How Taken

An appeal to the Board of Zoning Appeals may be taken by any person, firm or corporation aggrieved or by any governmental officer, department, or bureau affected by any decision of the Administrator based in whole or in part upon the provisions of this Ordinance. Such appeal shall be taken by filing with the Board of Zoning Appeals a notice of appeal, specifying the grounds thereof. In all cases where an appeal is made by a property owner or other interested party, an application fee as set forth in the fee schedule adopted with the annual budget shall be paid by the appellant. The Administrator shall transmit to the Board of Zoning Appeals all papers constituting the record upon which the appeal action was taken. The Board of Zoning Appeals shall fix a reasonable time for the hearing of the appeal, give public notice thereof, as well as due notice to parties in interest. At the hearing, any person or party may appear and be heard in person or by agent or by attorney.

(3) Powers

The Board of Zoning Appeals shall have the following powers:

(a) Administrative Review

To hear and decide appeals where it is alleged by the applicant that there is error in any order, requirement, permit, decision, determination, or refusal made by the Administrator or other administrative official in carrying out or enforcement of any provisions of this Ordinance.

(b) Variance Procedures

In the case of a request for a variance the following shall apply:

- (i) The City of La Vergne Board of Zoning Appeals shall hear and decide appeals and requests for variances from the requirements of this Ordinance.

- (ii) Variances may be issued for the repair or rehabilitation of historic structures as defined, herein, upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary deviation from the requirements of this Ordinance to preserve the historic character and design of the structure.
- (iii) In passing upon such applications, the Board of Zoning Appeals shall consider all technical evaluations, all relevant factors, all standards specified in other sections of this Ordinance, and:
 - a. The danger that materials may be swept onto other property to the injury of others;
 - b. The danger to life and property due to flooding or erosion;
 - c. The susceptibility of the proposed facility and its contents to flood damage;
 - d. The importance of the services provided by the proposed facility to the community;
 - e. The necessity of the facility to a waterfront location, in the case of a functionally dependent use;
 - f. The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
 - g. The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
 - h. The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - i. The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site;
 - j. The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, water systems, and streets and bridges.
- (iv) Upon consideration of the factors listed above, and the purposes of this Ordinance, the Board of Zoning Appeals may attach such conditions to the granting of variances as it deems necessary to effectuate the purposes of this Ordinance.
- (v) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

B. Conditions for Variances

- (1) Variances shall be issued upon a determination that the variance is the minimum relief necessary, considering the flood hazard and the factors listed in Section 12.7.6(A).
- (2) Variances shall only be issued upon: a showing of good and sufficient cause, a determination that failure to grant the variance would result in exceptional hardship;

or a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or Ordinances.

- (3) Any applicant to whom a variance is granted shall be given written notice that the issuance of a variance to construct a structure below the Base Flood Elevation will result in increased premium rates for flood insurance (as high as \$25 for \$100) coverage, and that such construction below the Base Flood Elevation increases risks to life and property.
- (4) The Administrator shall maintain the records of all appeal actions and report any variances to FEMA upon request.

Chapter 13 - Boards and Commissions

13.1 Purpose

The following board are hereby established in fulfillment of the goals of the Comprehensive Plan and the guidelines set for the Land Development Ordinance.

13.2 General Authority

The following review bodies may exercise any and all powers and duties prescribed by State law, Charter, Municipal Code, and as described in this Ordinance.

13.3 Board of Mayor and Alderman (BOMA)

13.3.1 Specific Authority

The BOMA is responsible for final approval of:

- A. Text amendments;
- B. Rezoning;
- C. Development plans;
- D. Public improvements; and
- E. Annexations and accompanying plans of services.

13.3.2 Additional Authority

The BOMA may initiate text amendments and rezonings.

13.4 La Vergne Municipal Planning Commission (LMPC)

13.4.1 Specific Review Authority

The LMPC is responsible for review and recommendation to the BOMA of:

- A. Text amendments;
- B. Rezoning;
- C. Development plans;
- D. Public improvements; and
- E. Annexations; and
- F. Plans of services.

13.4.2 Specific Approval Authority

The LMPC is responsible for review and final approval of:

- A. Site plans;
- B. Preliminary plats;
- C. Final plats;

- D. General plans and plan amendments; and
- E. Performance agreements.

13.4.3 Additional Authority

The LMPC may initiate text amendments, rezonings, and plan amendments. The LMPC may also review projects of other governmental agencies.

13.4.4 Bylaws

The LMPC shall, by a majority vote of its entire membership, adopt bylaws governing its procedures on such matters as officers, agendas, voting, order of business, and related matters as it may consider necessary or advisable, in accordance with State law.

13.5 Board of Zoning and Appeals (BOZA)

13.5.1 Specific Approval Authority

The BOZA is responsible for review and final approval of:

- A. Variances; and
- B. Appeals of administrative decisions.

13.5.2 Membership

The BOZA shall consist of five members and shall be appointed by the Mayor and confirmed by a majority vote of the BOMA. The terms of membership shall be four years. Vacancies shall be filled for an unexpired term in the same manner as the original appointment.

13.5.3 Bylaws

The BZA may, by a majority vote of its entire membership, adopt bylaws governing its procedures on such matters as officers, agendas, voting, order of business, and related matters as it may consider necessary or advisable, in accordance with State law.

13.6 Design Review Board

13.6.1 Specific Approval Authority

- A. Review and approve the building schematic design of all individual buildings in approved plans.
- B. Propose changes to the design standards in the Zoning Ordinance.
- C. Undertake programs of research, information, education, or analysis relating to any matter under its purview.
- D. Provide such recommendations or approvals as required by the Zoning Ordinance or as requested by the Board of Commissioners.

13.6.2 Membership

Members of the Design Review Board also serve on the LMPC.

Chapter 14 - Administration and Procedures

14.1 Purpose and Intention

It is the intent of this section to provide a clear and comprehensive development process that is fair and equitable to all interests including the petitioners, affected neighbors, citizens, City staff and related agencies, the Planning Commission, the Design Review Board, and the Board of Mayor and Alderman.

14.2 Development Applications

14.2.1 Application Procedures

Applications shall be submitted in accordance with the requirements and checklists established by the La Vergne Planning Department.

Application Submittal: Applications for development approvals may only be made by the landowner, a lessee or person holding an option or contract to purchase or lease land, or an authorized agent of the landowner. An easement holder may also apply for development approval for such development as is authorized by the easement.

Application Review: Initial applications will be reviewed for completeness according to the steps below. Subsequent document submittals within the same development process will be reviewed for completeness based on staff capacity and not according to the timelines listed below.

A. Completeness Determination:

Applicants shall submit applications to the Planning Department. Until an application is determined to be complete and in accordance with ordinance requirements, an application has not been submitted.

On receiving a development application, Planning Department shall determine whether the application is complete or incomplete within ten business days.

A complete application is one that:

- (1) Contains all information and materials required for submittal of the correct type of application, and in sufficient detail, format/organization, and readability for staff to evaluate the application for compliance with applicable review standards pertaining to the City of La Vergne Zoning and Subdivision regulations, policies, procedures, and practices; and

- (2) Is accompanied by the appropriate, completed application(s) and fee(s) established for the correct type of application.

B. Application Incomplete:

- (1) On determining that the application is incomplete, the staff shall, as appropriate, provide the applicant written notice of the submittal deficiencies. The applicant may correct the deficiencies and resubmit the application for a completeness review.
- (2) If the applicant fails to resubmit an application within 30 calendar days after being first notified of submittal deficiencies, the application submittal shall be considered abandoned.

C. Application Complete:

On determining that the application is complete, the staff shall accept the application as submitted in accordance with the procedures and standards of this ordinance in effect at the time of the submittal and provide the applicant written notice (which may be an email) of application submittal acceptance.

Applications shall be submitted according to the submittal deadlines for the scheduled meetings of the applicable review bodies as posted on the City website.

D. Overview of Applications

The table below outlines the types of applications, their scope, and the review bodies who make recommendations and take final action.

Table 14.1 Overview of Applications

Type of Application	Scope	Recommendation	Approval
Annexation	Annex property into the City Limits	LMPC	BOMA
Text Amendment	Change the wording or substance of the zoning ordinance	LMPC	BOMA
Rezoning (Map Amendment)	Change in the District boundaries or district classifications on the map	LMPC	BOMA
Preliminary Plat	Propose layout for subdividing land into more than two lots, pursuant to the Subdivision Regulations	Planning Director	LMPC
Variance	Grant relief from certain zoning requirements	Planning Director	BOZA
Certificate of Appropriateness	Propose development or alterations to existing development within certain planning areas	Planning Director	Design Board

Site Plan Subject to LMPC approval	Finalize Site Plan	Planning Director	LMPC
Site Plan subject to Administrative Approval	Finalize Site Plan	None	Planning Director

14.2.2 Development Approvals

Unless provided otherwise by this ordinance or law, all rights, privileges, benefits, burdens, and obligations created by development approvals made pursuant to this ordinance attach to and run with the land.

14.2.3 Fee Schedule

- A. Fees shall be required to help defray the costs of processing applications. The fee schedule shall be available in the planning department and may be adjusted periodically by the BOMA, pursuant to the Municipal Code.
- B. Applicable fees shall be paid in full prior to processing an application for review.
- C. No fee shall be required if the application is made by the City or any agency created or appointed by the BOMA to perform government functions.
- D. No refund of the fee or any part of the fee shall be made, unless the Planning Department determines that an application was accepted in error or the fee paid exceeds the amount due. In these cases, the amount of the overpayment will be refunded to the applicant.

14.2.4 Waiver of Required Meetings

Applications have various required meetings described in each type of application. If the Planning Director finds the application has minimal impacts on the surrounding properties, environment, or infrastructure, then it may waive any or all of the following meetings:

- A. Pre-application meeting;
- B. On-site meeting;
- C. Neighborhood meeting; or
- D. Joint conceptual workshop.

14.2.4 Public Notice Requirements

Applications shall comply with public notice requirements pursuant to the table below, State law, and the applicable review body bylaws. Public notice that exceeds State law requirements is considered a courtesy, and any defect or failure to provide the additional notice is not a basis for declaring any decision invalid.

Table 14.2 Public Notice Requirement

Application	Published Notice	Mailed Notice	Posted Notice	Timing
Annexation	Required	Required	Required	Various published, mailed, and posted notices in accordance with State law
Text Amendment	Required	Required	Required	Published notice shall be included on the published agenda for the applicable review body
Rezoning (Map Amendment)	Required	Required	Required	Published notice of the public hearing shall be published at least 15 days before the BOMA Meeting. Mailed notice shall be postmarked at least 15 days prior to the BOMA meeting.
Preliminary Plat				See Subdivision Regulations
Variance	Required	Required	Required	Published notice shall be included on the published BOZA agenda. Mailed notice shall be postmarked at least 15 days prior to the BOZA meeting.
Certificate of Appropriateness	Required			Published Notice shall be included on the published LMPC agenda
Site Plan Subject to LMPC Approval	Required			Published Notice shall be included on the published LMPC agenda
Site Plan Subject to Administrative Approval				No notice required
Final Plat				See Subdivision Regulations
Minor Subdivision				See Subdivision Regulations

14.3 Annexations

14.3.1 Purpose

The purpose of an annexation is to expand City boundaries into unincorporated land that allows for orderly growth, efficient delivery of municipal services, and proactive planning for future development.

14.3.2 Applicability

Annexation by resolution shall comply with the specific review procedures in this Section and State law. Annexation by referendum shall comply with State law.

14.3.3 Application Submittal

- A. The applicant shall submit an annexation application in accordance with the requirements of the Planning Department; however, annexation by resolution may only be initiated by the owner of the property or the owner's authorized agent.
- B. The applicant shall submit a rezoning application concurrently with an annexation application.

14.3.4. Staff Review

The Planning Department shall coordinate a draft plan of service for the annexation application and a draft feasibility study on the City of La Vergne's cost to supply the services. Based on this review, the planning director shall provide a report to the La Vergne Municipal Planning Commission.

14.3.5 Municipal Planning Commission Recommendation

The LMPC shall review the plan of service and annexation resolutions at a public meeting and make a recommendation to the BOMA. If the LMPC gives a positive recommendation, then the annexation will move immediately to the BOMA for consideration. If the LMPC gives a negative recommendation, then the property owner must make a written request for the BOMA to review the request.

14.3.6 Board of Mayor and Aldermen Final Action

- A. Except for annexations that require a referendum per State law, the BOMA shall hold one reading on the plan of services resolution, with a public hearing and vote on the resolution concurrent with the second reading of the annexation resolution, and vote for:
 - (1) Approval;
 - (2) Disapproval; or
 - (3) Deferral for continued review of the application.
- B. Except for annexations that require a referendum per State law, the BOMA shall hold two readings on the annexation resolution, with a public hearing during the second reading, and vote for:
 - (1) Approval;
 - (2) Disapproval; or
 - (3) Deferral for continued review of the application.

14.4 Text Amendment

14.4.1 Purpose

The purpose of a text amendment is to modify the provisions of this Ordinance to address changed conditions, changes in public policy, or changes necessary to advance the health, safety, and welfare of the City.

14.4.2 Application Submittal

A text amendment application shall be initiated by the applicant, BOMA, LMPC, or Planning Director.

14.4.3 LMPC Recommendation

The LMPC shall review the text amendment at a public meeting and make a recommendation to the BOMA.

14.4.4 BOMA Final Action

- A. The BOMA shall hold two readings on the text amendment, with a public hearing before the first reading, and vote for:
 - (1) Approval;
 - (2) Approval with conditions;
 - (3) Disapproval; or
 - (4) Deferral for continued review of the application.
- B. A majority vote of the full membership of the BOMA shall be required for passage of the text amendment ordinance on second and final reading.

14.5 Rezoning (Map Amendment)

14.5.1 Purpose

The purpose of a rezoning is to amend the official zoning map to address annexation, changed conditions, changes in public policy, or changes necessary to advance the health, safety, and welfare of the City.

14.5.2 Preliminary Meeting

The applicant shall meet with the Planning Department to discuss the initial concepts of the rezoning, its compliance with the Comprehensive Plan, and review procedures. The applicant shall supply preliminary information to the Planning Department at least three business days prior to the meeting.

14.5.3 Application Submittal

- A. The applicant shall submit a rezoning application in accordance with the requirements of the Planning Department.

- B. Applications for rezoning shall include a conceptual site plan drawn to scale showing the proposed location of the structures, signs, landscaping, parking and driveway locations.

14.5.4 Staff Review

In accordance with the submittal schedule posted in the Planning Department:

- A. The Planning staff shall review the submittal and provide a report to LMPC or BOMA as needed.

14.5.5 LMPC Recommendation

The LMPC shall review the rezoning at a public meeting and make a recommendation to the BOMA.

14.5.6 BOMA Final Action

- A. The BOMA shall hold two readings on the map amendment, with a public hearing before the first reading, and vote for:
 - (1) Approval;
 - (2) Approval with conditions;
 - (3) Disapproval; or
 - (4) Deferral for continued review of the application.
- B. A majority vote of the full membership of the BOMA shall be required for passage of the map amendment ordinance on second and final reading.

14.6 Planned Development Plans (PDR)

14.6.1 Purpose

The purpose of a development plan is to:

- A. Allow for the review and approval of entitlements for development in the PDR district and any associated modification of standards (MOS) requests;
- B. La Vergne Comprehensive Plan guiding principles and design concepts; and
- C. Utilize the planned unit development process in accordance with State law.

14.6.2 Establishment of Standards

- A. Development plans establish entitlements for a property in the PDR district, including a customized combination of permitted uses, building types, frontage types, setbacks, and any modifications of standards in accordance with Subsection 4.2.14 (D), Modifications of Standards.

14.6.3 Preliminary Meeting

The applicant shall meet with the Planning Department to discuss the initial concepts for the development plan, the Comprehensive Plan, and procedures.

14.6.4 Application Submittal

- A. The applicant shall submit a development plan application in accordance with the requirements of the Planning Department.
- B. If an applicant wishes to request a modification of standards, the request shall be made as part of the initial application submittal. A modification of standards is not needed for a standard that allows the LMPC to approve an alternative.

14.6.5 Joint Conceptual Workshop

- A. Prior to the joint conceptual workshop, the applicant shall submit the following to the La Vergne Planning Department:
 - (1) A brief overview of the project size and scope.
 - (2) A summary of the existing site conditions.
 - (3) A summary of any modification of standards requests; and
 - (4) A summary of the pre-application meeting in a format suitable for display during the workshop and posting in the planning department.
- B. The applicant shall present the project at a joint conceptual workshop.
- C. The BOMA and LMPC may offer the applicant an initial informal reaction to the project plans, but comments are advisory only and shall in no manner commit or bind the BOMA or LMPC to any proposal or element thereof.

14.6.6 Staff Review

In accordance with the submittal schedule posted in the Planning Department:

- A. The Planning staff shall review the application.
- B. The Planning Director shall send comments to the applicant.
- C. The applicant shall address the comments and submit a revised application; and
- D. The Planning Director shall prepare the final review and make a recommendation to the LMPC.

14.6.7 LMPC Recommendation

The LMPC shall review the development plan and any associated MOS at a public meeting and make a recommendation to the BOMA.

14.6.8 BOMA Final Action

- A. The BOMA shall hold two readings on the development plan by ordinance, with a public hearing and vote on the development plan and any associated modifications of standards for:
 - (1) Approval;
 - (2) Approval with conditions;
 - (3) Disapproval; or
 - (4) Deferral for the continued review of the application.
- B. If the BOMA approves the development plan (with or without conditions), then the development plan shall be considered approved on the effective date of the associated rezoning ordinance. If there is not an associated rezoning, the development plan shall be considered approved on the effective date of the resolution.

14.6.9 Expiration of a Development Plan

- A. In accordance with T.C.A. § 13-4-310, development plans will expire three years after their approval date, corresponding to the expiration of their vesting. The approval date is the effective date of the ordinance as voted on by the BOMA.
- B. To keep a development plan valid, an applicant must:
 - (1) Secure the approval of a site plan (for purposes of T.C.A. in this instance is considered the final development plan).
 - (2) Obtain necessary permits to start site preparation; and
 - (3) Begin site preparation work, which includes any of the following activities: excavating, grading, demolition, removing excess debris to allow for proper grading, or providing a surface for a proper foundation, drainage, and settling for a development project, and physical improvements, such as water and sanitary sewer lines, footings, or foundations installed on the site for which construction permits are required.
- C. If all three requirements are met, a development plan will be valid for an additional two years.
- D. A development plan will then expire within five years (three years plus the additional two years granted) of the original approval date, unless the applicant commences construction. Construction, for purposes of this Subsection, means that any foundation of a building are installed and the building has begun to be erected vertically.
- E. If construction commences within five years of the original approval date, the development plan will remain valid for:
 - (1) Ten years from the original approval date for single-phase development plan; or
 - (2) 15 years from the original approval date for a multi-phase development plan.
- F. If a project is not complete by the end of this time period, the applicant/developer may request an extension of the vesting period and extension of the development plan expiration date.
- G. In the event a development plan expires, the underlying zoning will remain a PDR district, but without a valid development plan, no lawful use as of right shall exist on the property until a new development plan is established.
- H. An expired development plan cannot be administratively renewed. If a development plan is allowed to expire, in order for a new development plan to be established, the applicant/developer must submit a development plan application consistent with this section 14.

14.6.10 Revisions to an approved Development Plan

Revisions to an approved development plan are still subject to the expiration date of the original approval of the development plan. As such, revisions to development plans approved after a project has commenced construction will also not “restart” the clock on expiration timelines.

Revisions to an approved development plan that are denied by the applicable review body may affect the vesting property rights.

Review of requests for revisions to an approved development plan are subject to one of the three processes described.

A. Revision by BOMA Ordinance

The following revisions trigger the entire review procedures and public notification, including joint conceptual workshop, as required for the original development plan approval, with final action by BOMA ordinance:

- (1) Any increase in entitlements, including the number of dwelling units or nonresidential square footage;
- (2) Changes or increase from single-family residential to any other residential use;
- (3) Adding a use that is not otherwise identified on the approved development plan;
- (4) A change in the number or location of external access points or streets classified as collector.
- (5) Revisions to the widths or lengths of provided buffers, historic resource edge treatments, stormwater, etc.;
- (6) Any revision to a condition of approval required by the BOMA; or
- (7) Any revision that requires a MOS or that requires a change to a previously approved MOS.

B. Revision by LMPC Approval

The following revisions trigger the entire review procedures and public notification, including joint conceptual workshop, as required for the original development plan approval, with final action by the LMPC:

- (1) Changes to setbacks or frontage types approved as part of the development plan that change the character of the project;
- (2) Major changes to typical lots or building sites in either dimension or number of lots or building sites in a section or throughout the development;
- (3) Changes in nonresidential square footage related to limited office or commercial in excess of 10% of change from the approved square footage of an individual structure. The overall square footage cannot be exceeded unless approved by Section 14.6.11 A.1.
- (4) Reduction in approved open space within any section of the development plan, which impacts the plan;
- (5) Changes in building types, building heights, or number of stories, which impact the visual character or transitional features of the section or plan;
- (6) Significant changes to the internal street network, block layout, or intersection configuration, such as the elimination of streets or connection points;
- (7) Any impact to existing historic sites or structures, other than impacts previously approved;
- (8) Major changes to parking layout, which adversely alter parking convenience or changes the character of the plan; or
- (9) Substantial revision to drainage, streets, stormwater quality or quantity, or other engineering design changes that alter those items as approved in the development plan, including significant changes in traffic circulation.

C. Minor Revisions

- (1) Revisions not meeting the criteria of either (i.) or (ii.) are considered minor revisions that have minimal impact upon the project. Minor revisions may be approved by the Planning Director.

Minor deviations and revisions. When filing subsequent applications for required approvals, the applicant must identify any deviations from the approved planned development. The staff of the Planning Department shall evaluate the deviations to determine whether they are substantial or minor in accordance with the following:

- (a) It provides for less density than the approved outline plan; or
- (b) it provides greater open space by the elimination of or destruction in the size of the residential, commercial, or industrial buildings; or
- (c) It modifies the orientation of buildings or their location as long as such changes do not significantly alter or adversely affect the relationship of such buildings to the total development or any of its elements. Such modification shall not exceed a distance of:
 - Five feet for final plan or fewer acres
 - Ten feet for final plan of five acres but less twenty acres.

The evaluation shall be made within fifteen working days. If the planning staff finds staff finds the planned development deviates substantially from the approved application the applicant shall apply for an amendment of the planned development as provided in this section.

- (2) The Planning Director may choose to forward any revised development plan to the BOMA or LMPC for review, pursuant to the applicable application requirements.

14.7. Variances

14.7.1 Purpose

- A. The purpose of a variance is to:
 - (1) Provide limited relief from the requirements of this Ordinance in cases where strict application of a particular requirement would create an unnecessary hardship prohibiting the use of land in a manner otherwise allowed under this Ordinance; and
 - (2) Address extraordinary, exceptional, or unique situations that are specific to the lot being considered by the BOZA. Examples are an irregularly shaped lot or a lot showing exceptional shallowness, narrowness, shape, or containing acute angles in the property boundaries resulting in sharp corners.
- B. Variances are not intended merely to remove inconveniences or financial burdens that the requirements of this Ordinance may impose of property owners in general.

14.7.2 Application Submittal

A variance application shall be submitted in accordance with the requirements of the Planning Department.

14.7.3 Staff Review

In accordance with the submittal schedule posted, the Planning Department shall:

- A. Review the application and coordinate with any other affected departments; and
- B. Prepare the final report and make a presentation to the BOZA.

14.7.4 BOZA Final Action

The BOZA shall review the variance application at a public meeting, hold a public hearing, and vote for:

- A. Approval;
- B. Approval with conditions;
- C. Disapproval; or
- D. Deferral for continued review of the application.

14.7.5 Approval Criteria

- A. The BOZA may authorize a variance only in accordance with the following criteria:
 - (1) Where, by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of the enactment of this Ordinance or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition, such piece of property is not able to accommodate development as required under this Ordinance;
 - (2) The strict application of any provision enacted under this Ordinance would result in peculiar and exceptional practical difficulties to or exceptional or undue hardship upon the owner of such property; and
 - (3) Such relief may be granted without substantial detriment to the public good and without substantially impairing the purpose and intent of the zoning map and this Ordinance.
- B. Variance requests for property subject to Floodplain Protection, shall comply with the flood plain district.
- C. Conditions of approval may be imposed if the intent of the conditions is to uphold the general purpose and intent of this Ordinance.
- D. Nonconforming uses or structures shall not be grounds for a variance.
- E. Self-imposed hardships, or actions taken by the applicant, rather than conditions unique to the lot in question, shall not be grounds for a variance.

14.7.6 Effect of a Variance

- A. The issuance of a variance shall authorize only the particular variation that is approved in the variance.
- B. A variance, including any conditions of approval, shall run with the land and shall not be affected by a change in ownership.
- C. The issuance of a variance shall not result in an action that has the effect of allowing a use or the use regulations not otherwise permitted in the applicable zoning district or overlay district. Any action that has in effect changed the district shall be deemed to be a violation of this Section and shall be of no force and effect.

14.7.7 Subsequent Development

Development authorized by the variance shall only be carried out when the applicant has secured all other approvals required by this Ordinance or any other applicable ordinances or regulations.

14.7.8 Time Limit

- A. Unless otherwise specified in the variance, an application for a building permit shall be applied for and issued within one year of the date of variance approval; otherwise, the variance shall become invalid.
- B. Upon written request, one extension of six months may be granted by the Chief Building Official if the applicant can show that the project has been delayed due to extreme weather, fire or delays initiated by the city or a local utility provider.
- C. The decision of the Building Department as to what constitutes substantial compliance with the time limit or applicable conditions for a variance shall be final.

14.7.9 Amendment to an Approved Variance

A variance may be amended, extended, or modified only in accordance with the procedures and standards established for its original approval. A request for a change in the conditions of approval of a variance shall be considered an amendment and subject to the full review procedure set forth in this Section.

14.8 Certificate of Appropriateness (COA)**14.8.1 Purpose**

The purpose of a certificate of appropriateness is to ensure that development, construction, alteration, or demolition of structures meets the intent of the Design Guidelines regarding the appropriateness of the:

- A. Exterior architectural features of new structures to be constructed;
- B. Exterior design, modification, alteration, or extension of existing structures;
- C. Setbacks, parking, sidewalks, driveways, fencing, signage, or other features that might affect the character of a historic resource; and
- D. General compatibility of design, arrangement, texture, and materials of the exterior of the structures in relation to similar features of structures in the immediate surroundings.

14.8.2 Application Submittal

- A. A certificate of appropriateness application shall be submitted in accordance with the requirements of the Planning Department.
- B. Applications must include façade plans of all sides drawn to scale and stamped by a professional Architect.
- C. Samples of Materials may be requested by the Planning Director.

14.8.3 Administrative Final Action

- A. The Planning Director may review and approve minor alterations and installations not substantially affecting the exterior appearance of the property in accordance with the Design Guidelines.
- B. The Planning Director may approve such installations administratively or refer the proposed project to the Design Review Board for final action.

14.8.4 Design Review Board Final Action

- A. The Planning Department shall review the application and make a presentation to the Design Review Board.
- B. The DRB shall review the application within 30 days following the availability of sufficient information; however, the timeframe may be extended by mutual agreement.
- C. The DRB shall review the certificate of appropriateness application at a public meeting and vote for:
 - (1) Approval;
 - (2) Approval with conditions;
 - (3) Denial with grounds stated in writing; or
 - (4) Deferral for continued review of the application.
- D. Following the DRB approval of a certificate of appropriateness, the Planning Department shall issue a written certificate of appropriateness. A building permit or other required application then may be processed.
- E. Following the DRB disapproval of a certificate of appropriateness, the applicant shall be notified in writing by the Planning Department.

14.8.5 Expiration of a COA

COAs shall expire two years from the date of issuance, except as outlined below. One six-month extension may be granted by the Planning Director for the approved scope of work. Requests must be made in writing prior to the COA expiration date.

14.8.6 Appeals

The DRB shall have jurisdiction relating to design guideline matters. Anyone who may be aggrieved by the final order or judgment of the DRB may have the order or judgment reviewed by the courts by the procedures set forth in T.C.A. § 27-9-101 et seq.

14.9 Site Plan**14.9.1 Purpose**

The purpose of a site plan is to ensure site development compliance with all applicable standards in this Ordinance and to develop a site construction plan set.

14.9.2 Applicability

- A. All developments that require a building permit must submit a Site plan, except single-family residential.
- B. Site plans shall comply with the specific review procedures in this Section.
- C. Site plan approval shall be required for development prior to the issuance of a grading permit or building permit, unless exempted by Subsection 14.8.3 Exemptions.
- D. All site plans shall be submitted for approval by the LMPC unless all of the following is met:
 - (1) Not located within an overlay district.
 - (2) An addition of less than 3% of the principal buildings' total square footage.

- (3) No change in parking or traffic circulation.

14.9.3 Exemptions

The following development shall be exempt from site plan review, but shall comply with all standards of this Ordinance and any other City requirements prior to issuance of a building permit:

- A. Plans for a single house or duplex and associated accessory structures;
- B. Plans for nonresidential additions that do not exceed ten percent of the square footage of the building. A stormwater permit or grading permit may still be required by the appropriate departments, but these additions remain exempt from site plan review.
- C. Plans for parking areas, open spaces, or accessory structures. A stormwater permit or grading permit may still be required by the appropriate departments, but these plans remain exempt from site plan review.
- D. The internal construction or change in floor area of a development that does not increase gross floor area, increase the intensity of use, or affect parking requirements on a site that meets all development and site design standards of this Ordinance; and
- E. Temporary uses and Structures. A stormwater permit or grading permit may still be required by the appropriate departments, but these plans remain exempt from site plan review.

14.9.4 Unified Site Plan

- A. Nonresidential uses with two or more lots may be submitted as a unified site plan.
- B. Multifamily residential, where permitted as part of the overall building square footage of a development, shall be submitted as a unified site plan that includes the entire development site.
- C. Requirements for unified site plans shall be determined based on the perimeter lot lines of the overall site, regardless of the location, ownership, size, or quantity of the interior lots.
- D. Unified site plans shall comply with the following:
 - (1) Bulk requirements to be considered in aggregate shall include buffers, building setbacks, open space, landscape surface area, tree protection, parking, and stormwater requirements;
 - (2) Site development for all lots shall be depicted on the unified site plan;
 - (3) The unified site plan shall serve as the preliminary plat in the platting process;
 - (4) The final plat shall be required to contain perpetual maintenance agreements for shared responsibility of site improvements.

14.9.5 Application Submittal

The applicant shall submit a site plan application in accordance with the requirements of the Planning Department.

14.9.6 Staff Review

In accordance with the submittal schedule posted in the Planning Department:

- A. The Planning Department shall review the application;

- B. The Planning Department shall send comments to the applicant.
- C. The applicant shall address the comments and submit a revised application in accordance with the published submittal dates.

14.9.7 Final Action

- A. Administrative Final Action
 - (1) Upon submittal of a revised application, the Planning Director shall decide to:
 - (a) Approve;
 - (b) Approve with conditions; or
 - (c) Disapprove with the option for the applicant to re-submit.
 - (2) The Planning Director shall place the site plan on an administrative agenda for the LMPC.
 - (3) The applicant may appeal any decision or conditions of approval to the LMPC.
- B. LMPC Final Action
 - (1) Upon submittal of a revised application, the Planning Department shall prepare a final review and make a recommendation to the LMPC.
 - (2) The LMPC shall review the site plan at a public meeting and vote for:
 - (a) Approval;
 - (b) Approval with conditions;
 - (c) Disapproval; or
 - (d) Deferral for continued review of the application.

14.9.8 Expiration of a Site Plan

- A. In accordance with T.C.A. § 13-4-310, site plans will expire after three years of their approval date. The approval date of a site plan is the date upon which the item is approved, or approved with conditions, on an administrative or LMPC agenda.
- B. A site plan expiration date may be extended if the applicant:
 - (1) Obtains necessary permits to start site preparation; and
 - (2) Begins site preparation work, which includes any of the following activities: excavating, grading, demolition, removing excess debris to allow for proper grading, or providing a surface for a proper foundation, drainage, and settling for a development project, and physical improvements, such as water and sanitary sewer lines, footings, or foundations installed on the site for which construction permits are required.
- C. If both requirements in the Paragraph above are met, a site plan will then expire five years after the original approval date (without a request for an extension).
- D. If construction commences within five years of the original approval date, the site plan will remain valid for:
 - (1) Ten years for a single-phase development plan; or
 - (2) 15 years for a multi-phase development plan
- E. Construction, for purposes of this Subsection, means that any foundations for a building are installed and the building has begun to be erected vertically.

- F. If a site plan is not associated with a development plan or preliminary plat and is not complete by the end of this time period, the applicant/developer can request an extension of the vesting period.

14.9.9 Changes to an Approved Site Plan

Changes to a site plan are still subject to the expiration date of the original approval of a site plan. As such, changes to site plans approved after a project has commenced construction will also not “restart” the clock on expiration timelines.

Revisions to an approved site plan that are denied by the applicable review body shall not extend or void the previously approved site plan.

When an applicant requests changes to an approved site plan, the applicable review body may need to reapprove the change depending on the significance of the changes requested. The Planning Director will notify the applicant in writing if the site plan requires LMPC review.

14.10 Building Permit

14.10.1 Purpose

The purpose of a building permit is to ensure that construction adheres to all applicable building codes, ordinances, and regulations.

14.10.2 Applicability

The purpose of a building permit is to ensure that construction adheres to all applicable building codes, ordinances, and regulations.

14.11 Appeal of Administrative Decision

14.11.1 Purpose

The purpose of an appeal of administrative decision is to provide a process:

- A. Where it is alleged by the applicant that there is error in any order, requirement, permit, decision, or refusal made by any administrative official in carrying out or enforcing any provision of this Ordinance;
- B. For interpretations of the zoning map when there are disputed questions of district boundary lines as they arise in the administration of the zoning regulations. This Section establishes the specific review procedures for appeals of administrative decision.

14.11.2 Application Submittal

An appeal shall be made in accordance with the requirements of the Planning Department, except as varied below:

- A. Appeals shall be initiated by the person aggrieved or affected by the order, decision, determination, or interpretation made by the administrative official.
- B. A written appeal shall be filed with the Planning Director within 30 days of the date of the order, decision, determination, or interpretation.

14.11.3 BOZA Final Action

The BOZA shall review the application and the planning staff records at a public meeting and review any additional information provided, and vote:

- A. To uphold or reverse the administrative decision for an appeal where it is alleged by the applicant that there is error in an administrative decision. For administrative decisions other than map interpretations, the order, decision, determination, or interpretation shall not be reversed or modified, unless there is competent, material, and substantial evidence in the record that it fails to comply with either the procedural or substantive requirements of this Ordinance and State law.
- B. To make a final interpretation on a boundary of the zoning map. For map interpretations, the BOZA shall use the best available data to make a final interpretation of the zoning map boundary.

Chapter 15 - Violations and Penalties

15.1 Notice to Comply

15.1.1 Administrator Authority

- A. The Planning Director or his/her designee, shall have the power to conduct such investigations as he/she may reasonably deem necessary to carry out his/her duties as prescribed in this ordinance, and for this purpose to enter at reasonable times upon any property or premises, public or private, to perform any duty imposed upon them by this ordinance and consistent Tennessee State Law.
- B. No person shall refuse entry or access to the Planning Director or his/her designee or other authorized representative of the city who requests entry for the purpose of inspection, and who presents appropriate credentials, nor shall any person obstruct, hamper, or interfere with that representative while in the process of carrying out official duties.

15.1.2 Notice of Violation

- A. Notice of Violation: If it is determined that a person has failed to comply or is no longer in compliance with the provisions of this ordinance, a notice of violation shall be served by the town upon that person by one of the service methods specified in paragraph
- B. The notice shall set forth that which will be necessary to comply with the ordinance.
- C. Methods of Service: The notice of violation shall be delivered to the holder of the development approval and to the landowner of the property involved, if the landowner is not the holder of the development approval, by personal delivery, electronic delivery, or first-class mail and may be provided by similar means to the occupant of the property or the person undertaking the work or activity. The notice of violation may be posted on the property. The person providing the notice of violation shall certify to the local government that the notice was provided, and the certificate shall be deemed conclusive in the absence of fraud. Except as provided by provided by Tennessee State law, a notice of violation may be appealed to the board of adjustment.

15.2 Penalties for Violation and Enforcement Mechanisms

In case any structure or use is erected, constructed, reconstructed, altered, repaired, converted or maintained in violation of this ordinance as herein provided, an action for injunction, or mandamus, or other appropriate action or proceeding to prevent such violation may be instituted by the Planning Director, the Building Inspector, any other appropriate town authority; or any person who may be damaged by such violation.

15.2.1 Criminal

Any persons violating any provisions of this ordinance shall be guilty of a misdemeanor, and upon conviction shall be fined not less than twenty-five (25) dollars nor more than fifty (50) dollars for each offense. Each day such violations continue shall constitute a separate offense.

15.2.2 Equitable Remedy

In case any building or other structure is erected, constructed, altered, repaired, converted, or maintained, or any building, structure, or land is used, in violation of this ordinance, the Codes Enforcer or any other appropriate authority or any adjacent or neighboring property owner who would be specifically damaged by such violation, in addition to other remedies, may institute injunction, mandamus, or other appropriate action or proceeding to prevent such unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance, or use; or to correct or abate such violation; or to prevent occupancy of such building, structure, or land.

15.2.3 Stop Work Order Issuance

Whenever a building, structure or part thereof is being constructed, demolished, renovated, altered, or repaired in substantial violation of any applicable provision of this ordinance, the Planning Director or Designee may order the specific part of the work that is in violation, or would be when the work is completed, to be immediately stopped. The stop work order shall be in writing, directed to the person doing the work, and shall state the specific work to be stopped, the specific reasons for cessation and the action(s) necessary to lawfully resume work.

15.2.4 Permit Fees

Any structure that has started construction without obtaining a building permit that applies for the proper permit and is approved to receive the permit shall pay double the original fee for the permit.

15.3 Separability

Should any section, clause, or provisions of this ordinance be declared invalid or unconstitutional by any court of competent jurisdiction, such declaration shall not affect the validity of the ordinance as a whole or any part thereof which is not specifically declared to be invalid or unconstitutional.

15.4 Interpretation.

Whenever the conditions of this ordinance require more restrictive standards than are required in or under any other statute, the requirements of this ordinance shall govern. Whenever the conditions of any other statute require more restrictive standards than are required by this ordinance, the conditions of such statute shall govern.

15.5. Effective Date.

This ordinance shall take effect and be in force from and after the date of its adoption, the public welfare demanding it.

LEGAL STATUS PROVISIONS

Approved and certified by the Planning Commission:

Chairman

Date

Public Hearing Held: _____

Approved by the Mayor and Board of Aldermen:

1st Reading

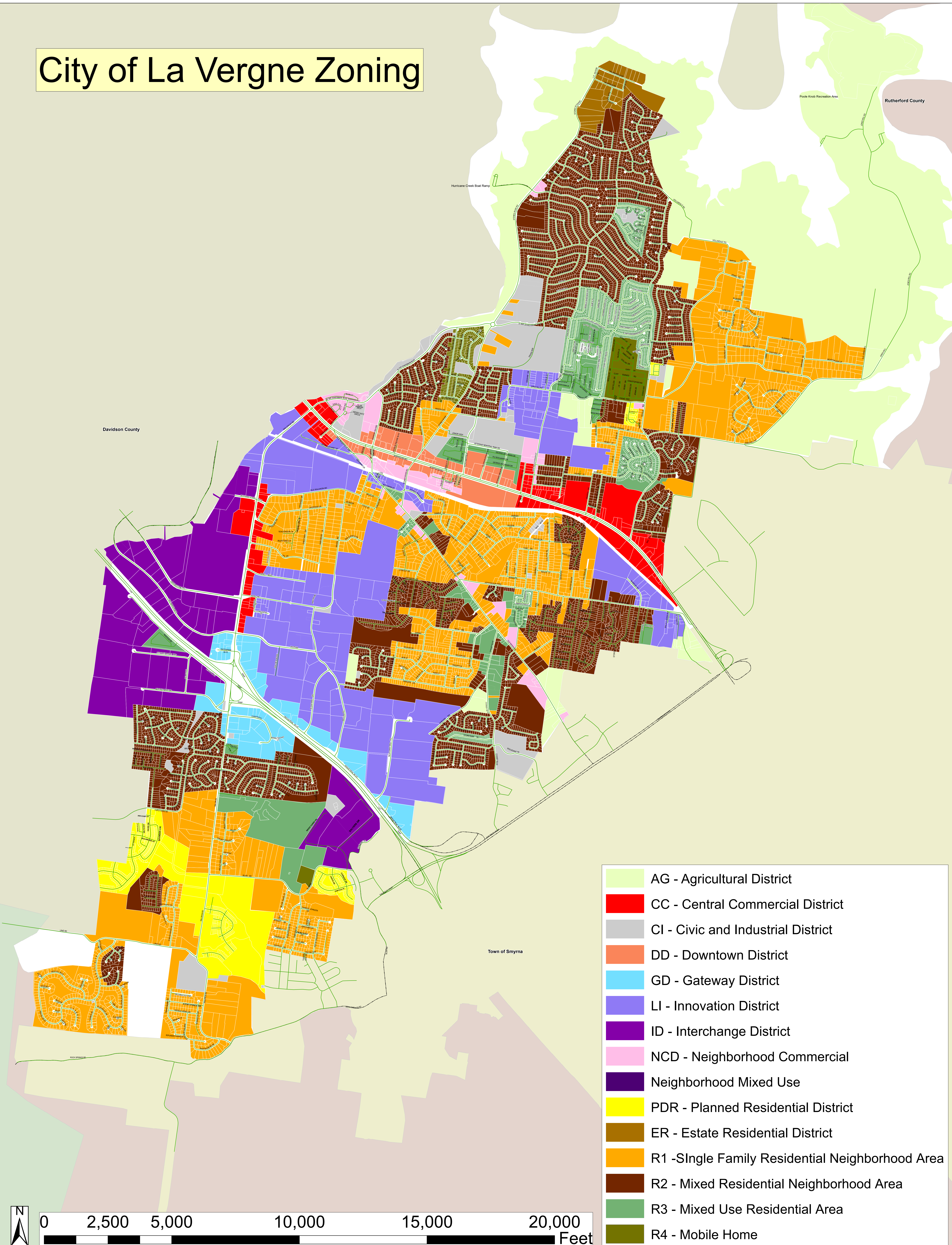
Mayor

2nd Reading

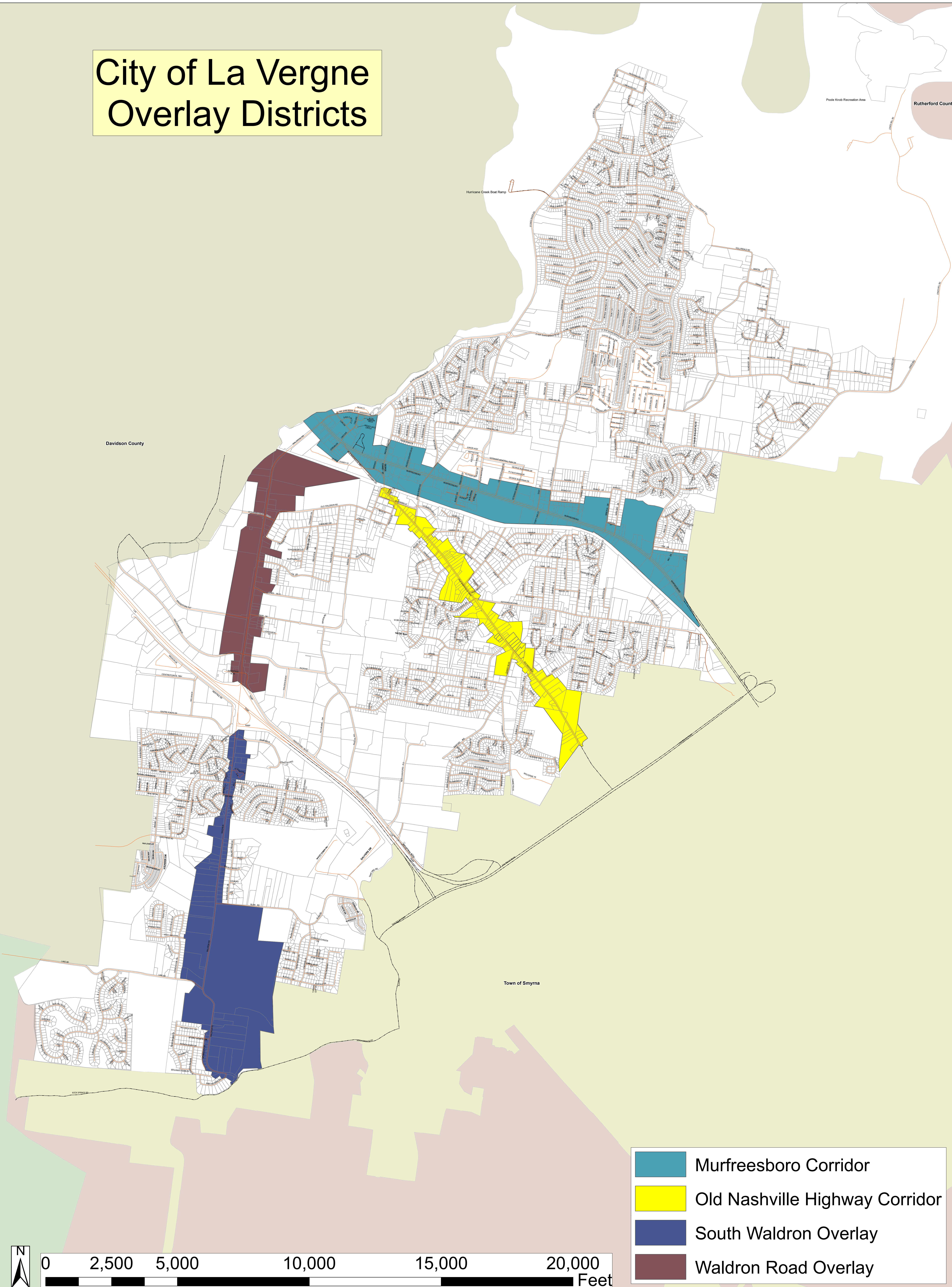
ATTEST:

City Recorder

City of La Vergne Zoning

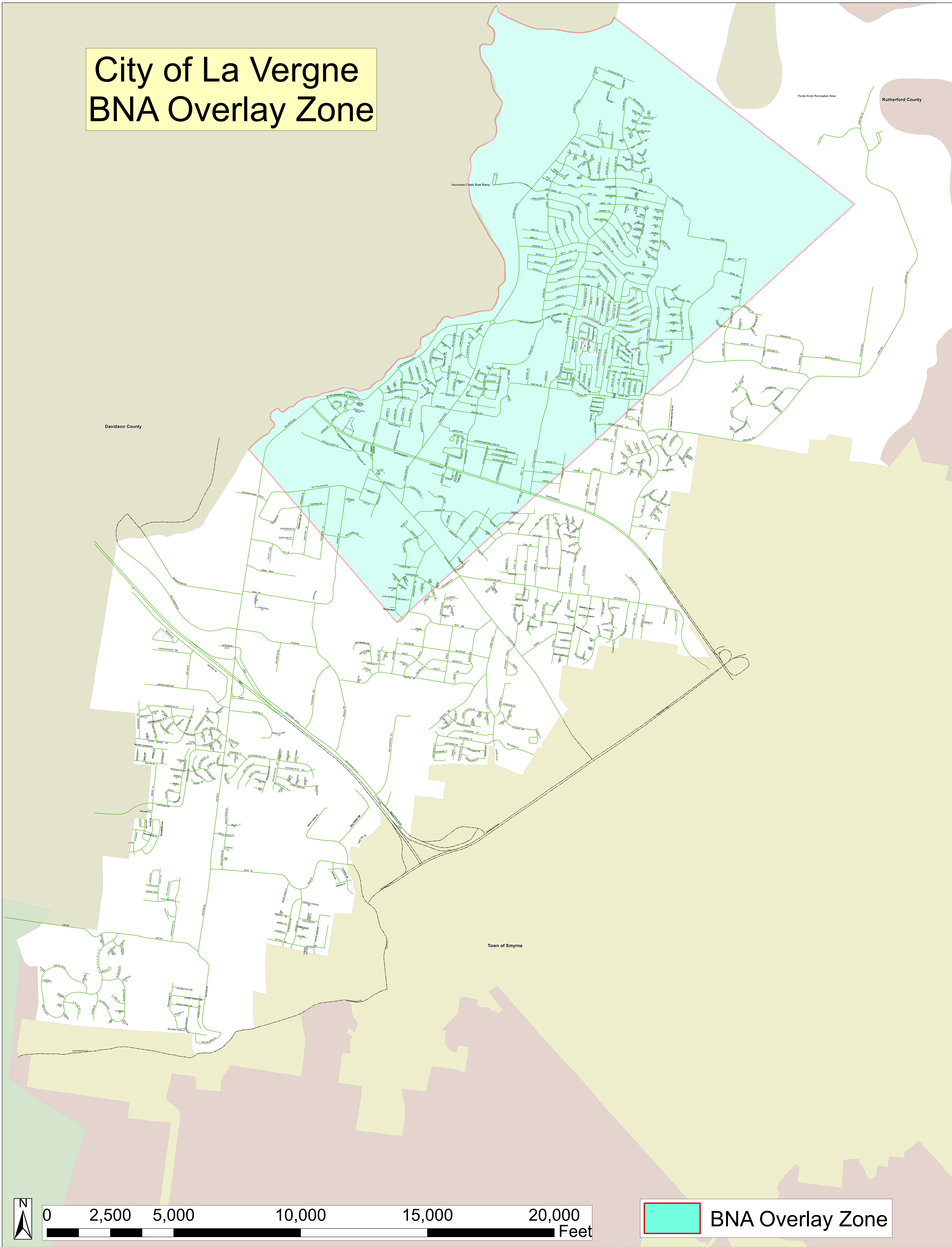


City of La Vergne Overlay Districts



- Murfreesboro Corridor
- Old Nashville Highway Corridor
- South Waldron Overlay
- Waldron Road Overlay

City of La Vergne BNA Overlay Zone





ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: October 2, 2025

Item #: 7. Second Reading - **Ordinance #2025-28** - An Ordinance to Amend the Fiscal Year 2025-2026 General Fund Budget.

Department: Finance

Presented By: Danielle Brown

Item Attachments: 1. Ordinance #2025-28

Summary:

This is a budget amendment for the FY 2025-2026 General Fund relating to the Police Department.

Background Information:

This budget amendment allocates funds for the Emergency Purchase for the roof replacement at the Police Department Annex building and allocates funds for the replacement of the seven (7) laptops and mounts needed for police vehicles. There are items on this agenda for those purchases.

Financial Summary:

The total budget amendment in this ordinance is \$69,500.

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2025-28

AN ORDINANCE TO AMEND THE FISCAL YEAR 2025-2026 GENERAL FUND BUDGET.

BE IT ORDAINED By the Board of Mayor and Aldermen of the City of La Vergne
as follows:

The 2025-2026 Budget is hereby amended for the **General Fund** by providing for:

Increased Expenditures for account number:

110-42100-266	Police – Repair & Maint. Buildings	\$	39,000
110-42100-948	Police – Computer Equipment	\$	30,500

Decrease Fund Balance:

110-37840	Transfer from Fund Balance	\$	69,500
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**THIS ORDINANCE SHALL TAKE EFFECT FROM AND AFTER THE DATE OF FINAL
PASSAGE, THE PUBLIC WELFARE REQUIRING IT.**

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: October 2, 2025

Item #: 8. Second Reading - **Ordinance #2025-29** - An Ordinance to Amend the Fiscal Year 2024-2025 General Fund Budget.

Department: Finance

Presented By: Danielle Brown

Item Attachments: 1. Ordinance #2025-29

Summary:

This is an ordinance to amend the FY 2024-2025 General Fund Budget.

Background Information:

Several departments needed year-end adjustments to balance out their budgets for the last fiscal year. This includes the City Recorder Department for wages and overtime; the Information Technology Department for telephones and cell phones, repair and maintenance services, and salaries and wages; and the Fleet Department for additional repair expenditures for the Police Department, Water Department, Stormwater Department and the Fire Department.

Financial Summary:

The total amount of the budget amendment is \$320,500.

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2025-29

AN ORDINANCE TO AMEND THE FISCAL YEAR 2024-2025 GENERAL FUND BUDGET.

BE IT ORDAINED By the Board of Mayor and Aldermen of the City of La Vergne
as follows:

The 2024-2025 Budget is hereby amended for the **General Fund** by providing for:

Increased Expenditures for account number:

110-41510-121	City Recorder - Wages	\$	5,000
110-41510-122	City Recorder - Overtime	\$	6,000
110-41680-245	IT - Telephones & Cell Phones	\$	36,000
110-41680-260	IT - Repair & Maintenance Services	\$	12,000
110-41680-111	IT - Salaries - Regular	\$	4,000
110-41680-121	IT - Wages - Regular	\$	4,000
110-43170-274	Fleet Maintenance-Fleet-Police	\$	110,000
110-43170-277	Fleet Maintenance-Fleet-Water	\$	37,000
110-43170-305	Fleet Maintenance-Fleet-Stormwater	\$	40,000
110-43170-308	Fleet Maintenance-Fire Department	\$	66,500

Decrease Fund Balance:

110-37840	Transfer from Fund Balance	\$	320,500
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**THIS ORDINANCE SHALL TAKE EFFECT FROM AND AFTER THE DATE OF FINAL
PASSAGE, THE PUBLIC WELFARE REQUIRING IT.**

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: October 2, 2025

Item #: 9. Second Reading - **Ordinance #2025-30** - An Ordinance to Amend the Fiscal Year 2024-2025 Police Impact Fee Fund Budget.

Department: Finance

Presented By: Danielle Brown

Item Attachments: 1. Ordinance #2025-30

Summary:

This is an ordinance to amend the FY 2024-2025 Police Impact Fee Fund.

Background Information:

The FY 2024-2025 Police Impact Fee Fund needs a budget amendment because the Bank Service Charges went over budget for the year.

Financial Summary:

The total amount of this budget amendment is \$500.

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2025-30

AN ORDINANCE TO AMEND THE FISCAL YEAR 2024-2025 POLICE IMPACT FEE FUND BUDGET.

BE IT ORDAINED By the Board of Mayor and Aldermen of the City of La Vergne as follows:

The 2024-2025 Budget is hereby amended for the **Police Impact Fee Fund** by providing for:

Increased Expenditures for account number:

321-42100-555	Police Impact – Bank Service Charge	\$	500
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Decrease Fund Balance:

321-37840	Transfer from Fund Balance	\$	500
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THIS ORDINANCE SHALL TAKE EFFECT FROM AND AFTER THE DATE OF FINAL PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: October 2, 2025

Item #: 10. Second Reading - **Ordinance #2025-31** - An Ordinance to Amend the Fiscal Year 2024-2025 State Street Aid Fund Budget.

Department: Finance

Presented By: Danielle Brown

Item Attachments: 1. Ordinance #2025-31

Summary:

This is an ordinance to amend the FY 2024-2025 State Street Aid Fund Budget.

Background Information:

This is an amendment to balance last year's State Street Aid Fund Budget to allocate the additional funds needed for paving and street striping.

Financial Summary:

The total amount of this budget amendment is \$60,000.

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2025-31

AN ORDINANCE TO AMEND THE FISCAL YEAR 2024-2025 STATE STREET AID BUDGET.

BE IT ORDAINED By the Board of Mayor and Aldermen of the City of La Vergne as follows:

The 2024-2025 Budget is hereby amended for the **State Street Aid Fund** by providing for:

Increased Expenditures for account number:

121-43100-268	Repair & Maint. Roads & Streets	\$	60,000
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Decrease Fund Balance:

121-37840	Transfer from Fund Balance	\$	60,000
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THIS ORDINANCE SHALL TAKE EFFECT FROM AND AFTER THE DATE OF FINAL PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: October 2, 2025

Item #: 11. Second Reading - **Ordinance #2025-32** - An Ordinance to Amend the Fiscal Year 2024-2025 Water and Sewer Fund Budget.

Department: Finance

Presented By: Danielle Brown

Item Attachments: 1. Ordinance #2025-32

Summary:

This is a budget amendment to amend the FY 2024-2025 Water and Sewer Fund Budget.

Background Information:

This budget amendment allocates additional funds needed for operating supplies in the Sewer Maintenance Department.

Financial Summary:

The total amount of this budget amendment is \$65,000.

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2025-32

AN ORDINANCE TO AMEND THE FISCAL YEAR 2024-2025 WATER & SEWER FUND BUDGET.

BE IT ORDAINED By the Board of Mayor and Aldermen of the City of La Vergne as follows:

The 2024-2025 Budget is hereby amended for the **Water & Sewer Fund** by providing for:

Increased Expenditures for account number:

413-52200-320	Sewer – Operating Supplies	\$	65,000
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Decrease Fund Balance:

413-37840	Transfer from Fund Balance	\$	65,000
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THIS ORDINANCE SHALL TAKE EFFECT FROM AND AFTER THE DATE OF FINAL PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: October 2, 2025

Item #: 12.A.1. Sole Source Purchase - Water Meters.

Department: Water

Presented By: Michael Dietz

Item Attachments: 1. Sole Source Letter - Utility Solutions and Automation, LLC

Summary:

This will approve a sole source purchase for Badger Meters through Utility Solutions & Automation LLC. This purchase is needed for water meters within the City of La Vergne.

Background Information:

This is a sole source purchase for the current meters within the city for residential and commercial meters. I have attached the Sole Source letter from Badger Meter with the price for a minimum of 2,000 meters.

Financial Summary:

The cost for 2,000 residential water meters is \$535,000. These are budgeted purchases for the Water Department.

Staff Recommendation:

Staff recommends approval.



4545 W Brown Deer Road
PO Box 245036
Milwaukee, Wisconsin 53224-9536
414-355-0400 | 800-876-3837
www.badgermeter.com

July 10, 2025

Mr. Justin Adams
City of La Vergne
148 International Blvd
La Vergne, TN 37086

RE: Sole Source Letter

Dear Mr. Adams:

This correspondence confirms that Utility Solutions & Automation, LLC. is the sole authorized distributor of E-Series® Ultrasonic Meters, Recordall® Disc Meters, Recordall Compound Series/Combo Meters, Recordall Turbo Series Meters, HR-E® Encoders, HR-E LCD Encoders, BEACON® SaaS, BEACON Mobile Reading Solutions and ORION® Endpoints for the Southeast.

In the event you have any questions regarding this correspondence, we can be reached by telephone at 800-876-3837 or by email at proposals@badgermeter.com.

Sincerely,

BADGER METER, INC.

A handwritten signature in black ink, appearing to read 'Matthew B. Gieseke', written over a horizontal line.

Matthew B. Gieseke
Assistant Secretary and Proposal Lead

Page 1 of 1

E-Series® Ultrasonic Meters, Recordall® Disc Meters, Recordall Compound Series/Combo Meters, Recordall Turbo Series Meters, HR-E® Encoders, HR-E LCD Encoders, BEACON® SaaS, BEACON Mobile Reading Solutions and ORION® Endpoints



Invoice

Date	Invoice #
7/1/2025	6548

10148 Highway 99
PO Box 425
Rockvale, TN 37153
Phone # 615-722-1946 Fax # 615-274-6798

Bill To
City of LaVergne 5093 Murfreesboro Road LaVergne, TN 37086

P.O. Number	S.O. No.	Terms
	3313	Net 30

Quantity	Description	Ordered	Price Each	Prev. In...	Backord...	Amount
2,000	M25, 5/8X3/4" Disc Meter, PB, SN Yr 9D & PBB, HRE Register, USG (8Dial), PL Lid/Shrd-GRY, Orion ME Transmitter, 5' TT Connector, Pipe Install Kit, Torx Screw, Sidewalk read, BMI Standard Testing, Less Connections.	2,000	267.50	0	0	535,000.00

If you have any questions, please contact us at info@utilitysa.com Please remit payments to: Utility Solutions & Automation PO Box 425 Rockvale, TN 37153	Subtotal	\$535,000.00
	Sales Tax (0.0%)	\$0.00
	Total	\$535,000.00
	Balance Due	\$535,000.00



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: October 2, 2025

Item #: 12.A.2. Sole Source Purchase - E-One Grinder Pumps.

Department: Sewer

Presented By: Michael Dietz

Item Attachments: 1. Quote-Sole Source Letter-Parts List - E-One Grinder Pumps - WASCON

Summary:

This will authorize the city to purchase E-One pumps and parts from WASCON for the Sewer Department.

Background Information:

Attached is a current sales quote, a sole source letter and the parts and price list for the E-One Grinder Pumps that we use here in the city. The approval of this sole source letter will authorize the city to purchase these needed parts and repair services as allowed through our purchasing policy.

Financial Summary:

The pumps and parts are budgeted purchases for the City as needed and obtained per the city's purchasing policy.

Staff Recommendation:

Staff recommends approval.

910 East Main Street, Livingston, TN 38570
P: 931-823-1388 F: 931-823-4924

Sales Quotation

Date:	August 26, 2025
Quote Number:	#25-1931
Customer PO #:	

Customer/Bill To:

City of LaVergne	
1500 E Nir Shreibman Blvd	
LaVergne, TN 37086	
Phone:	615-892-0125
Email:	sscott@lavergntn.gov
Contact	Shane

Serial Number(s):

N/A

Ship To:

From:

Josh Parsons

Job Name		Lead Time	Payment Terms	Delivery	Sales Code
			Net 30		JP
Part Number	Description	Qty	Price Net Each	Total	
	WH Series Pump Only	1.00	\$ 2,046.79	\$ 2,046.79	
	Standard Simplex Panel	1.00	\$ 423.12	\$ 423.12	
	WH Series Retrofit Kit w/Panel or Panel Bracket/32' Cable	1.00	\$ 2,066.70	\$ 2,066.70	
	32' Extreme Supply Cable	1.00	\$ 188.07	\$ 188.07	
	50' Extreme Supply Cable	1.00	\$ 308.00	\$ 308.00	
	75' Extreme Supply Cable	1.00	\$ 338.55	\$ 338.55	
	100' Extreme Supply Cable	1.00	\$ 351.57		
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
Labor Rates / Service Call / Delivery		Qty	Price	Total	
			Labor	\$ -	
Notes:			Material Total	\$ 5,371.23	
	Freight and any applicable taxes are not included in the pricing above.	Discount		\$ -	
		Delivery Charge			
		Subtotal		\$ 5,371.23	
		Sales Tax	0	\$ -	
		Local Tax	0	\$ -	
		Total Amount		\$ 5,371.23	



July 29, 2025

City of LaVergne
1500 E Nir Shreibman Blvd.
LaVergne, TN 37086

Environment One Corporation (E/One) utilizes Distributors as the primary means to sell grinder pump stations and related equipment to customers and end users throughout the United States. E/One currently has a sole Distributor representative agreement with WASCON, Inc. in the State of Tennessee. WASCON is the only authorized representative for the sale and service of E/One grinder pump products in the State of Tennessee. There are no other sources in this territory to obtain E/One Factory Grinder Pump Stations and related equipment.

The Sales and Service Departments of WASCON have been trained by E/One factory personnel to provide unparalleled sizing and application assistance, product sales, and after-sales support/service on all E/One sewer system products.

WASCON has a complete inventory of E/One grinder pump stations, pumps, panels, and repair parts for E/One sewer system products in their stocking warehouses.

We would like to thank you for your interest in Environment One Sewer System products and extend our sincerest invitation for you to contact us if we can be of further assistance.

Regards,

Marvin Springer

Marvin Springer
Regional Sales Manager
Environment One Corporation

Direct Telephone: (816) 719-2501
E-mail: mspringer@eone.com

ENVIRONMENT ONE CORPORATION
7701 NW ROBERTS ROAD ■ KANSAS CITY, MISSOURI 64152
(816) 719-2501 ■ mspringer@eone.com
A Precision Castparts Company

E/One Parts Price List 2025

Enhanced Extreme Service Parts

Description	Part Number	Service Code	List Price
Std Wired LSH Service Assembly	NC0563G01	1231	\$ 244.69
LSH Only Service Assembly	NC0563G04	1234	\$ 224.60
Std IDU Wired LSH Service Assembly (IH091)	NC0563G06	1235	\$ 244.69
Rigid LSH Conversion Assembly Wetwell HW	ND0157G01	1241	\$ 813.15
Rigid LSH Conversion Assembly Drywell HW	ND0157G02	1242	\$ 943.10
Rigid LSH Conversion Assembly Drywell HW LSH Only	ND0157G03	1243	\$ 340.56
Std Wireless LSH Service Assembly	NC0563G05	1246	\$ 244.69
Rigid LSH Conversion Assembly Wetwell Wireless	ND0157G06	1247	\$ 813.15
Rigid LSH Conversion Assembly Drywell Wireless	ND0157G07	1248	\$ 943.10
Control Cable LSH 4 Conductor Cable	NC0533P01	1250	\$ 46.56
Control Cable 4 Conductor Bulkhead	NC0534P01	1251	\$ 39.02
Nut Compression Cable LSH	NB0007P01	2222	\$ 2.80
Control Cover 2-Port LSH Machined Extreme	ND0148P01	2224	\$ 149.32
LSH Extreme Rigid (Housing Only Single Side Only)	ND0147P01	2225	\$ 43.92
LSH Connector Lock	NB0520P01	2227	\$ 1.20
LSH Cap Wetwell	ND0149P01	2230	\$ 7.02
LSH Cap Drywell	NC0523P01	2231	\$ 2.66
LSH Strap Flexible	NB0491P01	2235	\$ 1.92
Control Cover Service Assembly Wetwell HW	NC0564G01	2241	\$ 292.87
Control Cover Service Assembly Drywell HW	NC0564G02	2242	\$ 422.81
CAPS LSH Control Cover Service Assembly Drywell HW	NC0564G03	2243	\$ 110.71
Control Cover Service Assembly Drywell Wireless	NC0564G05	2245	\$ 422.81
Control Cover Service Assembly Wetwell Wireless	NC0564G06	2246	\$ 292.87
Eye Bolt Gapped 3 Inch Long 5/16-18 SS	0391-004	3155	\$ 8.77
Screw #8-16 x 3/4 Inch Phillips	NA0025P02	3215	\$ 0.19
Connector LSH M20 w/ O-Ring	NA0766G01	3222	\$ 13.36
Bottom Tap M24 x 1.5	NA0237P03	4219	\$ 159.40
O-Ring .862 x .070 Buna N	0310-118B	6130	\$ 0.67
LSH Seal Coupling (2 - O-Ring Gland)	NC0521P01	6208	\$ 29.66
O-Ring 3.109 x 3.387 Buna N (Rigid LSA Seal)	0310-235B	6209	\$ 3.93
O-Ring .674 x .880 Buna N	0310-115B	6223	\$ 0.67
Fitting M20 w/ O-Ring (Adapter Fitting Barb w/ O-Ring)	NB0357G01	9205	\$ 28.50
Seal Plug Metric M24x1.5 SS	NA0778P02	9206	\$ 19.54
Fitting M20 Extended w/ O-Ring (Adapter Fitting Barb w/ O-Ring)	NB0357G03	9209	\$ 30.30

Assemblies (Service Codes 1000-1999)

Description	Part Number	Service Code	List Price
CORE CABLE ASSEMBLY 7' WIRELESS (OBSOLETE please see ND0128G02)	ND0037G02		\$ -
CORE CABLE ASSEMBLY 12' WIRELESS (OBSOLETE please see ND0128G02)	ND0037G03		\$ -
CORE CABLE ASSEMBLY 7' HARDWIRED (OBSOLETE please see ND0128G06)	ND0037G06		\$ -
CORE CABLE ASSEMBLY 12' HARDWIRED (OBSOLETE please see ND0128G07)	ND0037G07		\$ -

ADAPTER KIT EXTREME CORE TO 2000 CABLE - OBSOLETE please order ND0052G03 (Service Code 1217)	ND0052G05		\$ -
ADAPTER KIT 2000 CORE TO EXTREME CABLE - OBSOLETE please order ND0052G04 (Service Code 1218)	ND0052G06		\$ -
CONTROL BRACKET ASSEMBLY 240V / 60 HZ (For Extreme Wireless Cores Only)	ND0112G01		\$ 263.08
Y-CABLE ASSEMBLY SERVICE 18'	ND0128G08		\$ 460.80
SENSING BELL	PC0461P01	1001	\$ 30.28
FLAPPER ASM	PA0076G01	1002	\$ 19.05
REDUNDANT CHECK VALVE ASM 1-1/4 SOCKET x 1-1/4 SLIP	PC0051G01	1007	\$ 60.90
SEAL PACKAGE ASM	PA0329G01	1008	\$ 79.51
SIGNAL LIGHT PKG ASM	PA0060G02	1012	\$ 33.19
CHECK VALVE ASM (COPPER DISCHARGE) - This Item is no longer available	PB0104G01	1017	\$ -
POPPER FLAPPER ASM	PA0245G01	1035	\$ 18.26
CORE BOLT ASM w/ WASHER	PB0186G01	1043	\$ 9.19
CORE BOLT ASM w/o WASHER	PB0186G02	1046	\$ 8.47
BREATHER CABLE ASMStd 7' Breather Cable (2000)	PC0579G01	1060	\$ 260.67
BREATHER VENT FIELD ASM	PA1325G01	1061	\$ 33.44
EQD RECEPTACLE AND HOUSING NO CABLE (2000)	PB0581G04	1062	\$ 165.14
EQD PLUG AND HOUSING NO CABLE (2000)	PB0581G05	1063	\$ 187.01
ANTISIPHON CHECK VALVE ASM SS DISCHARGE	PB0104G02	1064	\$ 212.50
BREATHER CABLE ASM 12' Breather Cable (2000 FM)	PC0579G03	1067	\$ 380.71
STUD INSTALLATION KIT (2000) replaces 6029	PA1289G02	1068	\$ 77.77
HOOD EQD w/o 3/4 in. NPT HOLE and #10-32 INSERT (Blank for Shipping)	PC0563P02	1070	\$ 25.46
ANTI-SIPHON CHECK VALVE ASM (AMGP 1000 METERING IDU) - This Item is no longer available	PB0104G04	1076	\$ -
PUMP STAND KIT (INCL. SUCTION HOUSING SHROUD) AMGP/GGS	PC0742G01	1077	\$ 255.81
CABLE ASM IDU BD-ALARM 3-WIRE 2000 IDU ONLY	PA1510G01	1078	\$ 48.89
CABLE ASM IDU BD ON-OFF 4-WIRE 2000 IDU ONLY	PB0707G01	1079	\$ 120.91
CIRCUIT BOARD ASM 2000 IDU ONLY	PC0830G01	1080	\$ 380.64
GATE VALVE SOCKET WELD 4 IN.	PA1445P01	1081	\$ 260.85
ALARM (BUZZER) ASSEMBLY 2000 IDU	PB0749G01	1082	\$ 77.43
DISCHARGE KIT IDU (INCL. ELBOW 1-THREADED NIPPLE) PARTS ONLY	PB0748G01	1084	\$ 53.35
INLET KIT IDU (INCL. GATE VALVE GROMMET 6 PIPE VALVE STOP)	PB0747G01	1085	\$ 481.56
AMGP BREATHER CABLE ASM (EQUALIZER INCLUDED)	PC0579G09	1086	\$ 409.88
MOTOR HOUSING ASSEMBLY (2000 AMGP)	PC0837G01	1088	\$ 323.53
EQUALIZER AMGP ONLY	PC0786G01	1090	\$ 170.80
HOSE FLEX DISCHARGE KIT 48 Inch	PC0542G01	1093	\$ 181.94
HOSE FLEX DISCHARGE KIT 60 Inch	PC0542G02	1094	\$ 185.47
HOSE FLEX DISCHARGE KIT 72 Inch	PC0542G03	1095	\$ 210.24
HOSE FLEX DISCHARGE KIT 84 Inch	PC0542G04	1096	\$ 219.42
HOSE FLEX DISCHARGE KIT 96 Inch	PC0542G05	1097	\$ 225.17
SLIDE FACE RECEIVER ASSMEBLY	PC0542G10	1098	\$ 116.61

ELECTRICAL SERVICE KIT 2000 IDU	PA1722G01	1100	\$ 955.56
TOP HOUSING SERVICE KIT 2000 IDU (units prior to 9/17/01)	PA1723G01	1101	\$ 534.04
T260 Replacement Board SVC NO SODC 240V	PA1880G01	1103	\$ 475.77
T260 Replacement Board 240V 2P With SODC	PA1880G02	1104	\$ 632.07
T260 Replacement Board SVC NO SODC 120V	PA1880G07	1108	\$ 613.66
T260 Replacement Board 120V with SODC	PA1880G08	1109	\$ 627.49
DISCHARGE HOSE ASSY 2.0 M 2000I (1111)	PB0819G02	1111	\$ 269.66
2000 SERIES SUPPLY CABLE EQD COVER BLANK SHELL W/ EQD SCREW (GRAY)	PA1750G02	1114	\$ 34.24
TOP HOUSING ASSEMBLY I - SERIES	NC0030G01	1201	\$ 419.95
TRANSCIEVER ASSEMBLY 240 VOLT / 60 HZ	NB0035G01	1202	\$ 286.49
CUTTER WHEEL MACHINED/HARDENED	NC0008P02	1203	\$ 137.15
CHECK VLV ASM W/ RCV1-1/2NPTDW	NC0032G03	1207	\$ 274.98
MECHANICAL SEAL KIT w/ (4) MAIN O-RINGS & (7) LOCKNUTS	NC0040G01	1208	\$ 61.89
STRAIGHT CABLE ASSEMBLY CORE SERVICE 7' (1209)	ND0128G02	1209	\$ 260.67
STRAIGHT CABLE ASSEMBLY CORE SERVICE 12' (1210)	ND0128G03	1210	\$ 381.51
LEVEL SENSOR ASSEMBLY WIRELESS	NC0033G02	1211	\$ 418.48
LEVEL SENSOR ASSEMBLY HARDWIRED	NC0033G01	1212	\$ 293.87
EQUALIZER TUBE ASSEMBLY 9' FOR 7' CABLE	NC0035G01	1213	\$ 40.02
EQUALIZER TUBE ASSEMBLY 14' FOR 12' CABLE	NC0035G02	1214	\$ 48.01
LEVEL SENSOR ASSEMBLY I SERIES HARDWIRED	NC0033G03	1215	\$ 378.00
TEMP ADAPTER KIT EXTREME CORE TO 2000 CABLE 6 FT	ND0052G02	1216	\$ 196.59
TEMP ADAPTER KIT EXTREME CORE TO 2000 CABLE 1 FT	ND0052G03	1217	\$ 153.92
TEMP ADAPTER KIT 2000 CORE TO EXTREME CABLE 1 FT	ND0052G04	1218	\$ 153.92
MOTOR HSG ASM W/ MOTOR & SEAL KIT AUS/NZ EXTREME (1220)	NC0036G02	1220	\$ 487.88
LEVEL SENSOR ASSEMBLY HARDWIRED 12FT CABLE	NC0033G05	1221	\$ 356.67
Y-CABLE ASSEMBLY SERVICE 7' (1260)	ND0128G06	1260	\$ 260.67
EQD ASSEMBLY SUPPLY CABLE SIDE NO CABLE (Insert is included)	ND0036G01	1262	\$ 96.31
EQD ASSEMBLY CORE SIDE NO CABLE (Insert is included)	ND0037G01	1263	\$ 136.12
ANTI-SYPHON CHECK VALVE ASM FOR DRYWELL	NC0032G01	1264	\$ 212.48
Motor Controller Board Assembly 240V / 60Hz	NB0494G01	1265	\$ 270.97
MOTOR CONTROLLER BOARD ASSEMBLY (240V/60HZ) SERVICE CASE QTY 24 FOR QUANTITY DISCOUNT	NB0494G01-BX	1265	\$ 6,178.02
Motor Controller Board Assembly 120V / 60Hz	NB0494G02	1266	\$ 334.59
Y-CABLE ASSEMBLY SERVICE 12' (1267)	ND0128G07	1267	\$ 323.46
TOP HOUSING ASSEMBLY DRYWELL - Standard and RCV	NC0031G01	1269	\$ 395.10
ANTI-SYPHON CHECK VALVE ASM FOR WETWELL & UPGRADE	NC0032G02	1276	\$ 222.06
DISCHARGE KIT I - SERIES SERVICE	NC0041G01	1284	\$ 121.84
MOTOR HOUSING ASSEMBLY SERVICE WITH MOTOR STATOR/SEAL KIT	NC0036G01	1288	\$ 425.37
EQUALIZER ASSEMBLY	NC0034G01	1290	\$ 100.53
Motor Controller Board Assembly 230-240V / 50Hz	NB0494G03	1299	\$ 270.97
MCB Adapter Plate for 2000 Series Cores (Use for all Non- IDU 2000 Series Cores)	NB0495G01	1300	\$ 16.42
MCB Adapter Plate for 2000 Series IDU Cores	NB0495G02	1301	\$ 30.12

Plastic and Metal Parts (Service Codes 2000-2999)

Description	Part Number	Service Code	List Price
CONTROL HOUSING STANDARD PAINT D - SERIES HARDWIRED FOR FLEXIBLE LSA NO HANGER (New Casting not recommended)	NC0037G01		\$ 256.02
CONTROL HOUSING STANDARD PAINT D - SERIES WIRELESS FOR FLEXIBLE LSA NO HANGER (New Casting)	NC0037G02		\$ 256.02
COPPER ADAPTER MALE	0346-DL	2004	\$ 36.95
TUBING COPPER 1.25 x 6.50	PB0058P01	2018	\$ 17.50
INLET FLANGE 4 PVC	PC0191P06	2049	\$ 75.80
ELBOW 11/4 NPT BRASS	PB0248P05	2050	\$ 38.51
NIPPLE 11/4 NPT x 2 BRASS	PB0248P06	2051	\$ 29.20
VALVE WYE (SS DISCHARGE)	PD0012P02	2054	\$ 65.17
VALVE HOUSING (SS DISCHARGE)	PC0048P02	2055	\$ 28.90
SLIP JOINT NUT 11/2 IN PVC (SS DISCHARGE)	PA0986P01	2056	\$ 1.53
SPLIT RING SS DISCHARGE	PA1028P01	2057	\$ 4.63
HOOD EQD HOUSING (STANDARD 2000)	PC0563P01	2059	\$ 28.90
COVER TOP HOUSING 240V (2000)	PC1162P01	2062	\$ 12.62
SS DISCHARGE UTUBE SWAGED (2000)	PB0802G01	2063	\$ 97.67
SS DISCHARGE STRAIGHT (200 2000)	PB0497G01	2064	\$ 181.10
LIFTING HOOKS 3/8 (2000)	PA1147P01	2065	\$ 3.15
AMGP/1000 SERIES 1 1/4 NPT ANTI-SIPHON ADAPTER	PA0233G02	2067	\$ 58.82
AMGP COVER ASM SERVICE - INCLUDES O-RING FOR AMGP	PD0228G10	2068	\$ 141.91
PUMP STAND WIRE FORM (2000)	PC0728P01	2069	\$ 72.12
COVER TOP HOUSING 120V (2000)	PC1162P02	2072	\$ 14.78
ELBOW DISCHARGE SERVICE KIT SS SWAGED(AMGP1000S IDU METERING)	PB0827G01	2074	\$ 90.49
ELBOW DISCHARGE SERVICE KIT SS SWAGED (FOR 2000 WITH CANDY-CANE)	PB0801G01	2075	\$ 92.96
BALL VALVE (IDU or GATORGRINDER)	PA1444P01	2077	\$ 42.97
VALVE SEAT	PA0232G01	2078	\$ 17.83
SPLIT RING SS SWAGED DISCHARGE	PA1028P02	2079	\$ 1.89
BRACKET DISCHARGE SUPPORT AMGP	PB0545P01	2080	\$ 17.29
HOOD EQD w/o #10-32 INSERT (For Old GG Tank w/EQD Bracket)	PC0563P04	2081	\$ 10.31
HOSE CLAMP 7/16 IN NYLON (used on equalizer tubing)	PA1815P01	2083	\$ 2.11
RUBBER BOOT(CAP) TO COVER SILENCE SWITCH	PA0532P01	2102	\$ 8.87
NUT EQD TIGHTENING BLACK SUPPLY CABLE SIDE	ND0003P01	2201	\$ 5.20
SPLIT NUT FOR CONTROL COVER HARDWIRED	NB0007P02	2202	\$ 2.73
EQUALIZER TUBING BLACK PER FOOT	NB0012P01	2203	\$ 1.27
GROMMET MOTOR HOUSING INTERNAL	NB0002P01	2204	\$ 1.27
CLIP RETAINING LEVEL SENSING HOUSING BOTTOM	NB0010P01	2205	\$ 0.88
LEVEL SENSOR HOUSING ALARM SIDE WIRELESS	ND0013P07	2207	\$ 47.46
RETAINER PRESSURE SWITCH	ND0014P01	2208	\$ 1.68
S-CLIP CORE CABLE/VENT TUBING	NB0046P01	2209	\$ 0.97
HUB BASE TOP HOUSING LATCH D - SERIES	NB0023P01	2210	\$ 17.85
PAWL TOP HOUSING LATCH D - SERIES	NB0024P01	2211	\$ 6.97
SPINDLE MOLDED SLEEVE TOP HOUSING LATCH D - SERIES	NB0025P01	2212	\$ 8.30
LEVEL SENSOR HOUSING ALARM SIDE HARDWIRED	ND0013P08	2215	\$ 49.53

LEVEL SENSOR HOUSING ON/OFF SIDE			
HARDWIRED/WIRELESS	ND0012P07	2216	\$ 58.16
EQD SOCKET HOUSING SUPPLY CABLE SIDE	NC0043G01	2259	\$ 61.89
EQD PIN HOUSING CORE CABLE SIDE	NC0044G01	2260	\$ 54.16
STAINLESS STEEL DISCHARGE CANDY CANE SWAGED EXTREME	NC0073G01	2263	\$ 97.68
SS STRAIGHT DISCHARGE - EXTREME	NB0074G01	2264	\$ 181.10
PIN LIFTING D - SERIES TOP HOUSING	NA0006P01	2265	\$ 3.15
CONTROL HOUSING STANDARD PAINT W - SERIES WIRELESS FOR FLEXIBLE LSA (New Casting)	NC0037G04	2267	\$ 203.63
CONTROL HOUSING STANDARD PAINT W - SERIES HARDWIRED FOR FLEXIBLE LSA (New Casting)	NC0037G03	2268	\$ 203.63
STAND CORE 5/16 INCH ROD SS (1 SIDE)	NB0006P02	2269	\$ 29.44
FTGCOUPLING1 1/4 PVC SCH80 THREAD BOTH ENDS	0372-830012	2270	\$ 11.98

Hardware (Service Codes 3000-3999)

Description	Part Number	Service Code	List Price
WASHER SPRING LOCK SS #10 (SHROUD)	0708-5002	3005	\$ 0.11
WASHER PLAIN SS 1/4 (TIE ROD BOTTOM)	0707-6002	3006	\$ 0.18
SCREW SELFTAP #6 x .37 (PRESSURE SWITCH)	0203-BT306C	3009	\$ 0.18
SCREW TAMPER PROOF 832	PA0117P01	3014	\$ 0.78
WASHER PLAIN SS #8 (TAMPER PROOF)	0707-4002	3015	\$ 0.11
WASHER SPRING LOCK SS 1/4 (SUCTION HOUSING)	0708-6002	3022	\$ 0.18
SCREW HEX HD 1/420 x .75	PA1399P01	3023	\$ 0.51
SCREW SL HX HD 1024 x 1.50 (CAST IRON ONLY)	PA1027P01	3024	\$ 0.87
CONNECTOR 3/4 IN NPT (12-2 14-2)	0608-002	3040	\$ 28.30
FTGQDSOCKET1/8FPT (3044)	0368-001	3044	\$ 53.17
FTGQDPLUG1/8FPT (3046)	0368-002	3046	\$ 24.01
SCREW DRIVE SS #4 x .188 (NAME PLATE)	0005-4003	3049	\$ 0.18
NUT STOP (ELASTIC) 1/424 (TIE ROD)	0719-2520SS	3050	\$ 1.20
SCREW PHILLIPS PN HD 832 x .44 (CONTROLS)	0023-4007	3051	\$ 0.18
SCREW SLOTTED FL HD 1032 x .38 (CAPACITOR)	0037-5006	3058	\$ 0.36
CONNECTOR (123) CABLE	0635-2535	3091	\$ 24.79
WASHER FLAT SS 1/4	PA0201P01	3095	\$ 1.47
SCREW ORING (CORE BOLT)	PB0153P01	3096	\$ 3.94
WASHER PLAIN SS 3/8 (O-RING SCREW)	PA0277P01	3097	\$ 0.67
SCREW HEX HD 1/420 x 1.6 2	0073-6026	3104	\$ 1.13
SCREW HEX HD 1/420 x 1.50	0073-6024	3105	\$ 1.03
VALVE STEM BREATHER	PA0382P01	3111	\$ 5.04
ORING 1.287 x 1.707 (COPPER DISCHARGE)	0310-323B	3114	\$ 1.38
BOLT 5/1618 x 1.75 (2000 MOTOR)	0073-7028	3119	\$ 1.88
WASHER SPRING LOCK 5/16	0708-7002	3121	\$ 0.25
SCREW CAPTIVE 1032 x .75 (2000 EQD)	PA1134P01	3122	\$ 4.07
CORD GRIP 3/4 IN NPT .35-.63 (2000 EXTREME EQD IH)	PA1150P06	3123	\$ 8.75
STUD TOP HOUSING (2000)	PB0634P02	3124	\$ 7.54
LOCKNUT 5/16 SS (2000)	0719-3218SS	3125	\$ 1.28
FLAT WASHER 5/16 SS (2000)	0707-7002	3126	\$ 0.67
CLAMP BREATHER (2000)	PA0332P03	3127	\$ 0.36
FLAT WASHER #10 (plastic inlet shroud)	0706-5002	3128	\$ 0.42
SCREW 10-24 HXHD PROCOAT W/ LOCKTITE (inlet shroud motor ground screw) 2000	PA1398P03	3129	\$ 0.51

EYE BOLT SS 3 INCH LONG w/ NUT (For Manual Pump Cover/Equalizer Hanger)	0391-003	3130	\$	4.89
SCREW HEX SS 5/16-18x2.00 LG	0073-7032	3131	\$	1.88
RETAINING RING STAND SS 4PK (AMGP 1000)	PA2190P01	3132	\$	3.79
CHECK VALVE SCREW	0052-5014	3133	\$	0.67
CHECK VALVE WASHER	PA0247P01	3134	\$	0.42
BUTTON HEAD SCREW (2000 IDU; HOLDS ON PCB & OVERLAY)	0097-3006	3135	\$	0.18
STAND OFF #6 .75 LG (2000 IDU)	0402-0017	3136	\$	0.69
PLUG EXPANSION	PA1007P01	3137	\$	0.67
SCREW HXHD 1/4-20x1 PRCOAT W/ LOCKTITE (SUCTION HOUSING) NOT USED IN PLACE OF .75 1/4-20 BOLT	PA1399P02	3138	\$	0.67
SCREW 10-32 (HOLD DOWN SCREWS FOR IDU COVER)	0028-5008	3139	\$	0.18
HUMMEL CONNECTOR 1/2 NPT (2000 IDU)	PA1150P08	3140	\$	10.72
LOCKNUT FOR HUMMEL (2000 IDU)	PA1306P02	3141	\$	2.74
SCREW PHIL PAN HD 1/4-20 x 75 IDU CORE BOLT	0022-6012	3142	\$	0.36
5/16-18 SS NUT (FOR EYEBOLT)	0702-7002	3143	\$	0.67
SCREW PHIL PAN HD (HOLDS ALARM TO MOUNTING BRACKET 2000 IDU)	0022-4004	3145	\$	0.18
GROUNDING STRIP AL IDU	PB0704P01	3146	\$	56.58
SCREW CAPTIVE 10-32x1.25	PA1134P02	3147	\$	2.58
AMGP BREATHER CLAMP SS SPRING	PA1290P01	3149	\$	2.15
SCREW ALARM BOARD SENTRY (PLASTITE 45 #10X 1/2)	0210-508Z	3150	\$	0.35
SPRING PIN .187 DIA X .75 LG SS FOR CHECK VALVE	0714-093S	3201	\$	0.39
SPRING PIN .250 DIA X 1.50 LG SS FOR CONTROL COVER	0714-139S	3202	\$	1.05
WASHER .19 X .63 X .04 SS	NA0011P01	3203	\$	0.18
SCREW PHILIP RD HEAD SS 6-32 X 2.50	0010-3040	3204	\$	0.64
SCREW PLASTITE 45 #4 X 1/2 SS	0210-208S	3205	\$	0.47
PLUG 1/8 NPT SS	NA0002P01	3206	\$	2.31
SCREW SOCKET HEAD 10-24 X .50 PRE-COTE CONTROL BRACKET	NA0015P01	3207	\$	0.24
SCREW PLASTITE SH SS 48-2 #10 - 14 X 1.25 (EXTREME TOP HSG)	NA0025P01	3208	\$	0.49
SCREW PHILIPS RD HEAD SS 6-32 X 3.00 LG	0010-3048	3209	\$	0.64
SCREW HUB BASE RETAINING 1/4-20 X .38 LG	PA1399P03	3210	\$	1.20
WASHER 1/4 SS FOR HUB BASE RET. SCREW	0707-6012	3211	\$	1.28
CORD GRIP 1/2 INCH NPT W/ O-RING (FOR HARDWIRED LEVEL SENSOR HOUSING)	NA0045G02	3212	\$	16.76
SCREW LOCK HEX MACH 10-24 X 0.75 LG	PA1398P01	3224	\$	0.87
D-HOOK LIFTING	NB0042P01	3230	\$	9.28

Tools (Service Codes 4000-4999)

Description	Part Number	Service Code	List Price
CURRENT MONITOR/DATA LOGGER (To be used with Current Probe NA0749P02)	NA0749P01		\$ 945.00
CURRENT PROBE (To be used with current Monitor NA0749P01)	NA0749P02		\$ 188.94
TAMPER PROOF SOCKET for 3/8 TRUSS HEAD (PA0591P04)	PA0595P04		\$ 6.62
SOCKET TAMPER PROOF #6	PA0302P01	4001	\$ 16.66
GREASE SILICONE 5.3 OZ	0302-005	4017	\$ 38.75
PIPE SEALER TFE 8 OZ	0303-006	4018	\$ 33.10

HAND PUMP VACUUM/PRESS	PA1019G01	4019	\$	307.06
PRESSON TOOL PUMP BEARING	PB0211P01	4021	\$	177.91
SEAL ASM TOOL CERAMIC/CARBON	PB0209P01	4028	\$	101.50
METER VOLT/AMP/OHM	PA1018P01	4033	\$	180.11
BEARING PULLER SWITCH	PA0347P01	4034	\$	192.85
BEARING PULLER PUMP	PA0347P02	4035	\$	321.14
TEST FIXTURE SENSING BELL	PB0534G01	4038	\$	184.08
MOLEX PIN REMOVER (2000 SERIES)	PA1277P01	4039	\$	92.80
MOTOR AIR TEST FIXTURE (2000/D SERIES)	PA1198P01	4041	\$	25.54
TAMPER PROOF SOCKET #20 (for older 1010 lids)	PA0595P01	4042	\$	56.93
METER VOLT/OHM	PA1018P02	4043	\$	180.11
BREATHING TEST FIXTURE (2000 SERIES)	PA1706G01	4044	\$	7.94
PRESS ON TOOL UPPER BEARING (2000 SERIES)	PB0210P02	4045	\$	135.20
SILICONE MOLYCOTE 55 5.3 OZ	NA0008P02	4201	\$	58.36
LEVEL SENSING SIMULATOR (WIRELESS)	NC0026G01	4202	\$	248.40
SCREWDRIVER 5/32 HEX DRIVE HOLDING TIP	NA0101P01	4203	\$	14.09
SERVICE TAGS BOX OF 100 TAGS (PRICE IS NET)	PA2026P01	4204	\$	245.61
LOCTITE 598 0.5 OZ CABLE ENTRY	NA0161P02	4205	\$	12.53
MANOMETER FIELD TEST KIT (PRICE IS NET)	NB0158G01	4206	\$	524.39
MANOMETER SHOP TEST KIT (PRICE IS NET)	NB0158G02	4207	\$	689.28
HAND TOOL CRIMPER (PRICE IS NET)	NA0237P01	4208	\$	746.63
BOTTOMING TAP M32 x 1.5 (PRICE IS NET)	NA0237P02	4209	\$	163.70
LOCTITE 641 10 mL BEARINGS	0323-049	4210	\$	37.05
Cutter Wheel Removal Tool (PRICE IS NET)	NB0407G01	4211	\$	95.78

Motor Parts

Description	Part Number	Service Code	List Price
BEARING PUMP END (200 2000 EXTREME)	PA0109P01	5015	\$ 40.99
CAPACITORSTART125V W/68K RES (2000 EXTREME)	NA0193P01	5029	\$ 66.97
BRACKETCAP MTG (2000)	PA1042P01	5030	\$ 10.31
SWITCHMOTOR START120/240 (2000 EXTREME)	PA0475P03	5031	\$ 68.34
THERMAL PROTECTOR 240V (2000)	PA0303P03	5032	\$ 16.99
MOTOR ASM 120/240VFIELDARMATUREBEARINGS (20001000AMGPSUBMERSIBLEIDU)	PB0711G01	5033	\$ 814.33
WASHER WAVE SPRING (2000 EXTREME)	PA1010P01	5034	\$ 2.40
BEARINGTOP (2000 EXTREME)	PA1181P01	5035	\$ 90.03
THERMAL PROTECTOR 120V (2000)	PA0303P05	5036	\$ 47.50
MOTOR HEADMACHSTD (2000)	PD0230P03	5037	\$ 193.45
MOTOR ASM250V50HZASU/ NZ 2000I (5038)	PB0711G03	5038	\$ 670.79
ROTOR MOTOR EXTREME	NC0007P01	5201	\$ 501.90
THERMAL PROTECTOR 240V 60Hz (EXTREME)	NA0112P01	5202	\$ 17.00
THERMAL PROTECTOR 120V 60Hz (EXTREME)	NA0112P02	5203	\$ 47.50
MOTOR HEAD STANDARD (INCLUDES 1208 SEAL KIT)	NC0038G01	5237	\$ 175.35

O-Ring and Gasket (Service Codes 6000-6999)

Description	Part Number	Service Code	List Price
GROMMET DISCH EPDM 1.66 IDU & IH (Obsolete please use NB0506P01)	PB0690P01		\$ -
ORING 7.984 x 8.262 R&M MOTOR HEAD	0310-266	6001	\$ 12.19
GASKET R&M ELBOW	PB0002P01	6005	\$ 3.59

ORING 7.725 x 8.145 GE MOTOR HEAD	0310-368B	6010	\$	9.51
SEALING RING 3/4	0634-5263	6016	\$	4.74
ORING 1.350 x 1.770 TOP HOUSING DISCHARGE (200)	0310-324	6024	\$	6.08
ORING .239 x .379 CORE BOLT	0310-010B	6025	\$	0.18
GROMMET BLACK SUPPLY & 14 GA BREATHER CABLE (2000)	PB0525P12	6028	\$	4.98
TOP HOUSING GASKET FLAT (AMGP 1000)	PB0533P02	6029	\$	21.37
GASKET EQD AMGP/2000S	PB0576P01	6030	\$	6.51
GASKET TOP HOUSING TO TANK (2000)	PA1155P01	6031	\$	13.04
ORING 1.234 x 1.512 SS DISCHARGE	PA0987P01	6032	\$	1.07
BLUE GROMMET SS DISCHARGE TO VALVE	PB0503P02	6034	\$	5.40
GROMMET BUNA-N TOP HSG/DISCHARGE BLK	PB0569P01	6035	\$	7.02
ORING .145 x .285 CAPTIVE SCREW EQD	0310-007E	6036	\$	0.51
GROMMET CABLE THROUGH TOP HOUSING (2000)	PA1149P01	6037	\$	6.45
ORING SLIDE FACE (1.57 x .197) (AMGP 1000 300)	PA0514P01	6038	\$	6.34
ORING MOTOR (2000)	0310-261B	6039	\$	2.06
SIKATAPE 1" x 1/8" 50' ROLL BLACK	PA1058P02	6040	\$	77.02
ORING FOR CABLE CONNECTOR (2000 AMGP 1000 EXTREME)	0310-214B	6041	\$	0.67
GASKET ELBOW SS (2000 1000 AMGP IDU SUBMER. METERING)	PA1017P01	6042	\$	1.72
TOP HOUSING GASKET MOLDED (2000 IDU)	PC0727P01	6043	\$	22.20
Grommet IH & IDU Discharge Crescent	NB0506P01	6044	\$	26.07
GASKET TOP HOUSING (IDU)	PA1521P01	6045	\$	26.92
ORING FOR HUMMEL CONNECTOR (IDU & EXTREME LATCH MECHANISM)	0310-116B	6046	\$	0.51
ORING 1.266 ID BACK-UP	PA1680P01	6047	\$	1.26
GASKET 8.48 DIAMETER IDU COVER	PC0851P01	6048	\$	25.11
ORING 30 mm x 5 mm AMGP DISCHARGE	PA1751P01	6049	\$	3.12
HIGH FLOOD GASKET KIT	PA1763G01	6050	\$	48.05
O-RING CAST AMGP COVER	0310-269B	6051	\$	4.21
O-RING 1.051 x 1.191 BUNA N	0310-023B	6129	\$	0.89
GROMMET 6 HOLE OVERMOLD EQD SUPPLY CABLE SIDE	NB0002P02	6201	\$	2.80
O-RING CASTING 4.975 X 5.525 BUNA N EXTREME	0310-429B	6202	\$	3.45
SEAL LEVEL SENSING HOUSING EXTREME (ORIGINAL - MANUFACTURED PRIOR TO 1/2018)	NB0043P01	6203	\$	4.16
GROMMET PUMP CABLE BLACK	NB0039P01	6204	\$	1.28
GROMMET EQUALIZER TUBE BLUE	ND0024P01	6205	\$	1.51
O-RING 18MM X 2MM BUNA N (LEVEL SENSOR CORD GRIP)	NA0519P01	6206	\$	1.41
SEAL LEVEL SENSING HOUSING EXTREME (NEW - MANUFACTURED AFTER TO 1/2018)	NB0043P02	6207	\$	4.16
Grommet IDU Breather Ftg	NB0507P01	6213	\$	25.13
EQD O-RING 2.489 X 2.629 BUNA N	0310-037B	6230	\$	6.50
GASKET TOP HOUSING	NB0077P01	6231	\$	11.98
CV/AS O-RING 1.609 X 1.887 BUNA N	0310-223B	6232	\$	0.89
O-RING .426 X .566 BUNA N (LEVEL SENSOR BARB FITTING)	0310-013B	6233	\$	0.63

Electrical Parts (Service Codes 7000-7999)

Description	Part Number	Service Code	List Price
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PRESSURE SWITCH ON/OFF (200)	PB0122P03	7002	\$	47.50
PRESSURE SWITCH ALARM (200)	PB0122P01	7003	\$	56.26
UF CABLE COIL 122 UL	PA0327P02	7008	\$	50.67
UF CABLE COIL 142 UL	PA0327P01	7009	\$	46.22
RESISTOR 1200 20W	PA0101P01	7037	\$	22.98
TRANSFORMER BUCK BOOST AUTO (SIMPLEX 0.5 KVA)	PA0219P02	7067	\$	529.15
TRANSFORMER BUCK BOOST AUTO (DUPLEX 0.75 KVA)	PA0219P03	7068	\$	943.56
TERMINAL STA-KON 1614GA (T260)	PA0205P02	7071	\$	1.04
WIRE ASM BLACK 2 TERM	PA0236G13	7072	\$	4.29
WIRE ASM WHITE 1 TERM	PA0236G03	7073	\$	4.02
WIRE ASM WHITE 2 TERM	PA0236G15	7074	\$	4.38
WIRE ASM BLACK 1 TERM	PA0236G14	7075	\$	4.02
PRESSURE SW ON/OFF (2000)	PA1016P01	7090	\$	73.12
PRESSURE SW ALARM (2000)	PA1016P02	7091	\$	73.12
RELAY SOLID STATE 25A (possible replacement for 7070)	PA1004P01	7092	\$	100.14
RESISTOR ASM 15K 12W (2000)	PA0101P06	7093	\$	43.05
EQD INSERT FEMALE (six pin)	PA1074P03	7094	\$	28.30
EQD INSERT MALE (six pin)	PA1074P04	7095	\$	30.50
CONNECTOR ASM 3 PIN PLUG MOLEX (2000)	PA1182G01	7096	\$	7.64
CONNECTOR ASM 3 PIN RECEPTACLE MOLEX (2000)	PA1182G03	7097	\$	8.07
CONNECTOR ASM 4 PIN PLUG MOLEX (2000)	PA1182G02	7098	\$	9.27
CONNECTOR ASM 4 PIN RECEPTACLE MOLEX (2000)	PA1182G04	7099	\$	8.91
SPLICE KIT FOR TRAY CABLE (approved for underground use)	PC0606G01	7102	\$	96.21
CONTACTOR MOTOR 220V/240V (240V Pumps and 240V Panels)	PA1476P01	7104	\$	70.59
PRESSURE SWITCH ON-OFF (2000 IDU)	PA1016P07	7105	\$	91.42
PRESSURE SWITCH ALARM (2000 IDU)	PA1016P08	7106	\$	91.42
OVERLAY DIAGNOSTIC CENTER (IDU)	PB0694P01	7107	\$	102.89
BATTERY HOLDER (IDU)	PA0839P03	7108	\$	24.44
LITHIUM BATTERY (IDU)	PA0839P05	7109	\$	43.47
POWER CORD 240V (2000 IDU)	PA1461P02	7110	\$	54.01
CONTACTOR MOTOR 120V (120V panels) - New Version 1/20/23 - Replaces PA1476P02	NA0023P02	7111	\$	143.86
RESISTOR HEATER 120V (2000 flat control bracket)	PA0101P10	7112	\$	22.98
TERMINAL 250F 22-18 AWG	0642-003	7114	\$	1.20
TERMINAL FLAG FLAG 22-18GA RED	PA0491P01	7115	\$	1.38
SPLICE 18-16 AWG BLUE	PA0748P01	7116	\$	0.87
CAP EQD SOCKET SUPPLY CABLE SIDE	NB0004P01	7201	\$	4.16
CAP EQD PIN CORE CABLE SIDE	NB0003P01	7202	\$	5.43
BOARD ASM TRANSPONDER WIRELESS	NB0038G01	7203	\$	56.90
***DO NOT ORDER** PART IS OBSOLETE INSTEAD ORDER PA1476P01 (SERVICE NUMBER 7104) - Part Was CONTACTOR MOTOR 240V 240V DIN EXTREME	NA0023P01	7204	\$	-
PRESSURE SWITCH ON/OFF IDU HARDWIRED W/ O-RINGS	NB0031P05	7205	\$	91.42
PRESSURE SWITCH ALARM IDU HARDWIRED W/ O-RINGS	NB0031P06	7206	\$	91.42
WIRE CRIMP 3-WIRE	NA0014P01	7207	\$	1.46
FERRULE RED	PA2072P02	7208	\$	0.67
PRESSURE SW ALARM AUS/NZ(EXTREME) WITH O-RINGS (7220)	NB0031P07	7220	\$	92.62
PRESSURE SWITCH ON/OFF W/ O-RINGS	NB0031P01	7290	\$	73.12
PRESSURE SWITCH ALARM W/ O-RINGS	NB0031P02	7291	\$	73.12

ON/OFF PRESSURE SWITCH PLATED FOR WIRELESS AND EXPLOSION PROOF	NB0031P11	7292	\$ 91.42
ALARM PRESSURE SWITCH PLATED FOR WIRELESS AND EXPLOSION PROOF	NB0031P12	7293	\$ 91.42

Pump Parts (Service Code 8000-8999)

Description	Part Number	Service Code	List Price
STATOR PUMP	PC0249P01	8003	\$ 109.60
PUMP LINER	PB0011P01	8004	\$ 6.26
STATOR OIL RESISTANT	PA0928P01	8005	\$ 285.97
SHREDDER RING MACHINED (200 2000)	PA0010P04	8006	\$ 106.41
INLET SHROUD PLASTIC (need mounting hardware) for AMGP 2000 1000 IDU	PC0002P08	8007	\$ 12.19
ROTOR MACHINED AND POLISHED	PC0054P02	8008	\$ 201.09
GROOVE PIN 5/32	0721-E058	8009	\$ 0.87
STATOR/LINER ASSY EXTREME	NC0039G01	8203	\$ 99.05
CASE QTY OF 30: STATOR/LINER ASSY EXTREME [5% discount reflected in list price]	NC0039G01-BX	8203	\$ 2,821.98
STATOR (OIL - RESIST)/LINER ASM EXTREME	NC0039G03	8205	\$ 292.23
SHREDDER RING EXTREME	ND0008P01	8206	\$ 106.42
INLET SHROUD EXTREME	ND0004P01	8207	\$ 12.19
SUCTION HOUSING EXTREME STD	ND0018P01	8210	\$ 200.98
STATOR AND LINER ASSEMBLY M3 REDUCED PRESSURE EXTREME	NC0039G02	8213	\$ 99.05

Miscellaneous Parts

Description	Part Number	Service Code	List Price
TUBE CONNECTOR 1/8 NPT	0307-002	9002	\$ 7.97
LABEL CAUTION	PA0172P01	9009	\$ 1.53
LABEL NEVER THROTTLE	PA0022P01	9026	\$ 1.53
PADLOCK BRASS 1 IN. SHACKLE	PA0168P02	9051	\$ 13.72
FLAPPER	PA0077P01	9054	\$ 9.43
LABEL FOR SIGNAL LEADS	PA0026P01	9075	\$ 1.53
LABEL FOR POWER LEADS	PA0020P01	9076	\$ 1.53
LABEL FOR OUTDOOR USE	PA0147P01	9077	\$ 1.53
TANK WRENCH ASM 10 FOR 61 STATION	PA1002G01	9084	\$ 73.50
TANK WRENCH ASM 28 FOR 74 STATION	PA1002G02	9085	\$ 78.75
TANK WRENCH ASM 40 FOR 93 STATION	PA1002G03	9086	\$ 81.90
TANK WRENCH ASM 58 FOR 105 STATION	PA1002G04	9087	\$ 144.90
TANK WRENCH ASM 76 FOR 124-129 STATIONS	PA1002G05	9088	\$ 150.15
TANK WRENCH ASM 88 FOR 140 STATIONS	PA1002G06	9089	\$ 153.30
TANK WRENCH ASM 112 FOR 160 STATIONS	PA1002G07	9090	\$ 160.65
WRENCH EXTENSION ASM 48 FOR 200 STATIONS	PB0510G01	9091	\$ 77.70
SEALANT SIKAFLEX	PA0359P02	9094	\$ 35.32
ROPE FOR CORE 25' 10' USEABLE FOR 10' ACCESSWAY SERVICE (9095)	PA0290P03	9095	\$ 28.57
FITTING LSH BARB SS W/ O-RING (LEVEL SENSOR HOUSING)	NB0058G02	9201	\$ 15.39
CASTING PLUG WIRELESS	NB0008P01	9202	\$ 2.40
NAMEPLATE EXTREM SS	NB0044P03	9203	\$ 1.45
NOTE TAG TOP HOUSING	NA0033P01	9204	\$ 0.29

Panel Parts

Description	Part Number	Service Code	List Price
Generator Receptacle Weather Tight Cover NEMA 6P	PA0634P02		\$ 48.98
Generator Receptacle 240V NEMA L14-20P (standard) (doesn't include weather tight cover PA0634P02)	PA0634P04		\$ 99.66
BREAKER 2 POLE 15A	0663-THQP215	9503	\$ 71.43
BREAKER 1 POLE 15A	0663-THQP115	9504	\$ 31.90
BREAKER 1 POLE 20A	0663-THQP120	9505	\$ 42.36
PUSH BUTTON SWITCH SPST N.O. (Silence Switch)	PA0536P01	9506	\$ 18.70
REPLACEMENT BULB 130V	PA1186P01	9507	\$ 9.60
AC CURRENT RELAY SPST 20A	PA0808P01	9509	\$ 260.75
BLEEDING RESISTOR PANEL 240V (2000)	PA1216P02	9510	\$ 29.84
FUSE MOD 250/260 ALARM BOARD 6 AMP (2000)	0633-408	9511	\$ 5.74
REPLACEMENT BD MOD 250 PANEL 120V & 240V (3R & 4X WITH DINRAIL)	PA1093G18	9512	\$ 263.41
CIRCUIT BREAKER 1 POLE 15A DIN RAIL MT	PB0682P01	9514	\$ 32.76
CIRCUIT BREAKER 2 POLE 15A DIN RAIL MT	PB0683P01	9515	\$ 65.33
CIRCUIT BREAKER 1 POLE 20A DIN RAIL MT 120V PUMPS	PB0682P02	9516	\$ 116.95
FUSE TIME-LAG 5x20 MM 1A (2000 IDU)	HA0038P06	9517	\$ 5.93
REPLACEMENT BULB 250V 10W (9519)	PA1189P02	9519	\$ 9.60
ALARM REPLACEMENT PC BOARD SIMPLEX SENTRY 240/120	PB0939G21	9522	\$ 263.41
ALARM REPLACEMENT PC BOARD SIMPLEX SENTRY 240V NO NEUTRAL	PB0939G22	9523	\$ 263.42
BREAKER SERVICE DISCONNECT 2 POLE 30A SENTRY	PB0722P01	9527	\$ 105.23
BUZZER ALARM SENTRY	PA1717P01	9528	\$ 49.61
GASKET BUZZER ALARM SENTRY	PA1688P01	9529	\$ 1.45
BULB ALARM 130V 15W SENTRY SCREW TYPE (use with Svc # 9531 Screw Socket Base)	PA2040P02	9530	\$ 2.90
LAMP SOCKET BASE SPRING TABS SCREW TYPE (use with Svc # 9530 Screw Bulb)	PA2039P03	9531	\$ 21.25
RELAY AUTO XFR GEN RECEPTACLE SENTRY	PA1927P02	9532	\$ 111.31
HOUR METER DIN MT SENTRY 240V	PA1501P01	9533	\$ 133.52
LENS AND GASKET ASSEMBLY SENTRY (9534)	PA2138G01	9534	\$ 38.61
BUZZER ALARM SENTRY 240V (No Neutral Panel)	PA1717P02	9536	\$ 43.23
ADAPTER ASM T260 FOR 240V WIRELESS CORES	NC0014G04	9540	\$ 211.44
ADAPTER ASM T260 W/ PHLA FOR 240V WIRELESS CORES	NC0014G10	9541	\$ 283.71
REPLACEMENT LATCH KIT SENTRY (1 LATCH)	PA2186G01	9542	\$ 8.66
ALARM REPLACEMENT BOARDSIMPLEX SENTRY PROTECT & PROTECT PLUS 240V	NB0072G21	9543	\$ 388.46
MEMBRANE OVERLAY DEADFRONT SENTRY PROTECT 240V 2P	NB0082G02	9544	\$ 197.89
REPL PCB PROTECT AUS/NZ (9545)	NB0072G22	9545	\$ 474.33
BULB ALARM 130V 15W SENTRY BAYONET TYPE (use with Srv # 9548 Bayonet Socket Base)	PA2040P04	9547	\$ 3.18
LAMP SOCKET BASE BAYONET TYPE (use with Svc # 9547 Bayonet Bulb)	PA2039P05	9548	\$ 23.49
LAMP ASM FOR FIBERGLASS PANEL BUILT AFTER 9/2010	PA0548P08	9550	\$ 44.87
FOR FIBERGLASS PANELS BUILT AFTER 9/2010			
BULBCANDELABRA10W FOR FIBERGLASS PANEL	PA2040P06	9551	\$ 3.78
FOR FIBERGLASS PANEL BUILT AFTER 9/2010			

ALARM REPLACEMENT PC BOARD DUPLEX PROTECT PLUS 240V (1 BOARD)	NB0072G25	9552	\$	443.84
CABLE MALE-MALE 4 PIN. 7 LONG 24AWG	NA0314P01	9553	\$	25.26

Sidewinder Parts

Description	Part Number	Service Code	List Price
O-RING .739 x .879 BUNA N	0310-018B		\$ 1.70
STRAIN RELIEF FITTING 1/2NPT	NA0444P02		\$ 8.88
CAPACITOR 400-480 UP 125V WITH RESISTOR	NA0449P01		\$ 52.86
LIFTING RING 3/4 HP PUMP	NA0450P01		\$ 17.72
CABLE SOOW 14/3 (PER FOOT)	NA0480P01		\$ 2.45
MOTOR START RELAY 3/4 HP 60HZ	NB0301P01		\$ 21.56
CONTROL BRACKET 3/4 HP PUMP	NC0297P01		\$ 35.34
Check Valve Assembly 3/4 HP Pump - This Item is no longer available	PB0104G07		\$ -
CUTTER WHEEL MACHINED	NC0008P02	1203	\$ 137.15
PUMP STAND 5/16 ROD R7.5	NB0006P02	2269	\$ 29.44
NUT STOP (ELASTIC) 5/16-18	0719-3218SS	3125	\$ 1.28
WASHER PLAIN SS 5/16 INCH	0707-7002	3126	\$ 0.67
WASHER PLAIN SS #10	0706-5002	3128	\$ 0.42
SCREW HEX SS 5/16-18 X 2 INCH	0073-7032	3131	\$ 1.88
SCREW HEX 1/4-20 X 1.0 LG	PA1399P02	3138	\$ 0.67
SCREW LOCK HEX10-24 X .75L	PA1398P01	3224	\$ 0.87
O-RING 4.975 X 5.525 BUNA	0310-429B	6202	\$ 3.45
PUMP LINER	PB0011P01	8004	\$ 6.26
ROTOR MACHINED	PC0054P02	8008	\$ 201.09
GROOVE PIN 5/32 INCH D 1 INCH LG	0721-E058	8009	\$ 0.87
STATOR PUMP M3 80 PSI	PC1096P01	8013	\$ 92.79
SHREDDER RING EXTREME	ND0008P01	8206	\$ 106.42

Accessway Parts

Description	Part Number	Service Code	List Price
GROMMET 2 PVC. 1/4 WALL	PB0686P09	9602	\$ 6.27
GROMMET 4 IN. (INLET SDR 35 - 1/4 IN WALL)	PB0686P03	9603	\$ 20.88
GROMMET 4 IN. (INLET SCH 40 - 1/4 IN WALL)	PB0686P01	9604	\$ 18.42
GROMMET 6 IN. (INLET SCH40 - 3/8 IN WALL)	PA0558P09	9605	\$ 30.69
GROMMET 6 IN. (INLET SDR35 - 3/8 IN WALL)	PA0558P12	9606	\$ 40.52
VENT SCREEN (FLOOD PLAIN)	PB0221P04	9609	\$ 4.02
VENT NIPPLE (THREADED BY GLUE 2 IN PVC X 2.5 IN LG - MUSH VENT KIT)	PA0926P02	9610	\$ 10.37
SLIP JOINT NUT 2 PVC	PA0946P01	9611	\$ 9.61
REPLACEMENT LID ASSEMBLY (2000 SERIES)	PC0569G05	9615	\$ 104.57
HANGER BREATHER CABLE (2000)	PB0624P02	9616	\$ 1.62
ELECTRICAL SHROUD TANK (2000)	PD0250P01	9617	\$ 37.46
HINGE RING FOR TANK LID	PA0446P02	9618	\$ 3.78
1/4-20x1 BOLTS FOR TANK LID	0073-6016	9619	\$ 0.67
WASHER PLAIN SS 1/4	0706-6002	9620	\$ 0.17
GROMMET 4 PVC PIPE 1/2 WALL (IDUDH152FG...)	PB0686P02	9621	\$ 40.52
BAND CLAMP TO ATTACH COVER SHROUD TO CORRUGATIONS	PD0253P01	9624	\$ 197.13
COVER KIT REPLACEMENT LID D-Series Extreme	NC0022G05	9626	\$ 104.57

Service Center Kits

Description	Part Number	Service Code	List Price
Core (Pump) Lifting Cart - Pricing is net price no multiplier is to be applied	NB0157G01		\$ 1,675.11
Conversion Kit Wireless to Hardwired (RF to HW) (*NO LONGER AVAILABLE)	NC0425G01		\$ 530.25
Mobile Test Lab no tool cabinet or tools (PRICING IS NET NOT LIST)	ND0096G01		\$ 5,630.32
Mobile Test Lab with tool cabinet no tools (PRICING IS NET NOT LIST)	ND0096G02		\$ 6,881.50
Mobile Test Lab with tool cabinet and tools (PRICING IS NET NOT LIST)	ND0096G03		\$ 9,133.64
REQUIRED MINIMUM PARTS STOCK FOR SERVICE CENTERS (2000/1000/AMGP/Extreme Series)	PA2074G01		\$ 3,456.02
REQUIRED SPECIAL TOOLS FOR FIELD SERVICE CENTERS (2000/1000/Gatorgrinder/AMGP) - Pricing is net price no multiplier is to be applied	PA2074G02		\$ 626.61
REQUIRED SPECIAL TOOLS FOR IN-HOUSE SERVICE CENTERS (2000/1000/Gatorgrinder/AMGP/Extreme Series) - Pricing is net price no multiplier is to be applied	PA2074G03		\$ 617.28
REQUIRED SPECIAL EQUIPMENT FOR IN-HOUSE SERVICE CENTERS (Dry Well Test Tank for 2000/Extreme Series) - Pricing is net price no multiplier is to be applied	PA2074G04		\$ 1,003.51
REQUIRED SPECIAL EQUIPMENT FOR IN-HOUSE SERVICE CENTERS (Wet Well Test Tank for 1000/AMGP/Gatorgrinder/Extreme Series) - Pricing is net price no multiplier is to be applied	PA2074G05		\$ 779.70
SPECIAL TOOLS FIELD SVC CTRS (Extreme/Hard Wired) - Pricing is net price no multiplier is to be applied	PA2074G06		\$ 1,837.42
SPECIAL TOOLS FIELD SVC CTRS (Extreme/Wireless) - Pricing is net no multiplier is to be applied	PA2074G07		\$ 1,998.60

Miscellaneous Parts

Description	Part Number	Service Code	List Price
Reducer Adapter Male/Female. 4" to 2" PVC lateral vent fitting	PA1835P02		25

Parts with No Service Code

Description	Part Number	Service Code	List Price
SCREW HEX HD SS 1/4-20 X 1.25 LONG	0073-6020		\$ 0.84
SCREWHX HD 1/4-20X2.50	0073-6040		\$ 1.72
SCREWHX HDSS 1/4-20 X 3.50 UNC-2A	0073-6056		\$ 2.44
SCREW HEX SS 5/16-18 x 1.25 LG	0073-7020		\$ 1.13
SCREW HEX HD SS 3/8-16X1.50	0073-8024		\$ 1.98
SCREW SELF-TAP BT SS #6 X .500	0202-308S		\$ 0.21
FITTINGPVC COUPLER 2 SLIP (Used to extend the 2 vent pipe)	0372-429020		\$ 3.68
Fitting Male Adapter 2 Inch SCH 40 PVC (Used for adding Candy Cane Vent to Shroud in the Field)	0372-436020		\$ 2.92

PVC PLUG 2 SLIP SCHED 40	0372-449020		\$ 7.78
Ftg 90 Elbow 1-1/4 In PVC S/S	0372-806012		\$ 5.87
EYE BOLT SS 4.00 INCH LONG 5/16-18 w/ NUT (For AMGP Cover Previously (3130))	0391-002		\$ 4.89
IDU BUZZER SOLID STATE (Buzzer for IDU cover)	0397-SC616NL		\$ 108.85
WASHERPLAIN SS 3/8W	0706-8012		\$ 0.51
WASHER PLAIN TYPE A SS #6	0707-3002		\$ 0.19
SPRING PIN .125 DIA. X .750 LG SS (SLIDER)	0714-056S		\$ 0.13
NUT STOP (ELASTIC) BRS 3/8-16	0719-3816B		\$ 2.52
STOP NUT 3/8-24 USED TO ATTACH SS VALVE HANDLE	0719-3824B		\$ 1.50
Torque Decal	0810-P02		\$ 1.05
Nipple 1-1/4" Close Nipple SS	0889-701		\$ 25.50
Field Joint Kit WH/WR 48	NA0217G02		\$ 109.61
Cable Connector Assembly with O-Ring and Nut	NA0285G01		\$ 11.27
RIBBON CABLE ASSEMBLY SAMTEC TO DB9	NA0314P05		\$ 37.60
J-BOLT 6-INCH TANK EXTENSION	NA0327P01		\$ 2.18
PLUGDRY-WELL VENT HUBCOVER	NA0345P01		\$ 7.47
PLUGWET-WELL VENT HUBCOVER	NA0345P02		\$ 7.25
Kit Vent Plugs (2 Plugs per Kit) Extreme Cover Shroud	NA0347G01		\$ 42.98
POWER SUPPLY MODEM	NA0432P01		\$ 107.30
STRAIN RELIEF 2 HOLE TRANSDUCER AND FLOAT	NA0484P01		\$ 25.96
Wire Splice Connector 3 Wire (Lever Type)	NA0487P01		\$ 1.55
Wire Splice Connector 2 Wire (Lever Type)	NA0487P03		\$ 1.25
T260 Power Up Delay Kit	NA0574G01		\$ 540.75
Plug Pipe 1-1/4 Inch NPT SS	NA0582P05		\$ 35.67
Snubber RC Filter	NA0615G01		\$ 33.22
Relay Flange Adapter Gen Auto Relay	NA0656P01		\$ 0.98
Dead Front Lanyard for Protect and Protect Plus Panels Kit With Instructions	NA0748G01		\$ 4.29
Barb Tube Connector for Extreme Equalizer Tubing Connection 3/16 Inch SS (Replaces 0307-302)	NA0781P01		\$ 7.35
Pump Stand 5/16 in. Rod SS R6.7 in. - Extreme Small Stand for use with 200 Series Replacements (must order 2 each per core)	NB0006P03		\$ 38.41
CABLE NUT RF (WIRELESS) PUMPS CORE CABLE	NB0007P01		\$ 2.80
TRANSCIEVER BOARD ASSEMBLY FOR EXPLOSION PROOF PUMP 240V	NB0035G04		\$ 647.17
BOARD ASM TRANSPONDER EXPLOSION PROOF (INTRINSICALLY SAFE)	NB0038G02		\$ 321.73
WIRELESS ADAPTER BOARD FOR RF MOD T260 PANELS	NB0049G01		\$ 191.08
Panel Boards Assembly Extreme NO BUZZER (DIN Rail Mount Panel Guts)	NB0070G05		\$ 205.61
Decal Pictorial Simplex Protect 240V 2 Pole	NB0071P03		\$ 5.25
Decal Pictorial Duplex Protect Plus 240V 2 Pole	NB0071P24		\$ 5.25
ALARM REPLACEMENT BOARD SIMPLEX SENTRY PROTECT & PROTECT PLUS 120V	NB0072G24		\$ 402.77
ALARM REPLACEMENT PC BOARD DUPLEX PROTECT PLUS 120V (1 BOARD)	NB0072G27		\$ 443.84
CABLE CONNECTOR XPCORE CABLE TO PUMP (REPLACING THIS PART VOIDS FM CERTIFICATION)	NB0076P01		\$ 17.54
DEAD FRONT PROTECT 240V W/ SERVICE DISCONNECT	NB0082G04		\$ 197.89

REPLACEMENT DEADFRONT ASM PROTECT PLUS 240V SENTRY ENCL GFCI & MSDB W/MEMBRANE OVERLAY	NB0101G01		\$ 386.66
MEMBRANE/DEADFRONT REPLACEMENT 240V OR 120V W/SD Protect Plus	NB0101G02		\$ 375.42
DEADFRONT PROTECT PLUS120V & 240V1P SIMPLEX W/MEMBRANE OVERLAY	NB0101G03		\$ 385.17
DEADFRONT ASM PROTECT PLUS 240V 2P W/MSDB & DUPLEX SENTRY W/MEMBRANE OVERLAY	NB0101G04		\$ 396.73
Membrane Overlay/Dead Front Asm Duplex or Simplex Protect Plus For 12x14 Fiberglass Enclosure (partial dead-front)	NB0101G07		\$ 446.47
Membrane Overlay/Dead Front Asm Duplex or Simplex Protect Plus For 14x16 Fiberglass Enclosure (partial dead-front)	NB0101G08		\$ 448.12
Membrane Overlay/Dead Front Asm Duplex or Simplex Protect Plus For 16x18 Fiberglass Enclosure (partial dead-front)	NB0101G09		\$ 449.78
Membrane Overlay/Dead Front Assembly Duplex Protect Plus 240V Full Dead Front 12x14 Fiberglass Enclosure (6P)	NB0101G11		\$ 514.50
Membrane Overlay/Dead Front Assembly Duplex Protect Plus 240V Full Dead Front 12x14 Fiberglass Enclosure	NB0101G13		\$ 482.28
L-Gasket Top Housing IH	NB0170P01		\$ 26.92
Gasket Hi Flood 16 Hole for WH101F Die Cut	NB0227P01		\$ 52.50
ASSEMBLY SERIAL TTL TO RS232 ADAPTER W/ DB9	NB0250G01		\$ 56.58
RELAY 230V DPDT DIN-RAIL MOUNT (WAS PB0875P01NOW RTDC SUB)	NB0264G11		\$ 77.36
RELAY 120V DPDT DIN-RAIL MOUNT (WAS PB0875P02NOW RTDC SUB)	NB0264P12		\$ 68.78
Ring PVC Replacement for 200 Series Deck <i>- Pricing is NET Not LIST	NB0454P01		\$ 393.75
Control Bracket Molded Base Extreme	NC0005P01		\$ 5.74
COVER KIT REPLACEMENT LID FLOOD PLAIN (WITH CUT OUT FOR VENT PIPE)	NC0022G06		\$ 123.60
Replacement Top housing Indoor/Builders Unit with Core-Bolts No Latch	NC0031G02		\$ 373.50
TOP HOUSINGRCVSERVICE ASM (EXTREME) - Obsolete - Please see NC0031G01	NC0031G03		\$ -
Discharge Stainless Steel Receiver Assembly (SS Slide Face Receiver)	NC0337G01		\$ 190.34
QUADPLEX/TRIPLEX DISCHARGE MANIFOLD SS FIELD INST KIT (GASKET & FASTENERS INLUDED)	NC0429G01		\$ 536.55
EQD Shell Only Core Side	ND0002P01		\$ 39.30
CABLE ASM METER PUMP 30 FT NO EQD (OBSOLETE please see ND0128G22)	ND0037G22		\$ -
BRACKET CONTROL METERING 240V EXTREME	ND0045G06		\$ 189.57
BRACKETCONTROLS 120V METERING	ND0045G07		\$ 236.85
Equalizer Inspection Cover Extreme Series	ND0079P01		\$ 9.60
Y-CABLE ASSEMBLY SERVICE 22'	ND0128G09		\$ 521.85
7' METER PUMP CABLE ASSEMW/EQD	ND0128G13		\$ 266.81
12' METER PUMP CABLE ASSEMW/EQD	ND0128G14		\$ 376.05

CORE CABLE ASSEMBLY SERVICE 30' METERING W/O EQD	ND0128G22		\$ 201.57
SEALING WASHER SS 1/4	PA0080P01		\$ 2.10
WASHER SEALING 1/4	PA0080P07		\$ 2.51
1-1/4 HALF NIPPLE THREADED X GLUE PVC 3.75 In Long Sch80	PA0179P05		\$ 7.72
NIPPLE 1.25 PVC 3 LG SCHD 80 (for field replacement of older AMGP (2K) hoses)	PA0179P08		\$ 5.06
Nipple PVC 1.25 Inch x 5 Inch Long SCH 80 (used on W & U Cores with Ball Valve in Discharge Hose)	PA0179P17		\$ 9.06
1-1/4 HALF NIPPLE THREADED X GLUE 3.38 Inch Long Sch 80	PA0179P20		\$ 6.54
INSERT LONG SLOTTED BRASS 5/16 2000S TOP HOUSING	PA0328P04		\$ 2.47
SEAL PKG KIT SILICON CARBIDE	PA0329G02		\$ 154.46
START SWITCH 240V 50HZ	PA0475P05		\$ 68.34
Terminal Flag 14-16AWG BLUE	PA0491P02		\$ 2.95
GASKET DISCHARGE VALVE 200 SERIES REPLACEMENT VALVE	PA0509P01		\$ 9.82
Grommet 2 DWV Pipe 3/8-5/8 Inch Wall	PA0558P06		\$ 7.71
GROMMET 2 IN. PIPE ADAPTAFLEX	PA0558P06		\$ 7.71
Grommet 3 DWV Pipe 3/8 Inch Wall	PA0558P07		\$ 14.55
GROMMET 6 DR35 PIPE 5/8 WALL	PA0558P14		\$ 41.75
GROMMET 6 DWV PIPE 5/8 WALL	PA0558P15		\$ 41.75
BATTERY WIRE (FOR 9V BATTERY)	PA0839P02		\$ 3.50
Thermal Decal	PA0974P01		\$ 1.05
GASKET FOR SENSING BELL TESTER	PA1006P01		\$ 14.77
PRESSURE SWITCH ALARM JAPAN (ALSO HIGH SPRINGS ON/OFF)	PA1016P05		\$ 70.65
PRESSURE SWITCH ALARM 2000 JAPAN (ALSO HIGH SPRINGS ALARM)	PA1016P09		\$ 91.42
PRESSURE SWITCH ON /OFF SPRINGWATER ON/OFF	PA1016P11		\$ 91.42
PRESSURE SWITCH ALARM SUBMERSIBLE	PA1016P14		\$ 91.42
GASKET GREEN WATERTIGHT LID 67.5	PA1130P02		\$ 25.12
Gasket Material Neoprene Blend Adhesive Backed Used on Cover Shroud & 6 Inch Riser (Purchased by the foot)	PA1163P01		\$ 3.89
<Red>Unit of measure is feet			
SHIM WASHER FOR VALVE HANDLE/VALVE STEM	PA1202P02		\$ 0.72
Support plate cast SS Ball Valve (Carbon Steel)	PA1275P01		\$ 10.95
Plug Inlet Poly-Prop DWV Black	PA1300P02		\$ 6.08
LOCKNUT 3/4 IN. NPT HUMMEL	PA1306P01		\$ 1.85
BACKING PLATE SCREEN	PA1314P01		\$ 5.04
Pipe Plug Countersink Hex Head 3/4 NPT Brass	PA1401P01		\$ 7.50
TERMINAL BLOCKDIN-RAIL30 AMP	PA1412P01		\$ 2.06
TERMINAL BLOCKDIN-RAIL50 AMP (Used on 120V Duplex panels only)	PA1412P02		\$ 2.72
END BRACKET DIN-RAIL	PA1418P01		\$ 4.53
HOUR METER DIN MT SENTRY 120V	PA1501P02		\$ 179.69
GROMMETWET WELL VENT	PA1507P01		\$ 3.32
SWITCH HOA 3 POLE/POSITION DIN-RAIL MOUNT	PA1596P02		\$ 488.30
TUBING PVC CLEAR 1/4 IN. ID 1/8 IN. WALL	PA1627P01		\$ 2.61
HOOK SNAP SS (FOR EQUALIZER)	PA1650P01		\$ 5.40
REMOTE SENTRY BRD	PA1665G01		\$ 146.73
SWITCH ROCKER DF	PA1687P03		\$ 13.71

BUZZER 5-30VDC SENTRY PROTECT	PA1717P03		\$ 46.77
FITTING BULKHEAD 3/4 FNPT	PA1768P01		\$ 51.89
ALARM DELAY KIT DUPLEX	PA1786G01		\$ 302.04
ALARM DELAY KIT SIMPLEX	PA1786G02		\$ 157.77
PLUG-DISCHDPE VENT HUB2.15	PA1875P01		\$ 22.68
T260 Replacement Board240V2pNO SODCDF	PA1880G09		\$ 663.46
T260 Replacement Board 240V 2P with SODC and Deadfront	PA1880G10		\$ 819.76
LED Lens Housing	PA1971P01		\$ 3.22
Socket Relay Mini Base DIN MT	PA1972P01		\$ 14.49
Relay Mini DPDT 240V	PA1973P01		\$ 18.18
Relay Mini DPDT 120V	PA1973P02		\$ 16.46
HOUR METER FIELD INSTALL KIT FOR A MOD260 IN A FIBERGLASS ENCLOSURE	PA1983G02		\$ 397.67
HOUR METER FIELD INSTALL KIT FOR A T260 IN A FIBERGLASS ENCLOSURE	PA1983G03		\$ 414.24
HOUR MTR KITSENTRYFIELD INST	PA1983G04		\$ 285.53
HOUR MTR KITT260 SENTRY.FIELD INST	PA1983G05		\$ 416.03
Lamp Socket Bayonet 6"Wires 250V (Used with 9519)	PA2039P04		\$ 22.19
THREADED INSERT PUSH IN #8-32 SENTRY DEADFRONT	PA2056P01		\$ 1.68
AUXILLARY GEN RECEPT WITH MANUAL TRANSFER	PA2064P01		\$ 379.66
RESISTOR KIT FOR SUPPLY CABLE BROWN WIRE EXTREME	PA2078G02		\$ 24.44
SCREW PH TRUSS HEAD #8-32 X 3/8 L	PA2088P01		\$ 0.72
Fitting Street Elbow 1-1/4 IN Male/Fremal 304 SS	PA2140P01		\$ 45.77
CHECK VALVE ASM W/ RED. CHK VALVE(200 2000) - This Item is no longer available	PB0104G03		\$ -
Core Bolt Assembly w/ 2 Washers Extreme	PB0186G03		\$ 10.20
Seal Slip On Coupler (for D-Series and WT101 Station Extensions)	PB0586P03		\$ 89.51
INLET FLANGE 4PVC SCHEDULE 40 FOR WH101	PB0598P01		\$ 107.61
Hose 36 inches Threaded coupling on each end M/F One end is 1-1/4 Male NPT the other is 1-1/4 Female NPT	PB0636G01		\$ 70.19
Hose 48 inches Threaded coupling on each end M/F One end is 1-1/4 Male NPT the other is 1-1/4 Female NPT	PB0636G02		\$ 79.89
Hose 72 inches Threaded coupling on each end M/F One end is 1-1/4 Male NPT the other is 1-1/4 Female NPT	PB0636G04		\$ 95.59
Hose 8 inches Threaded coupling on each end 1-1/4 MNPT EE	PB0636G10		\$ 59.30
GROMMET 4 DR35 1/2 THICK WALL	PB0686P12		\$ 49.83
GROMMET 4 DWV 5/8 WALL	PB0686P13		\$ 30.69
GROMMET 4 DR35 5/8 WALL	PB0686P14		\$ 30.69
Grommet 6 Inch C900 PVC 0.30 Inch Wall (Simplex)	PB0686P15		\$ 33.23
Grommet 6 Inch C900 PVC 0.50 Inch Wall (Duplex)	PB0686P16		\$ 38.97
MOTOR WINDING ASM 120/240V SERVICE	PB0711G04		\$ 312.23
ADAPTER1/4BARB FITTINGPVC	PB0737P02		\$ 18.61
Alarm Board Assembly T260 Latching Alarm	PB0820G12		\$ 539.91
DUPLEX DISCHARGE MANIFOLD SS FIELD INST KIT (GASKET FASTENERS & PVC HALF NIPPLES INCLUDED)	PB0886G01		\$ 273.00
GG EQD MOD KIT BRACKET REMOVAL	PB0931G01		\$ 36.06
ALARM PCB SENTRY WITH DEADFRONT SERVICE 120V/240V	PB0939G23		\$ 263.41
ALARM BOARD FLORIDA KEYS ONLY	PB0939G25		\$ 263.42

NOTE: THE ABOVE PART IS FOR THE FLORIDA KEYS PROJECT ONLY			
Deadfront Subassembly 8x10	PB0949G01		\$ 22.48
Deadfront Subassembly 10x12	PB0949G02		\$ 19.70
Deadfront Field Kit 8x10 Field Install	PB0949G21		\$ 23.77
Deadfront 8x10 2P No Options	PB0954P02		\$ 34.80
Deadfront 8x10 2P MSDB	PB0954P05		\$ 34.80
Deadfront 8x10 2P MSDB GFCI	PB0954P07		\$ 34.80
Deadfront 8x10 2P GFCI	PB0954P08		\$ 34.80
DEADFRONT 8X10 2P NO PTR	PB0954P11		\$ 35.94
Enclosure Sentry Machined with Gen Rec Cutouts 8x10	PB0980P01		\$ 149.60
Enclosure Sentry Machined with Gen Rec Cutouts 10x12	PB0980P03		\$ 185.51
DEADFRONT MEMBRANE OVERLAY PreSTAT -----NO LONGER AVAILABLE USE VERSION FOR PP - NB0101G02	PB1002G02		\$ -
RESISTOR KIT BLUE WIRE (TO ADD TO THE BLUE WIRE OF THE SUPPLY CABLE FOR INDUCED VOLTAGE)	PB1024G01		\$ 211.05
REDUNDANT CHECK VALVE ASM 1-1/4 MALE NPT x 1-1/2 MALE NPT	PC0051G03		\$ 63.00
PCV Flange 4 DWV WH101 and 1010 Tanks Only No Holes	PC0191P05		\$ 53.35
HANDLE VALVE LEFT SIDE SWING	PC0490P01		\$ 30.19
HANDLE VALVE RIGHT SIDE SWING	PC0490P02		\$ 30.19
ROTOR ASM (ARMATURE) - FOR ALL ASSEMBLIES (2000)	PC0495P02		\$ 501.90
STATOR 250V 50HZ	PC0495P08		\$ 297.62
HOSE FLEX DISCHARGE KIT108 Inch	PC0542G06		\$ 252.68
HOSE FLEX DISCHARGE KIT 120 Inch	PC0542G07		\$ 261.77
HOSE FLEX DISCHARGE KIT132 Inch	PC0542G08		\$ 287.61
HOSE FLEX DISCHARGE KIT144 Inch	PC0542G09		\$ 302.67
HOSE FLEX DISCHARGE KIT156 Inch	PC0542G12		\$ 331.61
HOSE FLEX DISCHARGE KIT168 Inch	PC0542G13		\$ 348.44
HOSE FLEX DISCHARGE KIT180 Inch	PC0542G14		\$ 365.37
HOSE FLEX DISCHARGE KIT192 Inch	PC0542G15		\$ 382.29
HOSE FLEX DISCHARGE KIT 204 Inch	PC0542G16		\$ 399.21
BREATHER CABLE ASSEMBLY AMGP 12 FT.	PC0579G10		\$ 512.77
VALVE ASSEMBLY CAST SS SIMPLEX	PC0589G01		\$ 589.66
VALVE ASM CAST SS 200 SERIES REPLACEMENT 3 BOLTS - Bolts to 200 Series Brass Flanges	PC0589G02		\$ 452.61
VALVE ASM CAST SS 200 SERIES REPLACEMENT 4 BOLTS - Bolts to 200 Series Cast Iron Flanges	PC0589G04		\$ 472.43
SLIDER FOR SLIDEFACE RECEIVER (NO O-RINGS)	PC0600P01		\$ 17.94
Valve Assembly Cast Stainless Steel 2014/DH152	PC0632G01		\$ 1,345.10
Valve Assembly Cast SS Valve to replace a DH272 or a 2015 Station Discharge	PC0632G02		\$ 1,345.10
Valve Assembly Cast SS Valve to replace a DH502 or a 2016 Station Discharge	PC0632G03		\$ 1,345.10
Valve Assembly Cast SS Valve to replace a 214 that originally had a SS Valve	PC0632G04		\$ 1,439.60
Valve Assembly Cast SS Valve to replace a 214 that originally had a Copper Valve (3 Bolt Version)	PC0632G06		\$ 1,415.38
Valve Assembly Cast SS Valve to replace a 214 that originally had a Copper Valve (4 Bolt Version)	PC0632G09		\$ 1,518.42
D-SERIES PRESSURE TEST KIT SIMPLEX	PC0655G01		\$ 442.71
D-SERIES PRESSURE TEST KIT DUPLEX	PC0655G02		\$ 641.29

ELBOWSWAGEDSSSUBMERSIBLE	PC0669P03		\$ 191.79
Enclosure Machines Gen Rec Auto Transfer 12x14 (Duplex PP w/ Gen Auto)	PC0685P18		\$ 265.87
Plate 14 Ring Machined and Painted (Extreme)	PC0718P04		\$ 127.98
HANGER BREATHER CABLE COMPENSATION (FOR EQUALIZER)	PC0803P01		\$ 12.50
200S AW REPL KIT NO FLG 2' SIM	PC1112G01		\$ 860.15
200S AW REPL KIT FLG 2' SIM	PC1112G02		\$ 1,011.09
200S AW REPL KIT NO FLG 2' DUP	PC1112G03		\$ 1,430.91
200S AW REPL KIT FLG 2' DUP	PC1112G04		\$ 1,538.70
200S AW REPL KIT NO FLG 3' SIM	PC1112G05		\$ 991.70
200S AW REPL KIT FLG 3' SIM	PC1112G06		\$ 1,161.26
200S AW REPL KIT NO FLG 3' DUP	PC1112G07		\$ 1,538.92
200S AW REPL KIT FLG 3' DUP	PC1112G08		\$ 1,595.01
ENCLOSURE ASM 8X10 SENTRY W/DOOR & LAMP	PC1165G01		\$ 131.10
ENCLOSURE ASM 10X12 SENTRY W/DOOR & LAMP	PC1165G02		\$ 183.14
REPLACEMENT DOOR SENTRY ENCLOSURE 8X10	PC1165G05		\$ 71.37
REPLACEMENT DOOR SENTRY ENCLOSURE 10X12	PC1165G06		\$ 94.40
SS DISCH CCSWAGEDUSE W/RCV (ALL)	PD0296P01		\$ 112.67
CONTROL BRACKET BASE FOR 2000/AMGP/IDU	PD0299P01		\$ 5.74
GASKET PANEL 8X10	PD0332P07		\$ 13.79
GASKET PANEL 10X12	PD0333P07		\$ 18.22
Pipe 2 Inch IPS SDR26 Grey PVC - Per Foot	RPVC-0023		\$ 4.05
CONTROL HOUSING STANDARD PAINT D - SERIES WIRELESS FOR FLEXIBLE LSA ONE PORT W/ HANGER	NC0037G12	2213	\$ 671.52
CONTROL HOUSING STANDARD PAINT D - SERIES WIRED FOR FLEXIBLE LSA ONE PORT W/ HANGER	NC0037G11	2214	\$ 671.52



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: October 2, 2025

Item #: 12.A.3. Sole Source Purchases - Fire Apparatus Parts and Service.

Department: Fire

Presented By: Ronny Beasley

Item Attachments: 1. Sole Source Letter - Tristar Fire

Summary:

This will authorize the city to purchase parts and repair services from Tristar Fire for the Fire Department Apparatus.

Background Information:

Attached is a sole source letter from Tristar Fire stating that they are the only distribution source for providing authentic replacement parts and performing warranty work on our fire trucks. The approval of this sole source letter will authorize the city to purchase these needed parts and repair services as allowed through our purchasing policy.

Financial Summary:

The parts and repair services are budgeted purchases for the City as needed and obtained per the city's purchasing policy.

Staff Recommendation:

Staff recommends approval.



**FAMILY OWNED
SINCE 1890**

July 10th, 2025

LaVergne Fire Department
Attn: Thomas Daniel
Fleet Maintenance
1500 E Nir Shreibman
LaVergne, TN 37086

RE: Factory Authorized Sales, Parts, and Service in Tennessee

Dear Thomas Daniel,

This letter is to advise you that Tristar Fire is the only authorized distribution source for providing authentic replacement parts and performing warranty work on your Sutphen Fire Trucks for the state of Tennessee. Tristar Fire has the only factory trained technicians qualified to carry out service repairs to ensure warranties remain intact.

Additionally, Tristar Fire is the only sales distribution source authorized to submit proposals and documents on behalf of Sutphen Corporation in the state of Tennessee.

If you have any questions or concerns, please feel free to contact our office at 614-889-1005.

Best Regards,

Keith Exel
Sales Territory Manager

Sutphen Corporation
PO Box 158 • Amlin, OH 43002-0158
6450 Eiterman Road • Dublin, OH 43016-8711
Tel 614 889-1005 • Toll Free 800 848-5860 • Fax 614 889-0874
www.sutphen.com • Sutphen@sutphencorp.com



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: October 2, 2025

Item #: 12.A.4. Sole Source Purchase - Lift Station Equipment for Sewer Department.

Department: Sewer

Presented By: Michael Dietz

Item Attachments: 1. Sole Source Letter - Van Brocklin & Associates

Summary:

This will authorize the city to purchase needed parts and equipment for our sewer lift stations.

Background Information:

Attached is a sole source letter from Van Brocklin & Associates stating that they are the only distribution source for providing Smith & Loveless parts and equipment for our sewer lift stations. The approval of this sole source letter will authorize the city to purchase these needed parts and equipment as allowed through our purchasing policy.

Financial Summary:

The parts and repair services are budgeted purchases for the City as needed and obtained per the city's purchasing policy.

Staff Recommendation:

Staff recommends approval.

VAN BROCKLIN & ASSOCIATES
INCORPORATED
SALES ENGINEERING

"SENT VIA EMAIL"

January 29, 2025

City of LaVergne
148 International Boulevard
LaVergne, TN 37086

Attention: Mr. Shane Stott
Sewer Department Supervisor

Subject: Van Brocklin & Associates, Inc.
Smith & Loveless Sole Source Letter

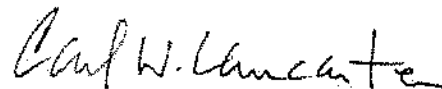
Gentlemen:

Van Brocklin & Associates, Inc. has an exclusive contract with Smith & Loveless to represent their products in your area. With this contract comes the responsibility to provide service and support for the Smith & Loveless equipment sold for use in the City of LaVergne.

We hope this service has been up to the standards expected and we look forward to continuing our relationship with the City of LaVergne.

Very truly yours,

VAN BROCKLIN & ASSOCIATES, INC.
Representing
SMITH & LOVELESS, INC.



Carl W. Lancaster

CWL/s
enc.



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: October 2, 2025

Item #: 12.A.5. Sourcewell Contract Purchase - Janitorial Supplies.

Department: Finance

Presented By: Felicia Anderson

Item Attachments: 1. Sourcewell Contract #082724 - Janitorial Supplies - Staples

Summary:

This will approve the Sourcewell contract for the purchase of janitorial supplies for the city through Staples.

Background Information:

This is the Sourcewell contract for janitorial supplies with Staples using Contract #082724.

This will allow the city to purchase janitorial supplies until February 2, 2029 with the possibility of up to four (4) one-year extensions.

Financial Summary:

These supplies are the standard budgeted purchases used in all city departments.

Staff Recommendation:

Staff recommends approval.



MASTER AGREEMENT #082724
CATEGORY: Janitorial Supplies
SUPPLIER: Staples Contract & Commercial LLC

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Staples Contract & Commercial LLC, 500 Staples Drive, Framingham, MA 01702 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective on February 3, 2025, or upon the date of the final signature below, whichever is later. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on February 2, 2029, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in Solicitation #082724 to Participating Entities. In Scope solutions include:
- a) Cleaning supplies and chemicals;
- b) Janitorial equipment;
- c) Consumable items, disposable and hygiene supplies;
- d) Facility and sanitary maintenance products;
- e) Breakroom supplies;
- f) Facility safety supplies;
- g) Proposers must include one or a combination of the offerings listed in a. – f. above in their proposal to be eligible to propose the following complementary solutions:
- i) Janitorial or custodial-related software, applications, or platforms.
- ii) Customer support, training, and assessment services.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement. Unless otherwise agreed by Supplier and a Participating Entity, all orders shall be subject to a minimum order size of \$35.00 per order. Orders not meeting the foregoing minimum will be charged a \$7.99 fee.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement and installation thereof will conform to specifications as stated in manufacturer documentation. Supplier will pass through all manufacturers' warranties to Participating Entities (copies of such manufacturer warranties provided upon request). Supplier warrants that all Products branded TRU RED, Perk, NXT Technologies, Union & Scale, or Coastwide Professional are: (1) merchantable; (2) of good quality and workmanship; (3) free from defects, latent or patent, in material, design, and workmanship for whichever period is shorter, either (a) one year from the date of purchase, or (b) as otherwise specified on the packaging of the Products; (4) fit, sufficient and safe for their intended purpose and for the particular purpose for which they were designed; and (5) in conformity with Supplier's samples, if any. Supplier warrants that for a period of one year from performance, installation and assembly Services will meet or exceed generally accepted standards in the industry and will meet any required specifications mutually agreed upon by Supplier and Participating Entity. Additional warranties applicable to specific product categories, if any, are set forth in Supplier's Proposal. THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, ORAL OR WRITTEN, EXPRESS OR IMPLIED. SUPPLIER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal

grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to “federal” should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier’s Included Solutions with United States federal funds.

- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.
- ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.
- iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and

provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

Supplier may utilize certain company affiliates under the Staples, Inc. umbrella to serve as authorized dealers and distributors under this Agreement. Any sales by such affiliates pursuant to the Agreement would be reflected in a written agreement between such affiliate and the Participating Member with reference made to this Agreement. These affiliates include, but are not limited to, HiTouch Business Services LLC and Southwest School & Office Supply.

- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;

- Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
- Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell. Any audit requests shall be made with thirty (30) days advance written notice and shall be conducted during normal business hours at Supplier's corporate offices. If a third-party consultant or auditor is used, Supplier may require execution of a confidentiality agreement prior to receiving access to any records.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

This Section shall not apply to Supplier's delivery, installation, design, repair or refurbishment obligations hereunder, which Supplier may subcontract to reasonably qualified third parties.

- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by either party to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification; Liability.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

Neither party nor its officers, directors, employees or affiliates shall be liable to the other for any special, indirect, incidental, consequential, punitive or exemplary damages, including, but not limited to, lost profits, business interruption, loss of data, or cost of cover, even if the party alleged to be liable has knowledge of the possibility of such damages. The limitations set forth in this Section shall not apply to or in any way limit liabilities arising from a party's gross negligence or willful misconduct, or from the confidentiality or indemnification obligations of that party.

- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
 - a) **During the term of this Agreement:**
 - i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
 - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional

materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

- b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.
 - c) **Use; Quality Control.**
 - i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.
 - d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer

edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.

- \$1,500,000 each occurrence Bodily Injury and Property Damage
- \$1,500,000 Personal and Advertising Injury
- \$2,000,000 aggregate for products liability-completed operations
- \$2,000,000 general aggregate

- b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
- c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
- d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's

obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms. Notwithstanding anything to the contrary, a Participating Entity's participation hereunder, including, for the avoidance of doubt, any extension of credit hereunder, is contingent upon Participating Entity's satisfaction of Supplier's standard credit requirements. Supplier also reserves the right to refuse sales of Products to Participating Entities reselling such Products. To the extent a Participating Entity has a pre-existing separate agreement with Supplier, Supplier reserves the right not to sell products and services under multiple agreements to that Participating Entity.

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

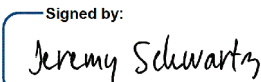
Supplier reserves the right to reject any order pursuant to which a Participating Entity requests or demands services to be performed not enumerated by the terms of this Agreement.

- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity. In addition, Supplier may terminate this Agreement for any reason (i.e. for convenience) with respect to an individual Participating Entity by delivering not less than ninety (90) days prior written notice thereof to Sourcewell and the applicable Participating Entity.

Sourcewell

Staples Contract & Commercial LLC

Signed by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/12/2024 | 12:18 PM CST

Signed by:

By: 6E8584E204FD403...
Jeff Hall
Title: Chief Financial Officer
Date: 11/12/2024 | 8:18 AM CST

RFP 082724 - Janitorial Supplies and Equipment with Related Services

Vendor Details

Company Name: Staples Contract & Commercial LLC
Address: 500 Staples Drive
Framingham, MA 01720
Contact: Sandy Long
Email: sandy.long@staples.com
Phone: 404-510-9974
HST#: 04-3390816

Submission Details

Created On: Monday July 15, 2024 10:43:22
Submitted On: Monday August 26, 2024 09:35:55
Submitted By: Sandy Long
Email: sandy.long@staples.com
Transaction #: 487a1dcc-e32d-4703-a694-8fffd0b62c81
Submitter's IP Address: 104.129.207.32

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Staples Contract & Commercial LLC	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes.	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Staples' affiliates may perform certain services in connection with this agreement including but not limited to HiTouch Business Services LLC and Southwest School and Office Supply. These affiliates along with Staples Contract & Commercial LLC are wholly owned subsidiaries of Staples, Inc. Staples reserves the right to utilize company affiliates under the Staples, Inc. umbrella to serve as authorized dealers and distributors under this agreement. Any sales by such affiliates pursuant to this agreement would be reflected in a written agreement between such affiliate and the Sourcewell participating entity with reference made to the Staples/Sourcewell contract. For the avoidance of doubt, Staples may also utilize other third-party subcontractors or providers for its delivery and fulfillment obligations during the course of its performance, provided Staples will bind any such subcontractors or providers to written agreements with Staples which ensure their performance complies with the relevant terms of this agreement.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage: 07EH5 UEI: FGFCWE45JBW4	*
5	Provide your NAICS code applicable to Solutions proposed.	423850 – Janitorial Equipment and Supplies Merchant Wholesalers	
6	Proposer Physical Address:	500 Staples Drive, Framingham, MA 01702	*
7	Proposer website address (or addresses):	www.StaplesAdvantage.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Jeff Hall, Chief Financial Officer 500 Staples Drive, Framingham, MA 01702 Phone: (508) 253-5000 Email: Jeff.Hall@Staples.com	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Sharon Burgess, Strategic Account Director – Public Sector 500 Staples Drive, Framingham, MA 01702 Phone: (813) 469-7256 Email: Sharon.Burgess@Staples.com	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Brian Bartee, Strategic Account Director Facility Solutions (Janitorial Supplies & Equipment) – Public Sector 500 Staples Drive, Framingham, MA 01702 Phone: (615) 785-7268 Email: Brian.Bartee@Staples.com Jeremy Landis, Area Vice President – Public Sector 500 Staples Drive, Framingham, MA 01702 Phone: (571) 695-9856 Email: Jeremy.Landis@staples.com Michael Cusick, Vice President & General Manager – Facility Solutions 500 Staples Drive, Framingham, MA 01702 Phone: (508) 253-2531 Email: Michael.Cusick@Staples.com	

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *
11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Staples has been in the industry for 38 years, providing a range of products and services beyond the ink, paper and toner we're known for. Staples has carried janitorial and facility supplies since we began in 1986; however, we created the Facility Solutions offering and entered the facilities market as a national competitor in early 2003. Since entering the market, Staples has become one of the top janitorial supply distributors. Our industry longevity and experience have allowed us to develop industry-specific solutions and best practices for all our customer sectors, including financial services, consumer products, business services, manufacturing, government, healthcare, media, telecommunications and utilities. While there are many competitors in the industry, we have successfully differentiated ourselves through our sophisticated national distribution model and industry-leading e-commerce platform. We are the only supplier who can truly offer our customers an integrated solution through which they can purchase all their Jan/San supplies and services from one source, maximizing product, pricing and service consistency. Staples also has dedicated, experienced Facility Solutions experts to support our customers and help them with product knowledge, training, facility assessments and recommendations on new, innovative techniques and processes. Staples' History Staples was founded in 1986 and since then, Staples has grown significantly, both organically and through acquisitions. By 1989, there were 23 retail stores nationwide. In 1993, we launched Staples Contract & Commercial to focus on the needs of the business-to-business market. In 2008, we acquired Corporate Express, further expanding our capabilities in the business-to-business market. In 2017, we became a private company when we were acquired by Sycamore Partners. Our core values include embracing diversity, sustaining the environment, giving back to our communities, and practicing sound ethics. We believe that doing business right is the key to doing business well. Our business philosophy is to make our customers' jobs easier through our expertise in product selection, fulfillment, customer service and account management. We offer a wide selection of products and services specially curated for our customers' unique needs, and we provide easy online ordering and fast, reliable delivery.
12	What are your company's expectations in the event of an award?	Upon award, Staples would continue to build on our long-standing partnership with Sourcewell by continuing to provide member-specific solutions for value, efficiency and savings to new and existing Sourcewell participating entities. Our goal is to introduce many new Sourcewell participating entities to the benefits that our Sourcewell-awarded contract offers. We will continue to be a proven partner and resource for your participating entities by providing industry intelligence, advice and research collateral to further supplement the products and services we offer. With the implementation of our dedicated Public Sector sales teams, the expectation would be to increase value creation and contract utilization with Sourcewell participating entities. Leveraging our one-stop-shop janitorial product assortment and given our past 13 years of experience as a Sourcewell Janitorial Supplies contract awardee, our expectation is to continue seeing double digit sales growth year over year while meeting the needs of both current and new Sourcewell participating entities.
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Staples became a private company in 2017 and no longer publicly reports our financial information. Staples represents that it has the financial resources available to fulfill its obligations under an agreement reached between Staples and Sourcewell participating agencies. Please see Attachment 1 – Staples Financial Stability for Staples' 2023 financial information and current bank and trade references. Staples' response to question 11 should be considered as "Trade Secret", as defined by Minnesota Statutes 13.37, subd. 2, Minn. Statute 13.01 et seq. Staples requests that Sourcewell notify Staples prior to any proposed or intended disclosure of this information.
14	What is your US market share for the solutions that you are proposing?	Staples entered the facilities market as a national competitor in early 2003. Since then, Staples has become one of the top janitorial supply distributors in the U.S. The industry remains highly fragmented with thousands of competitors — we estimate that our market share is less than 10% in the United States. Staples' leading financial position allows the company to invest in its business, expand its products and services and provide customers with the confidence of working with a strong and stable supplier. Staples' response to question 12 should be considered as "Trade Secret", as defined by Minnesota Statutes 13.37, subd. 2, Minn. Statute 13.01 et seq. Exempt from public disclosure under applicable law.
15	What is your Canadian market share for the solutions that you are proposing?	As the industry leader, Staples Professional has significant share of the total market in Canada across many specific categories (office supplies, print and promo, technology, facility solutions, etc.), and leverages extensive buying power and scale to continually offer customers the lowest total delivered cost. Staples Professional has established a strong leadership position in this industry by delivering quality products, an exceptional customer service model, innovative procurement programs and a relentless drive to make more happen for customers.

16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Staples Contract & Commercial LLC has never filed for a bankruptcy action.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Staples is best described as a distributor/reseller. Staples is authorized to resell the products offered in this proposal. Staples has our own sales force and delivery fleet, but we augment our drivers with third-party delivery companies and couriers. Staples also intends to utilize certain company affiliates under the Staples, Inc. umbrella to serve as authorized dealers and distributors under this agreement. Any sales by such affiliates pursuant to this agreement would be reflected in a written agreement between such affiliate and Sourcewell participating entity with reference made to the Staples/Sourcewell contract.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Staples is licensed to do business in all 50 U.S. states, Puerto Rico and U.S. territories. Staples is fully compliant with all applicable federal and state laws and regulations. Staples also requires that all third-party companies and subcontractors that may be utilized in the provision of the services contemplated under this RFP hold all required business licenses and certifications required by law. The following are functions where Staples may involve subcontractors in the provision of the products and services contemplated by this RFP: Janitorial and breakroom products or systems may involve service, repair and installation functions that may be subcontracted to our installer network. Tier 1 and some Tier 2 Diversity Programs may be subcontracted to one of our diversity reseller partners. Our diversity resellers hold a combined 35+ certifications that vary depending on their business classification and location. Staples also uses third-party vendors to perform some services, such as using UPS or local couriers to make deliveries, but we do not consider these to be subcontractors. Staples reserves the right to utilize company affiliates under the Staples, Inc. umbrella to serve as authorized dealers and distributors under this agreement. Any sales by such affiliates pursuant to this agreement would be reflected in a written agreement between such affiliate and the Sourcewell participating entity with reference made to the Staples/Sourcewell contract.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Staples Contract & Commercial LLC has not been debarred, suspended, proposed for debarment or declared ineligible for the award of contracts by any federal agency during the past seven years.	*

20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Thanks to the collaborative effort of our leadership team and our associates, Staples continuously receives rewards and accolades for our service and corporate responsibility. Here is a sampling of the many awards we have received: Company Rankings • #73 on Forbes America's Largest Private Companies list for 2023 • #68 on National Retail Federation Top 100 Retailers list for 2023 Environmental Awards & Recognitions • Staples scored a 50 rating overall in our most recent EcoVadis assessment, which earned us a bronze medal • Staples received a B rating for the Carbon Disclosure Project's (CDP) 2023 assessment Diversity Awards & Recognitions • Recipient of the prestigious WBENC America's Top Corporation for Women's Business Enterprise Award for 2024 • Score of 80 on the 2023 Corporate Equality Index (CEI) from the Human Rights Campaign, the national benchmarking tool measuring policies, practices and benefits pertinent to LGBTQ employees • Named one of the 2021 Best Places to Work for LGBTQ Equality by the Human Rights Campaign Supplier Awards • CoreTrust "Supplier Award – Most Collaborative Partner" (2024) • HealthTrust Supplier of the Year (2019)	*
21	What percentage of your sales are to the governmental sector in the past three years?	Staples considers corporate financial information to be proprietary. However, based on our own mutual sales, we achieved over \$28M in state and municipal government sector janitorial sales annually under our Sourcewell awarded contracts.	*
22	What percentage of your sales are to the education sector in the past three years?	Staples considers corporate financial information to be proprietary. However, based on our own mutual sales, we achieved over \$22M in education sector janitorial sales annually under our Sourcewell awarded contracts.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Staples holds the following national public sector cooperative contracts: • Sourcewell • NASPO ValuePoint • NPP Gov • E&I • BuyBoard Staples supports numerous states for their janitorial products purchasing throughout the U.S. Each of these contracts has been awarded to meet the unique requirements of the issuing agencies. Though specific sales volumes are confidential, each of the identified cooperative contracts above has annual sales that range between \$5 million to \$1 billion.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Staples has the following GSA contracts: • 47QSEA19D008T – Enhanced SIN for Office Supplies & Services/Office Supplies 4th Generation (OS4) and Packaged Office Furniture • 47QSCC24D000G – GSA Commercial Platform contract (commercial online marketplace contract) Staples considers specific sales volumes for these contracts confidential.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
University of Colorado	Hunter Mangrum	(303) 764-3451	*
City of Memphis	Melvin Jamerson	(901) 636-6156	*
State of South Dakota	Andy Mobley	(605) 773-4278	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company’s capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
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26	Sales force.	Staples has a national service footprint and provides sales coverage across the U.S. The map and listing attached does not include the locations of our remote sales teams and account leaders. We have more than 1,800 sales associates dispersed in every major city and market so that we are close to your participating entities and can quickly meet their needs. Please see Attachment 2 for a list of our sales offices nationwide. Recently, we organized our Sales Teams into industry-aligned verticals: Commercial; Public Sector (Government, Education and Non-Profits); and Healthcare. This provides our customers with a partner with expertise in the products, trends, and specific contract needs of their industry. Additionally, we've invested in new digital touchpoints such as new chat features and Partner Portals, to provide our customers with access to modern and efficient ways to connect with the Sourcewell participating entity's Staples team. Staples understands the Public Sector has its own service needs, requirements and structure. Staples has a dedicated Public Sector organization with senior professionals in key leadership areas that will be assigned to Sourcewell and its participating entities. They include the following: STRATEGIC ACCOUNT DIRECTOR • Manages and maintains relationships with senior executive team members within cooperative contracts • Develops strategy to inform and train sales teams that support the participating entities of Public Sector contracts • Subject matter expert to their designated vertical customer segment AREA VICE PRESIDENT, FACILITY SOLUTIONS – PUBLIC SECTOR • Oversees the ongoing management of all Public Sector cooperative contracts • Works with all levels of the sales organizations and customers • Shares best practices based on all related issues and resolutions LARGE ACCOUNTS • Business Development Director – Prospective customer's point of contact for contracting and implementation. They identify needs and develop a tailored program for Public Sector customers. Once implemented, they manage the transition to an Account Executive. • Facility Solutions Account Executive – The Facility Solutions Key Account Executive is the participating entity's one-stop resource for all their facility and janitorial needs. Their responsibilities include overseeing the successful implementation of each facility solutions program with Staples, analyzing janitorial and breakroom spend and making cost-saving recommendations. They may provide product training and facility assessments, and share recommendations on innovative techniques and processes in the janitorial industry. • Customer Success Consultant – Provides targeted support for procurement team and key buyers, ensuring fast resolution to escalated service needs. Serve as a backup when Account Executive is not available. SMALL/MEDIUM ACCOUNTS • Public Sector Business Development Managers – Tasked to bring on board new small-medium sized entities and increasing utilization of participating entities. • Sr. Inside Account Executive – Teams of inside sellers dedicated to education and public entities, trained on their respective vertical and associated cooperative contracts. Since verticalizing this team, small- to mid-sized entities have had double-digit growth. ADDITIONAL RESOURCES • Category Experts – Account support dedicated to janitorial and cleaning supplies, equipment, water and coffee programs, and breakroom • Account Specialists – Support to engage with entities that have not made recent purchases • Site Developers – Drive compliance and site penetration for large entities • Sales Engineers – Support to onboard new entities to ensure successful setup In addition, we have a dedicated Public Sector customer marketing team focused on both facility solutions and the government, education and non-profit verticals. This team is focused on our customers by delivering the right message at the right time to acquire new prospects and grow sales with existing accounts. In addition, they help personalize tools and communications to support Sourcewell participating entities as detailed in this plan.
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Staples is best described as a distributor/reseller. Staples is authorized to resell the products offered in this proposal. Staples has our own sales force and delivery fleet, but we augment our drivers with third-party delivery companies and couriers. Staples also intends to utilize certain company affiliates under the Staples, Inc. umbrella to serve as authorized dealers and distributors under this agreement. Any sales by such affiliates pursuant to this agreement would be reflected in a written agreement between such affiliate and Sourcewell participating entity with reference made to the Staples/Sourcewell contract.

28	Service force.	Staples has a national service footprint that provides service and distribution coverage to nearly the entire U.S., with more than 4,800 fulfillment and delivery associates employed directly by Staples and are nationally dispersed throughout the U.S. Additionally, Staples has approximately 500 customer service associates, including representatives who process orders, answer customer emails and provide agent support. Staples proudly operates the most extensive and technologically advanced distribution network in the industry and Sourcewell participating entities will continue to benefit from a robust national network of fulfillment centers equipped to achieve their next-business-day shipping needs. Our network is strategically located close to our delivery partners, vendors and customers to ensure that we always keep our network costs low. This means getting products to Sourcewell participating entities accurately, on time, complete and undamaged. Please see Attachment 3 for a list and map of our fulfillment centers nationwide.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Staples operates as a distributor/reseller. Our key business goals center on helping our customers simplify the ordering process, eliminating hidden costs in the procurement process and enhancing delivery accuracy. We offer a variety of ordering methods to achieve these goals: • Online via our e-commerce ordering platforms • StaplesAdvantage.com Mobile App • Electronic Data Interchange (EDI) • Third-party interface • Buy Online, Pick Up in Store • Telephone (toll-free number) Online ordering is simple with StaplesAdvantage.com: • Step 1 – Using our robust Search and Filter features, users can easily find the products they are looking for. User then selects either Delivery or Buy Online Pick Up in Store for the item and adds to cart. • Step 2 – Once items are added to the cart, the user can either review and checkout or continue shopping. • Step 3 – On the My Cart page, user adds additional accounting information like PO Number and Budget Center, and then selects Payment Method. Once information is completed, the user selects Submit Order. • Step 4 – When the order is successfully submitted, the user is brought to a confirmation screen. The user also receives an email with complete order details. Except for diverse resellers under the Tier One Diversity Program, Staples does not intend to use independent distributors/resellers for this contract. Staples may utilize certain company affiliates under the Staples, Inc. umbrella to serve as authorized dealers and distributors under this agreement.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	At Staples, we have people that Sourcewell participating entities can count on. Staples has highly trained Customer Service Representatives ready to serve your participating entities. To drive higher customer satisfaction, Staples provides: • One & Done Service Culture – With a first-call resolution rate of 90%, we train and empower our associates to resolve issues at initial contact. • Direct Connection to a Live Representative – Sourcewell participating entities will always reach a Staples Customer Service Representative right away. Our goal is to respond quickly, answering calls within 70 seconds, replying to chats within 45 seconds and replying to emails within 24 hours, so their employees can get back to work. • Knowledgeable, Highly Trained Team – Every call center associate attends a comprehensive training program covering customer service skills, problem resolution and product information. • Proactive Alerts – We'll contact Sourcewell participating entities if there are any changes to their order. • Continuous Feedback Loop – We review all customer feedback and if the customer is not satisfied, we follow up to make things right. Serving Sourcewell Participating Entity Needs Our Customer Service Representatives have access to all the details necessary to provide service specific to Sourcewell participating entities' account, and even their location. Our Customer Service team is the first line of contact for: • Login support and password resets • New user set up and adding ship-to locations • Assisting with online profile management • Aiding with account setup, expedited ordering and research • Pricing inquiries and special orders processing • Delivery and backorder tracking • Billing and tax exemption questions Customer Service is conveniently available Monday through Friday from 8:00 a.m. to 8:00 p.m. ET by email, phone or live chat on StaplesAdvantage.com. Our Help Center is also always available on StaplesAdvantage.com. Customer Service Team Structure • Customer Service Representative – Responsible for order entry, issue resolution, providing order status and product information. This individual has ongoing direct contact with the Sourcewell participating entity and develops a strong knowledge of the specifics of their account. • Order Resolution Associate – Focuses only on order entry, resulting in time and accuracy efficiencies. • Team Manager – Coordinates the activities of the Customer Service Representatives in each group, ensuring that each account is supported, and procedures are enforced. • Customer Operations Team – Communicates with Sourcewell participating entities about next-business-day delivery exceptions and rare instances of product cancellations. • Quality Assurance Team – Monitors contact between associates and customers and reports on key customer service trends. Coaches both managers and associates to improve the quality of customer interactions.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Our proposal includes service to Sourcewell participating entities in all geographic areas of the continental U.S., Hawaii and Alaska. There are some product and service exceptions and/or additional costs for Hawaii and other U.S. territories. Our response to Question 35 below provides details for our shipping models to Alaska, Hawaii and U.S. territories.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Staples is willing to explore providing goods and services to Sourcewell participating entities located outside the U.S. Sales to such locations will be made in accordance with the operational requirements of our non-U.S. businesses, as well as the requirements of applicable local law. Please note that expanding the use of this contract into other countries will require addenda to the contract, as Staples uses separate legal entities in its non-U.S. operations and sales activities in other countries are transacted in the applicable national currency.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Our proposal includes service to all geographic areas in the continental U.S. and Alaska. There are some product and service exceptions and/or additional costs that may apply for Hawaii and other U.S. territories. Our response to Question 35 below provides details for our shipping models to Alaska, Hawaii and U.S. territories. Please note that expanding the use of this contract into other countries such as Canada will require addenda to the contract, as Staples uses separate legal entities in its non-U.S. operations.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Staples will continue to service all Sourcewell participating entity sectors. Staples has a national presence in the U.S. If re-awarded the office products agreement with Sourcewell, Staples will continue its established efforts to promote the Sourcewell agreement in compliance with Staples' contractual obligations and the suitability of the Sourcewell agreement for the applicable prospect/customer.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	In addition to any other agreed upon charges, Staples reserves the right to charge fees to the locations set forth below unless otherwise mutually agreed between Staples and the participating entity in writing. Please note: • Staples does not export any hazardous goods, batteries, white out liquid fluid,	

cleaning solutions or aerosol cans.

- Staples does not export any food items (drink or food).
- Staples does not provide any Certificates of Origin (C/O) or Free Trade Certificates.

- Freight costs are billed back to the customer on a separate invoice.

Any returns are the responsibility of the customer, including delivery, documentation and being named the importer of record into the U.S. Delivery to Alaska. In-stock items will ship from our Anchorage fulfillment center, and last mile delivery will be by fleet, courier, UPS or USPS, depending on customer location. Items not stocked in the Anchorage fulfillment center may be filled through our Portland, Oregon fulfillment center or a wholesaler location in Seattle, Washington, and be shipped via ocean freight to the Anchorage fulfillment center. Ocean freight can take 10 to 14 days. Last mile delivery will be by fleet, courier, UPS or USPS, depending on customer location. Items that are filled through other Staples fulfillment centers will ship UPS 2nd Day Air up to 159 pounds. Shipments over 159 pounds or items that cannot be shipped via UPS are shipped ocean freight, which can take up to 14 days. The expected delivery date will be provided during the ordering process. To offset the cost of freight, Staples reserves the right to apply an up to 25% surcharge depending on the location in Alaska.

Delivery to Hawaii. Orders will normally be filled through our fulfillment center in Ontario, California. Shipments up to 159 pounds will ship UPS 2nd Day Air. Shipments over 159 pounds or items that cannot be shipped via UPS are shipped ocean freight. Ocean freight shipments take an average of 14 days for delivery. Expected delivery date will be provided during the ordering process. To offset the cost of freight, Staples reserves the right to apply a 25% surcharge and a minimum order of \$200. Hazardous material cannot be shipped to Hawaii. Customers are not set up to allow drop shipments to Hawaii. Instead, for special orders, we process the items as fulfillment center specials and then ship the items from our fulfillment center after it is received from the vendor.

Delivery to Puerto Rico. The following additional delivery terms apply for shipments to Puerto Rico: Shipments up to 150 lbs. will be shipped with transit times of two (2) business days. Shipments over 150 lbs. are shipped via ocean freight. Any goods classified as ORM-D (other regulated materials for domestic transport only) will also ship ocean freight, regardless of weight. No hazardous goods can be shipped to Puerto Rico. Transit time is approximately seven to ten (7 to 10) business days from door to door. The buyer is responsible for all customs or tax filings or applications necessary to affect the importation of the products. Delays may result from Buyer's failure to satisfy all customs clearance requirements. All taxes, fees and other costs (including freight) will be charged back to Buyer on a separate invoice.

Delivery to U.S. Virgin Islands. The following additional delivery terms apply for shipments to the U.S. Virgin Islands: Shipments up to 150 lbs. will be shipped UPS WorldShip, using the most commercially advantageous WorldShip service available, with transit times of approximately three (3) business days. Products weighing over 150 lbs. will be shipped via ocean freight. No hazardous goods can be exported to the U.S. Virgin Islands. Any goods classified as ORM-D (other regulated materials for domestic transport only) will ship ocean freight, regardless of weight, and will require an additional five (5) days of transit time. Buyer is responsible for all customs or tax filings or applications necessary to effect the importation of the products. Delays may result from Buyer's failure to satisfy all customs clearance requirements. All taxes, fees, and other costs (including freight) will be charged back to Buyer on a separate invoice.

Delivery to American Samoa, Guam, Northern Mariana Islands. The following additional delivery terms apply for shipments to American Samoa, Guam and the Northern Mariana Islands: Shipments up to 150 lbs. will be shipped UPS WorldShip, using the most commercially advantageous WorldShip service available, with transit times of approximately five (5) business days. Products weighing over 150 lbs. will be shipped via ocean freight. No ORM-D goods or hazardous goods can be exported to these locations. The buyer is responsible for all customs or tax filings or applications necessary to affect the importation of the products. Delays may result from the Buyer's failure to satisfy all customs clearance requirements. All taxes, fees and other costs (including freight) will be charged back to Buyer on a separate invoice.

Import/Export. If Staples agrees to export products from the U.S. to Buyer's locations outside the U.S. (including but not limited to Mexico, Canada and all U.S.

Possessions and Territories) (for these purposes referred to as "Other Locations"), the following applies: (a) Staples will not be the Importer of Record for any products shipping to Other Locations. Buyer or Buyer's agent shall nominate a customs clearing agent to act on its behalf and to facilitate the import customs clearance process.

Buyer shall be responsible for obtaining any documentation, such as special permit(s) or license(s) that may be required to import products; (b) Buyer shall be responsible for payment of any customs clearance and duties and taxes and the full freight cost of the shipment; (c) Staples will not provide Certificates of Origin (C/O) or Free Trade Agreement certificates; (d) Staples will not export the following products: ORM-D (Other Regulated Materials-Domestic); consumables; and/or products prohibited from export by Staples' vendors; (e) Staples will not export products to Other Locations in the event any export restriction applies; and (f) Staples will not accept returns from Other Locations unless agreed in writing.

36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, Staples can allow Sourcewell-eligible non-profit entities to participate in the agreement.	*
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Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Staples' response to questions 37 through 39 of this section should be considered as "Trade Secret": Staples will promote the Sourcewell contract through an integrated sales and marketing plan consisting of four fundamental and ongoing approaches that our experience has shown are critical to the contract's success: business development, new account management, existing account development and ongoing internal training and education. This plan is executed by our dedicated Public Sector sales team and Facilities and Public Sector Marketing teams. Each group brings a deep understanding of the needs of the target audience and will be focused on delivering the joint Sourcewell and Staples value proposition to prospective new customers and to existing accounts. Business Development - We will build and execute a dedicated campaign targeted to facility decision makers at Sourcewell entities to gain program adoption, drive appointments, and to generate programmatic and transactional purchases within the category. - This campaign will be versioned to speak to the unique needs of each vertical (government, K-12, higher education) and buyer persona (facilities manager, procurement, etc.). - Campaign tactics include email, campaign landing pages, and partner portals and sales support materials. New Account Management - Implement and ramp new accounts with specificity, efficiency and speed - Comprehensive program training Existing Account Management - Continue to focus efforts on existing account communication and penetration - The development and deployment of program tools to ensure individual entity adoption, compliance, loyalty and satisfaction Ongoing Internal Training and Education - Continue to develop internal training tools that communicate best practices, processes and contractual specifics throughout our salesforce We will leverage existing communication tools and best practices to successfully support the Sourcewell contract through the acquisition and implementation of new participating entities and the continued service and management of existing accounts. In Attachment 4, we have included representative samples of some of the targeted marketing campaigns and tactics your participating entities would receive. Actual examples can be provided upon request. The plan: - Is a complete lifecycle of internal and external tools, and targeted campaigns, which ensures contract promotion through proven best practices and constant innovation - Relies on the committed resources of the entire Staples organization, supported by our senior management team - Utilizes a full range of tools and technology including, but not limited to: - Online and in-person training tools and techniques - Leveraging the significant investment Staples has made in sales force automation methods to ensure the consistency of message, availability of materials and visibility into progress throughout the entire sales organization - Internal instructional website presence for sales education - Public-facing website presence for current and prospective Sourcewell participating entities - Data models to drive marketing campaigns and tactics

38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Staples utilizes the latest in marketing technology to plan, execute and measure our marketing campaigns. This technology allows us to deliver relevant messages to defined target audiences at different points in their buying journey. Tools that are part of our marketing technology stack may include: • Marketo: Marketing automation and lead generation • Adobe Analytics: Marketing and web analytics measurement • Demandbase: Account based marketing platform • ZoomInfo: Third-party data source used for contact enrichment and prospecting • MDR: Third-party data source used to identify decision makers in the education vertical • Salesforce.com: Customer relationship management software To further enhance our targeting capabilities, Staples' internal data science team builds automated models based upon hundreds of inputs by each customer, enabling us to serve the most appropriate products and categories through our marketing campaigns. Through our agency relationships and direct partnerships, Staples deploys targeted campaigns utilizing first-party and third-party data on major social media platforms, publishers, search engines and demand-side platforms including Meta, LinkedIn, Google, the trade desk and retargeting based off website user behavior. Staples also has a public-facing partner portal that educates prospective and existing customers on the Sourcewell/Staples contracts: • Overall program highlights • Contract highlights • Ordering overview • Product and service overview • Contact information • Messaging from Sourcewell • Visit Sourcewell Partner Portal (https://staples-p.allego.com/TrSKfMAexPTeaJT) for more information	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Our success in driving the Sourcewell contract is directly attributable to the support and participation of Sourcewell itself. In continuing to promote the contract, we see significant benefit in this continued support exhibited through: • The ongoing collaboration between Sourcewell and Staples allows for the optimization of identifying, soliciting and acquiring participating entities and contract participants. • The regular communication of industry and public procurement conditions will allow Staples to tailor its acquisition and management efforts to contract prospects accordingly. • The identification and creation of opportunities that allow Staples to provide Sourcewell participating entities its entire scope of products and services. While providing an increasingly attractive value proposition for prospective entities and a compelling source of value for participating entities. • Assistance in identifying Sourcewell participating entities to provide account of their contract success, these successes would in turn be used to acquire new participating entities to the Sourcewell/Staples contract. • The co-development of marketing materials and the mutual identification of marketing opportunities including public events and trade shows. • Ongoing availability to meet with Sourcewell, Staples' senior-level leadership and sales management to reinforce the opportunity within the contract and the vital role it plays in Sourcewell's and Staples' mutual ongoing success.	*
40	Are your Solutions available through an e-procurement (i.e. digital catalog) ordering process? If so, describe your e-procurement system, its features (i.e. pricing, stock availability, photo, description) and how governmental and educational customers have used it.	Yes. StaplesAdvantage.com, our primary e-commerce ordering platform, is fully customizable to Sourcewell participating entities' unique needs. StaplesAdvantage.com provides easy online ordering, the ability to set spend limits, approval flows, and charge orders to multiple departments plus transactional details to easily reconcile orders. Order management is easy with shopping lists for fast reordering, order tracking, delivery notifications, free returns, reporting and online bill pay. And, we have experience integrating with more than 150 third-party purchasing platforms. Easy Ordering Tools StaplesAdvantage.com provides features and functionalities to streamline your ordering process while minimizing time spent on purchasing the items your organization needs to succeed. Key features include: • Increased Login Security – Website generated welcome email contains a password set up link for customers to create their unique password for enhanced security. • Easy Search & Navigation – New header design for effortless navigation and approvals, orders and shopping lists displayed on the home page for easy access. Search by keyword or item number for a summary of categories and top-ranking items that match your criteria. Narrow results by category, brand or your previously purchased items. Advanced search with auto-suggest terms to find what you want fast and the ability to add to your cart from search to save time. • Product Comparisons – Compare up to four products at a time to make an informed selection and read product reviews. • Shopping Lists – Create and save lists of frequently ordered or preferred contract items for faster reordering while maintaining program compliance. Easily add new items to a shopping list by clicking on the Add to List icon on product tiles and pages. • Order Status & Tracking – View details on all orders placed in the past 24 months, track your orders and view proof of delivery. • Hassle-Free Online Returns – Process returns by clicking Return an Item from the Order History page. • Frequently Purchased – View and reorder items ready for replenishment by clicking on	

		Frequently Purchased under the Lists icon. Frequently purchased items now include a list of products purchased over a two-year timeframe. All order management essentials are available in order history: order search, details, tracking and returns, with up to two years of history. • Easy Savings Alternative – Easy savings alternative products are presented on the product page and at checkout if a like item with a lower price is available. • Robust Help Center – The StaplesAdvantage.com Help Center enables customers to search help topics, manage their account, track or return orders, contact customer service, view or print their packing slip and more. Online Procurement Controls Sourcewell participating entities can achieve greater control over your purchasing with StaplesAdvantage.com, whether integrated with your existing e-procurement systems or on its own. We offer: • User & Location Management – Easily add new users, supervisors and account administrators and remove, modify or add shipping locations. • Account Maintenance – Authorized profiles can add, modify and delete users, shipping locations, budget centers and PO/PO Releases. • Budget & Approval Controls – Establish spending limits and approval routing to track account expenditures by user and department. • Customization Features – Customize your platform with special instructions and messages to keep users in program compliance. Mobile Capabilities Sourcewell participating entities can order products, track shipments and access their accounts on their tablets or smartphones using our mobile app. Available for Android and Apple devices, features of the Staples Advantage mobile app include: • Full account information, including recent orders, orders pending approval and custom deals • Scan-to-order functionality • Search, browse and order on the go • One-touch order approvals • Shopping lists for quick replenishment • Quick Order entry • Filterable search results • Order status and package tracking • Integration with StaplesAdvantage.com • Secure Remember Me feature for login convenience Online Reporting Sourcewell participating entities can easily access on-demand reports on StaplesAdvantage.com: • Customer Analytics Dashboard provides an interactive reporting dashboard with spend charts to analyze procurement activities and performance metrics. • User reports provide pertinent user information including approval hierarchy, ordering limits and assigned ship-to or budget center information. • Spending reports provide a summary of purchases by budget center, bill-to, ship-to or individual for up to 24 months, including details on ordering method, order totals, number of orders and average order size. • Budget reports allow you to monitor the variances between spend versus budget. • Auto Restock reports allow you to view subscription details by user and shipping location. • Customer Usage reports allow you to review product usage which can be run at master, bill-to or ship-to level for up to 24 months. • Order Detail reports allow you to review shipped order detail or backorder detail for up to 24 months, with additional data options available. Scalability If a Sourcewell participating entity has a surge in new hires, their Staples team is ready. StaplesAdvantage.com is fully scalable to meet changing organizational needs. We have the infrastructure in place to handle the ordering needs of additional users without affecting website performance. We analyze site capacity levels and plan for additional volume months in advance. We conduct stress tests regularly to ensure optimum site performance and site speeds.
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Table 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response *
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41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	To create a successful janitorial program for Sourcewell participating entities, Staples provides more than high quality products, we design customized training programs to demonstrate the best procedures for your participating entities to use those products. By employing the correct procedures and techniques, facilities staff will dramatically reduce their labor and product costs, increase productivity and improve sustainability programs. Training Programs At Staples, we have a dedicated Facilities Technical Training team for both customer and in-house training. This team has an average of 25 years' experience and is certified in the ISSA Cleaning Industry Management Standard, ISSA Cleaning Industry Training Standard, OSHA and GHS standards. We use a library of ISSA-certified training programs along with customized curriculum developed for the specific needs of our customers. Our training materials include process manuals and bi-lingual wall charts. Training methods include onsite and web-based programs, as well as in-person at our training facility in Aurora, Colorado. The courses we provide include: • Introduction to Cleaning • General Safety • Hard Floor Care • Restroom Care • General Cleaning • Carpet Care • Hazard Communication • Healthy & Safe • Customer Service Onsite Training One of our key differentiators is our commitment to providing participating entities with an unparalleled number of experts and resources to ensure technical, logistical, billing and local support requirements are covered. To that end, Staples may conduct a vendor kickoff show and training classes at participating entities' locations to educate users on the ease and functionality of our ordering site, StaplesAdvantage.com. This is beneficial to purchasers, providing an opportunity to learn the site's functions and enhancements so they have the easiest buying experience. Users also meet the Staples Account Management team and may receive product samples from our vendors. We announce these trainings via customizable emails weeks in advance. We may provide onsite training as needed for participating entities at no additional charge. We arrange training classes with the appropriate manager at their locations. Typically, training classes are held in conjunction with a manufacturer representative of the product being discussed. We can also provide these trainings in a virtual format, if preferred. Web-Based Training & Print Manuals Staples offers many web-based training programs and manuals, including: • Online training programs from leading manufacturers • Training manuals with a step-by-step process for effective restroom, carpet and floor care • Safety Data Sheets for all chemicals and liquids in custodial program, available in print and online • Healthy & Safe Trainings • Customized and bi-lingual wall charts for the cleaning chemicals you use, as well as their specific applications and equipment needed for each product
42	Describe any technological advances that your proposed Solutions offer.	To remain at the forefront of our industry, we are constantly implementing new and innovative ideas so that we can enhance the services and offerings we bring to our customers. Some of our current innovations include the following: World-Class Ordering Website With immediate access to products and robust order management features, our website provides easy online ordering, the ability to set spend limits and approval flows, line-item budget center to charge orders to multiple departments and transactional details to easily reconcile orders. Order management is easy with shopping lists for fast reordering, order tracking, delivery notifications, free returns, reporting and online bill pay. Staples Mobile App No matter what the challenge, we help our customers get the advantage with the Staples Advantage dedicated mobile app, available for Android and Apple devices. Sourcewell participating entity employees can browse and order items, scan-to-order, track shipments and access their full account information, on the go. Customer Analytics Dashboard Available to administrators on StaplesAdvantage.com, this tool provides an interactive reporting dashboard with spend charts to analyze procurement activities and performance metrics. These dashboards can help administrators identify areas for growth as well as areas where compliance can be improved. Partner Portals In addition to the Sourcewell Partner Portal, Staples can develop additional portals that educate prospective and existing participating entities on their Staples contract details and more: • Overall Program Highlights • Contract Highlights • Ordering Overview • Product and Service Overview • Contact Information • Messaging from Customer

		Staples Reorder App Over the past few years, we have identified the need to reduce friction in the reordering process, as many customers spend a significant amount of time checking stock levels to replenish products or hire a third party to conduct vendor-managed inventory, often at quite an expense and sometimes ordering products beyond the level of need. To solve this friction and save customers both time and money, we developed a proprietary mobile reorder application for iPads as well as Android and iOS smartphones that creates a fast, visual way to reorder as the associate is checking stock levels in breakrooms, janitorial closets, copy rooms, or other stockrooms. It eliminates writing down all the ordering needs on paper and then going back to one's desk to find the item online and place the order. Now, the order can be placed right in the breakroom or stockroom. We can customize the app for a participating entities' individual rooms and products. Their locations are listed in the menu. And the panels of products are organized by how you visually inspect them. Participating entities are able to either swipe the screen right or left for product groupings or select from the top right menu. Some customers group coffee items separately from cleaning items, for example. There is also an "everything else" panel which features other products in your order history that may be helpful for quick access or reference. • If there is no WIFI or cell service in that location, which can be the case in supply closets, it is designed to continue to function and places the order once connection is restored. • The associate benefits from the ability to maintain multiple checkout carts for individual ship-to locations, so they can place the orders at the end of their rounds if they would like. • The carts in progress are viewable on StaplesAdvantage.com. • The products listed on buttons can be changed by the user in their StaplesAdvantage.com shopping list or with assistance from our internal teams. • Third-party punchout customers can use Staples Reorder with a separate bill-to setup. • We have recently added the ability to select a future delivery date. SmartSize Packaging™ Order delivery is a major area of Staples' and our customers shared environmental footprint. Staples has rolled out award-winning SmartSize technology to most of our U.S. fulfillment centers that tailors box sizes to the exact size of the order. In addition to utilizing about 20% less corrugate, SmartSize lessens our use of air pillows by approximately 60%. In addition, it not only reduces packaging waste, but helps optimize the available space of our courier vehicles. Robotic Material Handling Solution Staples recently developed a cutting-edge robotic material handling solution for our fulfillment centers. Unlike other systems in the market today, the automated robotic storage and retrieval system incorporates two types of automated guided vehicles into a unified system that brings both high and low cubic velocity items to a single pick and pack station. This unique robotic material handling solution provides a more efficient and flexible warehousing operation that improves service to our customers. This solution is live in four of our fulfillment centers and is rolling out across our remaining fulfillment centers in the months to come. We are also exploring other potential applications for our groundbreaking technology outside of our fulfillment centers. Health and Safety Trainings To support our customers during the current health crisis, our experts developed a three-part Healthy and Safe training series on general cleaning and disinfecting. Our certified, Facility Solutions Senior Technical Trainer delivered this virtual course to hundreds of Office and Facilities Managers nationally, providing critical information on cleaning strategies, furniture configuration and new technology used to keep spaces clean and staff and visitors healthy. Objectives of the course: • Help our customers create safer, healthier work environments • Establish more hygienic work practices • Provide ideas on how to communicate best practices and actions being taken for employees Innovative Staples Brands With the introduction of our new innovative products, we offer tools and systems that help drive solutions in business essentials, breakroom, facilities, technology and furniture. • Coastwide Professional. Professional-grade facility and pack and ship supplies built to spec and made to perform, with no wasted product or labor. • Perk. Breakroom essentials designed with quality, value and just the right touch of personality to bring fun and energy to break time. • Pick Me Up Provisions. An assortment of light, medium, and dark roast coffees in a variety of pack sizes to fit your organization's needs.	
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Staples offers a full array of sustainability solutions to help participating entities meet their sustainability goals. As a partner committed to sustainability, we carry a large assortment of eco-responsible products across all our product categories, provide comprehensive environmental reporting and offer industry-leading recycling and waste reduction programs. Our sustainability experts can design a program tailored to each participating Entity's goals and our Field Marketing personnel will help promote it to their employees. Please see Attachment 5 for a detailed overview of green initiatives for customers as well as our internal sustainability efforts.	

44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors such as the use of recycled materials.	Environmental Certifications ENERGY STAR® Certification To improve energy efficiency, we began participating in the ENERGY STAR Building Certification program with the goal of certifying 50% of our active facilities by 2020 and we exceeded that goal in 2018. Staples now has 801 U.S. facilities designated ENERGY STAR certified. Each certified site has increased energy efficiency by 20% to 30%. For our efforts, Staples received the EPA's ENERGY STAR Partner of the Year Award for 10 consecutive years up through 2019. Environmental Product Certifications Staples offers a wide array of eco-conscious products that are third-party certified. We track dozens of leading environmental certifications down to the product level, which we can then report to our customers. These items are easily identified in our catalogs and online. We apply environmental icons on our website based on the attributes the product contains. Products with stronger environmental attributes qualify for our Eco-ID icon. Staples has more than 10,000 products on our sites that meet the Eco-ID criteria. Features that qualify for Eco-ID include the following attributes: • bluesign® • BPI compostable® • Cradle to Cradle™ (all tiers except basic) • Energy Star® • EPA Design for Environment for Pesticides • EPA Safer Choice • EPA Water Sense • EPEAT™ (all tiers) • EWG verified™ • Fair Trade™ • Food Alliance™ • Forest Stewardship Council® • Green Seal® • Indoor Advantage™ Gold • level® (all tiers) • Made Safe® • Organic • Rainforest Alliance™ • UL EcoLogo® • UL Greenguard® Gold • 20% to 30%+ post-consumer recycled content^ • 30%+ agricultural residue, rapidly renewable, or bio-based content • Rechargeable batteries • Remanufactured electronics or furniture • High-yield ink and toner ^ Note that post-consumer recycled content minimums vary depending on the product category and may require additional attributes. For example, pens must both be refillable and have minimum amounts of recycled content. Environmental Partnerships & Affiliations • Sustainable Purchasing Leadership Council (SPLC) - This non-profit organization supports and recognizes purchasing leadership that accelerates the transition to a prosperous and sustainable future. Staples is a member of this organization as both a supplier and purchaser. • U.S. EPA ENERGY STAR for Buildings Partner – Staples joined the ENERGY STAR for Buildings program to advance energy efficiency in our operations. • GreenBlue Sustainable Packaging Coalition (SPC) – This non-profit, multi-stakeholder group is dedicated to a more robust environmental vision for packaging. Through strong member support, an informed and science-based approach, supply chain collaborations and continuous outreach, the SPC endeavors to build packaging systems that encourage economic prosperity and a sustainable flow of materials. • GreenBlue Forest Products Working Group – This brings together leading companies that rely on paper, wood and other forest products to share their knowledge and develop innovative solutions to support thriving forests and the forest products industry. • Carbon Disclosure Project – We have voluntarily reported our greenhouse gas emissions inventory data to this organization since 2005 as part of our commitment to reducing our global carbon emissions. We also share our emissions data with any commercial and enterprise customer who requests it through the CDP Supply Chain program. • EcoVadis – Staples works with EcoVadis, the world's most trusted provider of business sustainability ratings.
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45	Describe your capabilities for verification of product authenticity, quality control, and documentation of custody in your supply chain.	Staples is committed to providing high quality products that last, leading to fewer returns, fewer reorders and less frustration for our customers. To uphold this commitment, we capture reporting and regularly audit the quality of the products we source from suppliers, as well as from Staples-exclusive products. Staples' strict product sourcing process assures that products offered are genuine by sourcing products only from OEMs and authorized resellers to mitigate the risk of cloned, fake or counterfeit products that could potentially put Sourcewell participating entities at risk. Annual Vendor Reviews We only source from the most trusted and reputable suppliers in our industry, including leading wholesalers and brands such as 3M, HP, Avery and HON. We conduct annual vendor contract reviews to measure our suppliers' quality performance. We evaluate the number of returns placed on their products as well as general customer satisfaction survey feedback. At 1.03%, our low product-return rate is a testament to our relentless focus on quality. Paper & Wood-based Product Sourcing Policy We also actively work with our key paper suppliers to ensure transparency into their sourcing and production methods with respect to environmental and social responsibility. The majority of our paper suppliers have achieved chain of custody certification with one or more programs, including the Forest Stewardship Council (FSC) and Sustainable Forestry Initiative (SFI). Approximately 90% of the paper products we sell by weight in the U.S. are manufactured and/or distributed by vendors with FSC chain of custody certification, including brands like Domtar, International Paper, Georgia-Pacific, Kimberly-Clark, 3M, Esselte, Fellowes, Marcal and others. Our Paper and Wood Based Product Sourcing Policy forms the foundation of our commitment to ensure the paper products we sell are sourced in an environmentally and socially responsible manner. It also defines our expectations for suppliers of paper-based products. The policy focuses on four key areas: • Protecting forest resources and communities by seeking to source certified products • Reducing demand for virgin wood fiber • Sourcing from suppliers committed to environmental excellence • Promoting responsibly sourced paper and wood products to our customers Programs & Partnerships We collaborate with a few key non-profits to help us improve paper and wood product sustainability. This includes partnerships with the Rainforest Alliance on the Appalachian Woodlands Alliance and various projects with the Forest Products Working Group (FPWG), an initiative of GreenBlue. Product Brands Exclusive to Staples Quality Assurance Product brands exclusive to Staples are subject to a comprehensive quality assurance program that includes: • Product Design – Product brands exclusive to Staples are designed to meet or exceed national brand equivalent specifications. • Factory Certification – Production facilities in developing countries undergo third-party audits to uphold our standards for social responsibility and to guarantee practices are in place to deliver quality products. • Rigorous Testing & Inspection – All products are engineer-tested for quality in leading independent labs. Inspectors pull samples from the production line to confirm that products are manufactured to our exact specifications before they ship to our warehouses. • Continuous Monitoring – Throughout a product's lifecycle, inspectors pull samples for follow-up lab testing to certify that the product still meets our specifications. Monitoring Product Quality On the rare occasion that a product fails to meet an entity's satisfaction, we offer fast and easy resolution methods: • Purchasers can return any item using our no-hassle online returns process or by contacting Customer Service. • We arrange driver pickup for all product returns at no cost to participating entities. We thoroughly analyze damaged or defective items and ensure our manufacturers address the underlying quality issue. Staples Account Managers will share corrective actions and report on progress during regular business reviews.
46	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Staples knows results matter. We will work to provide Sourcewell participating entities with a clean, efficient and seamlessly stocked workspace. Staples offers janitorial supply programs specific to the needs of education and public sector customers, built on a foundation of consultative program management, one-source convenience and state-of-the-art e-commerce solutions. A True Consultative Approach Staples delivers real value to our customers through collaborative strategic consultation. With an average of 15 years' experience developing complex programs, our industry experts will work with Sourcewell participating entities to design, implement and manage a solution tailored to their needs. Working under the direction of their Facility Solutions Account Executive, their Staples team will provide: • Comprehensive site surveys that reveal potential savings opportunities and safety or regulatory concerns, depending on the scope of their program. • Expert, ongoing training for their personnel on the latest innovations in the field. • A Customer Service team dedicated exclusively to our facility program customers. Powerful Cost Control The assigned Facility Solutions Account Executive will collaborate with each Sourcewell participating entity to maximize efficiencies in their purchasing practices — providing

	objective program analysis along the way — so they can focus on more than procurement. Sourcewell participating entities will benefit from our consistent market analysis through expertise, insight and data to ensure our selection and pricing is current and competitive. • Competitive pricing on the products you use most • Recommendations for savings initiatives such as product standardization, inventory reduction, minimum order sizes and labor savings opportunities • Regular business reviews, which identify tangible program savings and track our service and value against their program objectives • Comprehensive reporting to monitor budgets and maintain accountability • Fast, free delivery from our efficient, nationwide distribution network One-Source Convenience Our sophisticated supply chain is designed to streamline the distribution process. We provide products from every major manufacturer nationally, with the personalized service to meet all participating entities' needs locally. With consistent selection across the country, Sourcewell participating entities can get the products they need, when and where they need them. Staples offers reliable next-business-day delivery from our own fleet and dedicated couriers on in-stock items to most locations from our strategically located, state-of-the-art fulfillment centers. The Right Solutions Staples offers a one source solution for a full range of facility needs, including cleaning supplies and chemicals, janitorial equipment, consumable items, disposable and hygiene supplies, facility and sanitary maintenance products, beverage and breakroom supplies and safety supplies We maintain deep relationships with the industry's leading brands, sourcing directly from manufacturers like Georgia-Pacific, Kimberly-Clark, Diversey, GOJO, Rubbermaid, Nobles and 3M; as well as environmental alternatives like our product brands exclusive to Staples. Sourcewell participating entities can also maximize unique supplier consolidation savings through our integrated product and service offering, which includes business essentials, facility solutions, breakroom offerings, business furniture, mailroom and shipping supplies, technology products and services, promotional products and print and marketing services. We provide workspace solutions for the Government & Education verticals that include offices, common areas, breakrooms and teacher lounges, classrooms, custodial, building and grounds, libraries, first responder stations, corrections facilities, labs, playgrounds, gyms and more. Corporate Responsibility Being a great company is more than just sales and profit margins. At Staples, we take pride in making a positive impact on society, our associates and the planet. We're dedicated to bringing awareness to and effecting meaningful change in the areas of Community, Sustainability, Inclusion & Diversity and Supplier Diversity. These efforts make us an employer and neighbor of choice, differentiate our brand and support profitable and responsible growth. We publicly report our corporate responsibility progress on Staples.com. • Inclusion & Diversity: Inclusion & Diversity (I&D) is central to who we are. Whether you join our team or buy our products, I&D is integrated into everything we do—from finding and attracting top talent to boosting morale and enhancing customer & supplier relationships. We also offer 10 Business Resource Groups to ensure our employees have safe and brave spaces for shared learnings and deeper connections. • Community: We believe that our success depends on the success of the communities we serve. At Staples, we are committed to engaging with communities to partner and drive meaningful impact. • Sustainability: Staples is focused on delivering sustainable products and solutions for our customers and operating our business in a responsible way. Whether you've just founded a start-up, are leading procurement for a university, or managing dozens of facilities for a billion-dollar brand, our goal is to enable you to grow and succeed, sustainably. We have an ambitious 5-year plan to improve our sustainability by reducing carbon emissions and waste. • Supplier Diversity: Staples is committed to supporting small business growth and development whenever possible. Staples' Diversity Reseller program offers a "One to Many" solution, fulfilling many state and local requirements. Through our Supplier Diversity Program, we actively seek to provide diverse businesses with an opportunity for ongoing growth, development, and mentorship. We are committed to offering high-quality, innovative, and cost-effective diverse solutions to help our customers meet their diversity spend goals and support their local communities.	*
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Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
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47	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		☒ Yes ☐ No	Staples is a large business enterprise. However, Staples understands the challenges that small businesses face, as well as the important contributions they make to the economic health of their communities. As an organization, Staples is committed to supporting small business growth and development whenever possible. Through our Supplier Diversity program, Sourcewell participating entities are able to directly support the growth of minority, woman (MWBE) and veteran-owned small businesses by purchasing products and services from them. Please see attachment - Staples' Supplier Diversity Programs - in the documents section of the Sourcewell portal for more information.
48		Minority Business Enterprise (MBE)	☒ Yes ☐ No	Staples is a large business enterprise, however, our Diversity One Reseller Program allows Sourcewell participating entities the option, where applicable, to buy directly from Diverse Resellers to achieve their diversity spend goals. The Reseller program connects a Sourcewell participating entity with a certified diverse company who collaborates with Staples to provide a fully managed program. Staples' Diversity One program is "One to Many" with 14 companies and 35+ certifications, fulfilling many state and local requirements. We've formed strategic alliances with independently owned and operated Diverse Resellers to help make these businesses more accessible.
49		Women Business Enterprise (WBE)	☒ Yes ☐ No	Staples is a large business enterprise, however, our Diversity One Reseller Program allows Sourcewell participating entities the option, where applicable, to buy directly from Diverse Resellers to achieve their diversity spend goals. The Reseller program connects a Sourcewell participating entity with a certified diverse company who collaborates with Staples to provide a fully managed program. Staples' Diversity One program is "One to Many" with 14 companies and 35+ certifications, fulfilling many state and local requirements. We've formed strategic alliances with independently owned and operated Diverse Resellers to help make these businesses more accessible.
50		Disabled-Owned Business Enterprise (DOBE)	☒ Yes ☐ No	Staples is a large business enterprise, however, our Diversity One Reseller Program allows Sourcewell participating entities the option, where applicable, to buy directly from Diverse Resellers to achieve their diversity spend goals. The Reseller program connects a Sourcewell participating entity with a certified diverse company who collaborates with Staples to provide a fully managed program. Staples' Diversity One program is "One to Many" with 14 companies and 35+ certifications, fulfilling many state and local requirements. We've formed strategic alliances with independently owned and operated Diverse Resellers to help make these businesses more accessible.
51		Veteran-Owned Business Enterprise (VBE)	☒ Yes ☐ No	Staples is a large business enterprise, however, our Diversity One Reseller Program allows Sourcewell participating entities the option, where applicable, to buy directly from Diverse Resellers to achieve their diversity spend goals. The Reseller program connects a Sourcewell participating entity with a certified diverse company who collaborates with Staples to provide a fully managed program. Staples' Diversity One program is "One to Many" with 14 companies and 35+ certifications, fulfilling many state and local requirements. We've formed strategic alliances with independently owned and operated Diverse Resellers to help make these businesses more accessible.

52		Service-Disabled Veteran-Owned Business (SDVOB)	☒ Yes ☐ No	Staples is a large business enterprise, however, our Diversity One Reseller Program allows Sourcewell participating entities the option, where applicable, to buy directly from Diverse Resellers to achieve their diversity spend goals. The Reseller program connects a Sourcewell participating entity with a certified diverse company who collaborates with Staples to provide a fully managed program. Staples' Diversity One program is "One to Many" with 14 companies and 35+ certifications, fulfilling many state and local requirements. We've formed strategic alliances with independently owned and operated Diverse Resellers to help make these businesses more accessible.
53		Small Business Enterprise (SBE)	☒ Yes ☐ No	Staples is a large business enterprise, however, our Diversity One Reseller Program allows Sourcewell participating entities the option, where applicable, to buy directly from Diverse Resellers to achieve their diversity spend goals. The Reseller program connects a Sourcewell participating entity with a certified diverse company who collaborates with Staples to provide a fully managed program. Staples' Diversity One program is "One to Many" with 14 companies and 35+ certifications, fulfilling many state and local requirements. We've formed strategic alliances with independently owned and operated Diverse Resellers to help make these businesses more accessible.
54		Small Disadvantaged Business (SDB)	☒ Yes ☐ No	Staples is a large business enterprise, however, our Diversity One Reseller Program allows Sourcewell participating entities the option, where applicable, to buy directly from Diverse Resellers to achieve their diversity spend goals. The Reseller program connects a Sourcewell participating entity with a certified diverse company who collaborates with Staples to provide a fully managed program. Staples' Diversity One program is "One to Many" with 14 companies and 35+ certifications, fulfilling many state and local requirements. We've formed strategic alliances with independently owned and operated Diverse Resellers to help make these businesses more accessible.
55		Women-Owned Small Business (WOSB)	☒ Yes ☐ No	Staples is a large business enterprise, however, our Diversity One Reseller Program allows Sourcewell participating entities the option, where applicable, to buy directly from Diverse Resellers to achieve their diversity spend goals. The Reseller program connects a Sourcewell participating entity with a certified diverse company who collaborates with Staples to provide a fully managed program. Staples' Diversity One program is "One to Many" with 14 companies and 35+ certifications, fulfilling many state and local requirements. We've formed strategic alliances with independently owned and operated Diverse Resellers to help make these businesses more accessible.

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
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56	Describe your payment terms and accepted payment methods.	Staples' standard payment terms are Net 30 days. Each participating entity will remit all invoice payments, including all taxes on its product purchases, to Staples in thirty (30) calendar days from receipt of invoice, unless otherwise agreed to in writing by Staples and entity. In the event a participating entity fails to comply in any material respect with the foregoing payment terms, Staples may, at its sole discretion and in addition to any other right or remedy available under applicable law or in equity, immediately suspend all deliveries to such entity's location(s) by written notice to such participating entity and to Sourcewell. Staples welcomes a wide range of payment types to meet the needs of Sourcewell participating entities. Their Staples invoices can be paid via: • Company check • Automated Clearing House (ACH) with notifications via email or EDI • Electronic Funds Transfer (EFT) Additionally, credit cards or corporate procurement cards may be used at the time of purchase (Discover, American Express, MasterCard or Visa). Credit cards may not be used to pay an invoice.	*
57	Describe any leasing or financing options available for use by educational or governmental entities.	When applicable, Staples has leasing and financing options available to Sourcewell participating entities. Staples utilizes multiple third-party leasing sources for eligible Staples customers. Participating entities may have an existing relationship with their own choice of leasing providers, and we may work with that provider if mutually agreed to. Leasing terms and conditions vary by lease provider and the requirements of the acquisition and are determined as the solution is developed and the leasing source is finalized. Our broad range of leasing options is flexible so that Sourcewell participating entities can tailor the length, acquisition type and amount of their payments to meet their business' needs. Lease options include capital or operating lease options, giving them end of term options to keep (own), upgrade or return assets. Leases may allow for certain soft expenses like service, software and accessories to be included in the monthly payments for an asset acquired under lease. Staples can work with their organizations to help finalize the option that best suits their needs.	*
58	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	When applicable, Staples uses a Sourcewell Participation Agreement for participating entities to include their own terms or to outline any custom terms that may apply to their program. Please see the sample provided in the Attachments section of the Sourcewell portal. In addition, supplemental agreements may be required in areas that include but are not limited to tissue and towel dispensers, coffee brewer and water programs.	*
59	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes. Procurement Cards (P-Cards) represented by one of the major credit cards (Visa, MasterCard, American Express and Discover) may be used at the time of purchase. However, P-cards may not be used to pay invoices. There is no additional cost to Sourcewell participating entities for using P-cards.	*
60	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Staples' proposed pricing model is designed to take advantage of our industry leading assortment of workplace products, equipment and services. The offering includes a large number of net-priced items on the Core List that facilitates price stability on facility and janitorial solutions, breakroom products and other workplace essential supplies. Additionally, our non-core pricing will take advantage of leveraging Staples' strength as one of the largest sellers of workplace solutions on the Internet. The balance of our assortment will be market-based pricing. Successful online sellers like Staples invest in systems and intelligence gathering to strive to ensure that market-based prices are set and maintained in a market-competitive structure. Market-based pricing provides full visibility and disclosure of pricing.	*

61	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Staples proposes the following pricing structure: Core List. The “Core List” represents net priced items which are inclusive of those products predicted to be the most commonly used products by Sourcewell and its Participating Entities. Prices for Core List items provided under this Agreement are set forth in Exhibit 1. The prices for Core List Items, excluding Premium Products, may be updated twice annually on August 1st and February 1st of each year during the term that this Agreement is in effect. Staples may issue a price change adjustment for Core List items by submitting a price change request to Sourcewell thirty (30) days prior to August 1st and February 1st to reflect changes in stock availability, market conditions, buying expense, tariffs and other factors that affect the overall cost of such items. The prices for Premium Products may be updated quarterly each year during the term that this Agreement is in effect. Premium Products are defined as janitorial paper, can liners/trash bags, and Deviated Items that Participating Entities purchase from Staples. “Deviated Items” means products for which Staples receives special pricing from the manufacturer specifically for Sourcewell. Extraordinary Market Events. Staples reserves the right to reasonably adjust a Core Item’s price if extraordinary market events require immediate adjustment (e.g., shortages, trade disputes, natural disasters, etc.) and to adjust pricing with the impact of tariffs, customs, or duties imposed on products. Any such adjustments shall be noticed to Sourcewell with thirty (30) days prior written notice accompanied by supporting documentation. Staples will work with Sourcewell and affected Participating Entities to identify alternative products to mitigate the impact of the foregoing where possible. Staples also reserves the right to impose order quantity limits on any products in the event supply is limited due to shortages or supply constraints caused by extraordinary market events. Updated Items. For purposes of contract management, Staples may provide to Sourcewell an updated report no more than once a calendar quarter, which shall identify the SKU numbers and prices for the new items that Staples and Sourcewell have added, as well as SKU numbers for items that have been removed from the Core List. From time to time, Staples may propose substitutions to Core Items. Sourcewell agrees that it will not unreasonably withhold its consent. Custom Pricing; Rebates & Incentives; Other Terms. Staples may offer additional pricing discounts, rebates, and/or incentives to an individual Participating Entity based upon commitments and variables that may include, but not limited to, participating entity size and scope, geography, purchase volume, guarantees, logistical expenses, manufacturer support, specific product usage, and other contractual terms/requirements. Participating Entities receiving custom pricing or incentives may be required to sign a Participation Agreement with Staples. Non-Core Items. The prices for Non-Core Items shall be quoted at the time of purchase or shall appear on StaplesAdvantage.com and shall be adjusted to reflect changes in stock availability, market conditions, buying expense, and other factors that affect the overall cost of the Non-Core Items. Notwithstanding anything to the contrary, Non-Core Items are not subject to customer audit or any pricing guarantee, nor shall Non-Core Items be subject to the change request process set forth in the Agreement. Sourced Products. Participating Entities may request certain goods that are non-stock or custom in nature (“Sourced Goods”). The prices for Sourced Goods shall be those prices that appear on the ordering platform at the time of order, or as otherwise established between Staples and the applicable Participating Entity at the time the order is placed. Sourced Goods may include additional delivery or handling charges that would be the responsibility of the ordering Participating Entity. Pricing Exhibits. Please see Exhibit 1 – Janitorial Core List Pricing. Tier One Diversity Program. Staples’ Tier One Diversity Reseller Program is available to Sourcewell Participating Entities. Under the Tier One Diversity Reseller Program, Participating Entities may purchase products hereunder from a Diverse Reseller participating in the program. Sourcewell acknowledges that the Diverse Reseller’s pricing to Participating Entities may be higher to reflect the services provided by the Diverse Reseller.
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62	Describe any quantity or volume discounts or rebate programs that you offer.	Our proposal reflects updated attributes related to pricing, assortment and admin fees based on our experience in the Public Sector and with Sourcewell participating entities' behaviors and desires, as well as market conditions. Staples may offer additional pricing discounts and/or incentives to an individual participating entity based upon commitments and variables that may include, but not limited to, entity size and scope, geography, purchase volume, guarantees, logistical expenses, manufacturer support, specific product usage and other contractual terms/requirements. Participating entities receiving custom pricing or incentives may be required to sign a Participation Agreement with Staples.	*
63	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Staples customers frequently request we source goods and services on their behalf that could be non-stock or custom in nature and are within the scope of our sourcing and distribution capabilities. Staples will also facilitate access to these "Sourced Products" and services to Sourcewell and its participating entities. Despite having hundreds of thousands of items available through our e-commerce site, Staples customers often have unique product sourcing needs that range from lollipops to industry-specific proprietary items. To fulfill these unique requests for our customers, Staples maintains a highly specialized non-stock procurement team available to assist our customers with these unique requests. Users can submit special order requests directly through our e-commerce site or through their Staples Account Manager. The non-stock procurement team works diligently to fulfill Sourcewell participating entities product needs quickly and at the lowest possible cost. The prices for Sourced Products shall be those prices that appear on the ordering platform at the time of order, or as otherwise established between Staples and the applicable participating entity at the time the order is placed. Sourced products may include additional delivery or handling charges that would be the responsibility of the ordering entity.	*
64	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	There may be additional services available which are associated with certain products, including, but not limited to: facility solutions, water/coffee dispensers or programs and furniture which at the option of the entity may be purchased or leased at the time of order/agreement. The costs for such services shall be paid to Staples by the Sourcewell participating entity. Additionally, there may be some items where there may be an additional fee charge by the manufacturers that will be passed along to the ordering participating entity.	*
65	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Staples does not apply additional charges or fees for standard delivery of stocked orders. However, there are some special exceptions where a delivery or special handling fee may apply. Most fees will be displayed in the shopping cart on StaplesAdvantage.com upon ordering. Common delivery exceptions that require a surcharge include: • Orders not meeting the minimum order requirements • Stair-carry for upper floor inside deliveries (lack of freight elevator or access to same) • Handling support for facilities that do not operate a fully functioning dock • Expedited deliveries • Manufacturer fees • Deliveries outside Staples' standard distribution area (Alaska and Hawaii) • Bulky, fragile or heavy items such as cases of water, soda, ice melt and chemicals • Furniture unpacking or assembly • Or as otherwise agreed to with participating entity or indicated on our website at the time of purchase Surcharges are calculated on a per-order basis.	*
66	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	In addition to any other agreed upon charges, Staples reserves the right to charge fees to the locations set forth below unless otherwise mutually agreed between Staples and the participating entity in writing. Please note: • Staples does not export any hazardous goods, batteries, white out liquid fluid, cleaning solutions or aerosol cans. • Staples does not export any food items (drink or food). • Staples does not provide any Certificates of Origin (C/O) or Free Trade Certificates. • Freight costs are billed back to the customer on a separate invoice. • Any returns are the responsibility of the customer, including	

delivery, documentation and being named the importer of record into the U.S.

Delivery to Alaska. In-stock items will ship from our Anchorage fulfillment center, and last mile delivery will be by fleet, courier, UPS or USPS, depending on customer location. Items not stocked in the Anchorage fulfillment center may be filled through our Portland, Oregon fulfillment center or a wholesaler location in Seattle, Washington, and be shipped via ocean freight to the Anchorage fulfillment center. Ocean freight can take 10 to 14 days. Last mile delivery will be by fleet, courier, UPS or USPS, depending on customer location. Items that are filled through other Staples fulfillment centers will ship UPS 2nd Day Air up to 159 pounds. Shipments over 159 pounds or items that cannot be shipped via UPS are shipped ocean freight, which can take up to 14 days. Expected delivery date will be provided during the ordering process. To offset the cost of freight, Staples reserves the right to apply an up to 25% surcharge depending on the location in Alaska.

Delivery to Hawaii. Orders will normally be filled through our fulfillment center in Ontario, California. Shipments up to 159 pounds will ship UPS 2nd Day Air. Shipments over 159 pounds or items that cannot be shipped via UPS are shipped ocean freight. Ocean freight shipments take an average of 14 days for delivery. Expected delivery date will be provided during the ordering process. To offset the cost of freight, Staples reserves the right to apply a 25% surcharge and a minimum order of \$200. Hazardous material cannot be shipped to Hawaii. Customers are not set up to allow drop shipments to Hawaii. Instead, for special orders, we process the items as fulfillment center specials and then ship the items from our fulfillment center after it is received from the vendor.

Delivery to Puerto Rico. The following additional delivery terms apply for shipments to Puerto Rico: Shipments up to 150 lbs. will be shipped with transit times of two (2) business days. Shipments over 150 lbs. are shipped via ocean freight. Any goods classified as ORM-D (other regulated materials for domestic transport only) will also ship ocean freight, regardless of weight. No hazardous goods can be shipped to Puerto Rico. Transit time is approximately seven to ten (7 to 10) business days from door to door. Buyer is responsible for all customs or tax filings or applications necessary to effect the importation of the products. Delays may result from Buyer's failure to satisfy all customs clearance requirements. All taxes, fees and other costs (including freight) will be charged back to Buyer on a separate invoice.

Delivery to U.S. Virgin Islands. The following additional delivery terms apply for shipments to the U.S. Virgin Islands: Shipments up to 150 lbs. will be shipped UPS WorldShip, using the most commercially advantageous WorldShip service available, with transit times of approximately three (3) business days. Products weighing over 150 lbs. will be shipped via ocean freight. No hazardous goods can be exported to the U.S. Virgin Islands. Any goods classified as ORM-D (other regulated materials for domestic transport only) will ship ocean freight, regardless of weight, and will require an additional five (5) days of transit time. Buyer is responsible for all customs or tax filings or applications necessary to effect the importation of the products. Delays may result from Buyer's failure to satisfy all customs clearance requirements. All taxes, fees, and other costs (including freight) will be charged back to Buyer on a separate invoice.

Delivery to American Samoa, Guam, Northern Mariana Islands. The following additional delivery terms apply for shipments to American Samoa, Guam and the Northern Mariana Islands: Shipments up to 150 lbs. will be shipped UPS WorldShip, using the most commercially advantageous WorldShip service available, with transit times of approximately five (5) business days. Products weighing over 150 lbs. will be shipped via ocean freight. No ORM-D goods or hazardous goods can be exported to these locations. Buyer is responsible for all customs or tax filings or applications necessary to effect the importation of the products. Delays may result from Buyer's failure to satisfy all customs clearance requirements. All taxes, fees and other costs (including freight) will be charged back to Buyer on a separate invoice.

Import/Export. If Staples agrees to export products from the U.S. to Buyer's locations outside the U.S. (including but not limited to Mexico, Canada and all U.S. Possessions and Territories) (for these purposes referred to as "Other Locations"), the following applies: (a) Staples will not be the Importer of Record for any products shipping to Other Locations. Buyer or Buyer's agent shall nominate a customs clearing agent to act on its behalf and to facilitate the import

		customs clearance process. Buyer shall be responsible for obtaining any documentation, such as special permit(s) or license(s) that may be required to import products; (b) Buyer shall be responsible for payment of any customs clearance and duties and taxes and the full freight cost of the shipment; (c) Staples will not provide Certificates of Origin (C/O) or Free Trade Agreement certificates; (d) Staples will not export the following products: ORM-D (Other Regulated Materials-Domestic); consumables; and/or products prohibited from export by Staples' vendors; (e) Staples will not export products to Other Locations in the event any export restriction applies; and (f) Staples will not accept returns from Other Locations unless agreed in writing.
67	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Staples delivers an average of 550,000 cartons per day. Our delivery experience, combined with our advanced distribution network, makes us the industry leader. We recently increased the square footage across our 22 strategically located fulfillment centers, ensuring we have more product in stock for next-business-day deliveries. Staples uses a combination of our own fleet, national delivery services, Staples-exclusive carriers and third-party couriers to ensure the fastest, most efficient delivery options for our customers. Our third-party couriers undergo a rigorous evaluation process, and we require them to meet our customers' service level agreements. Staples couriers are selected based on the caliber of their management and delivery drivers, their equipment and, more specifically, their ability to provide timely and excellent customer service. Desktop & Premium Delivery Options As part of each participating entity's account setup, we discuss the individual needs and develop delivery protocols that make it easy to do business with Staples. Our normal delivery hours are 8:00 a.m. to 5:00 p.m. local time, Monday through Friday. Requests for premium delivery service are vetted by our internal transportation team prior to approval. Examples of premium delivery service include: • Desktop delivery (desk to desk) • Specific delivery windows (before noon, after 10:00 a.m., etc.) • Inside delivery (specific floor) • Mailroom delivery (by floor) • Loading boxes through an X-ray machine prior to making delivery Additional costs may apply for premium services and is customized based on each participating entity's specific requirements. Some premium services may not be available in all locations. Same-Day Deliveries Same-business-day delivery can be reviewed as a possibility by contacting Staples Customer Service. To ensure all appropriate process checks are completed, we recommend a cut-off time of 11:30 a.m. local time. To account for added transportation costs and courier fees incurred on our end, we do require a separate charge for same-business-day requests. There are some exceptions to same-day delivery service. The delivery location must be within 50 miles of a Staples fulfillment center. Further, the fulfillment center must have the capacity to handle the request that day. In addition, the following items cannot be delivered same day: • HAZMAT items (this includes items that contain Lithium batteries) • Liquid • Food and beverage items • Custom items • Drop ship or special-order items • Orders containing more than six SKUs • Furniture Buy Online, Pick up in Store Our industry-leading network of U.S. stores gives participating entities easy same-day purchasing solutions. Participating entities can purchase a wide variety of items on StaplesAdvantage.com and pick their items up in one hour or less at any of our U.S. retail stores. This allows Sourcewell participating entities to buy within their established purchasing program, with their contract rules and pricing, for same-day purchases. Users can even filter by Pick Up in Store to make those emergency purchases quicker.

68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	At Staples, we take our national contract obligations seriously. We have a long history of providing accurate pricing and conducting compliance audits with Sourcewell and its participating entities. To maintain contract compliance, we continually verify our pricing data and hold ourselves accountable to the highest internal pricing standards. As such, we have multiple processes in place to ensure pricing accuracy and consistency. For example, national contract pricing is managed and maintained by a single, knowledgeable and experienced pricing team. This ensures that all pricing is consistent with the contract terms and requirements. We also review pricing on a regular basis and compare it to the contract pricing requirements. This further guarantees that your participating entities receive pricing that is consistent. Additional audits and periodic pricing checks may be conducted randomly throughout the term of the contract to add an extra level of protection and audit control as deemed necessary to maintain our pricing integrity.	*
69	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Some internal metrics used to measure success with the contract include number of participating entities under the contract, geographic distribution of participating entities, sales and number of orders by participating entity, remaining potential, and year over year sales growth. Additionally, success metrics can be mutually established and measured in scheduled business reviews between Staples and Sourcewell. Having been a Sourcewell Janitorial Products contract awardee for the past 13 years, we know that we need to continually raise the bar in our national contract performance. As a current Sourcewell-awarded supplier, we commit to increasing our overall value with the built-in flexibility to accommodate the evolving needs of your participating entities.	*
70	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	The Administrative Fee shall be calculated as a percentage of Net Sales (defined below) as follows: Unless otherwise mutually agreed to in writing by Sourcewell and Staples, Staples will pay Sourcewell an administrative fee of one and half percent (1.5%) of the Participating Entities' aggregate Net Sales during each calendar quarter, which have been timely paid, to be paid within forty-five (45) days after the end of each calendar quarter. Net Sales is defined as the gross sales price of Products purchased pursuant to the Agreement, less shipping costs (including freight charges and insurance), taxes, duties, any rebates or fees actually paid, discounts and allowances actually taken, rejections and returns to the extent credit is given or paid, and also excluding purchases of Market Priced Items (defined below) and purchases made via (i) Staples.com, or (ii) any Staples retail channel. Market Priced Items are defined as cash equivalents (e.g., gift cards, postage, etc.), certain custom and special order, and/or certain net priced items or items subject to a manufacturer's MAP policy.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
71	The pricing offered does not fit the categories above. Please specify the basis for the pricing offered, including any unique circumstances or justifications that apply.	Staples supplies a significant number of government agencies and numerous GPOs and cooperative procurement organizations that range in size, geography, purchase volume, guarantees, logistic expenses, incentives, manufacturer support and other contractual terms/requirements. Additionally, Staples provides a wide variety of products and services, including many that are customized and therefore based on customers' specifications. As a result, while pricing may vary, Staples feels that its proposal provides competitive pricing and exceptionally strong value-added attributes.

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *
72	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	Staples Business Advantage stocks over 5,000 professional cleaning products and offers next day delivery to 98% of the US. Stocked items include janitorial, cleaning, restroom and facilities products including janitorial paper, restroom soap dispensers, automatic paper towel dispensers, janitor carts, professional cleaning chemicals, floor cleaning equipment, floor cleaners, floor stripping chemicals, disinfectants, safety supplies and much more. As one of the largest providers of cleaning and janitorial supplies in the country, we carry all the top brands including Coastwide Professional, Georgia-Pacific, Kimberly-Clark, Diversey, GOJO, Rubbermaid, Betco, Reckitt, Kimberly-Clark, Clorox, Heritage and much more. We also offer an array of environmentally preferable alternatives that were designed specifically for their minimal impact on the environment, including a new innovative product brand exclusive to Staples under the Coastwide brand that carries the Eco-ID™ mark. Please see Attachment 6 - Product & Service Offering for more details on the scope of products and services that we provide.

73	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	With Staples, participating entities can rely on one source for a full range of janitorial supplies and facility needs: Janitorial & Cleaning • Tissues, towels and dispensers • Can Liners and Waste Receptacles • Dilution Control Chemicals • Chemical dispensing systems • Air Fresheners & Deodorizers • Floor Care: mops, brooms and brushes • Cleaning Chemicals & Wipes • Hand Soaps & Sanitizers • Cleaning tools and supplies • Floor and entryway matting • Floor maintenance pads, sponges and abrasives • Hard floor and carpet care maintenance equipment Air Filtration • HVAC Air Filters • Air Purifiers – Commercial Wall-Mounted • Air Purifiers – Commercial Portable Breakroom • Coffee: K-Cups, Filters, Sweeteners, Creamers, Stirrers & Straws, Coffee Filters • Plates, Cups, Hot cups, Sleeves, Napkins & Cutlery • Breakroom Appliances: Napkin Dispensers, Microwaves, Water Filters & Dispensers • Breakroom Furniture: Table & Chair Sets, Coffee Cart, Boards & Easels, Stacking & Folding Chairs, Cafeteria Tables • Snacks with healthy options • Single cup, pour-over and direct waterline coffee brewer options • Large assortment of coffees, hot cocoa and teas • Water filtration systems and bottled water delivery programs • Eco-conscious paper goods Pack & Ship • Corrugated boxes • Poly, flat and re-closable bags • Shrink bags, film and tubing • Pallet sheets, furniture covers • Bubble and crushproof mailers • Stretch wrap and dispensers • Custom and preprinted labels • Package cushioning and void fill • Stock and pre-printed tape • Industrial labelers • Digital mailing scales • Carts, dollies and pallet trucks Safety • Anti-bacterial soaps • Sanitizers and tissues • Touch-free dispensers • Disinfectant cleaners • Gloves, coveralls and rainwear • Hearing protection • Fire protection • Respirators • First aid kits and refills • Eye wash stations and spill kits • Safety signage • Personal protective equipment • Hard hats, vests, masks, safety glasses First Aid • Emergency preparedness • Medical and healthcare supplies • Sanitizing wipes, sprays and industrial cleaners • Anti-microbial keyboards, wrist rests, mice, pens • Fire alarms, extinguishers and oily wastes cans • Safety tape, signage and crowd-control products
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Table 8B: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
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74	Cleaning supplies and chemicals	☒ Yes ☐ No	Our cleaning supplies and chemicals include cleaners, cleaning tools and supplies, tissues, towels, can liners and wastebaskets, mops, brooms and brushes, floor and entryway matting, floor maintenance pads, sponges and abrasives. Please see Attachment 6 and Questions 72-73 above for more details.	*
75	Janitorial Equipment	☒ Yes ☐ No	Our janitorial equipment includes tissue and towel dispensers, chemical dispensing systems and dilution control, hard floor, carpet care maintenance equipment and more. Please see Attachment 6 and Questions 72-73 above for more details.	*
76	Consumable items, disposable and hygiene supplies	☒ Yes ☐ No	Please see Attachment 6 and Questions 72-73 above for more details.	*
77	Facility and sanitary maintenance products	☒ Yes ☐ No	Please see Attachment 6 and Questions 72-73 above for more details.	*
78	Breakroom supplies	☒ Yes ☐ No	From coffee and coffee brewers to water coolers, cutlery and snacks, the wide variety of breakroom products we offer continues to match the needs of every generation in the workforce: • Single serve and traditional coffee brewers • Wide assortment of coffees, teas, hot cocoa and condiments • Cups, sleeves, stirrers and straws • Paper products, plates and cutlery • Soda, energy drinks, snacks and candy, with a wide variety of healthier options • Water systems, both plumbed and bottled • Cleaning products • Appliances and breakroom furniture Please see Attachment 6 and Questions 72-73 above for more details.	*
79	Facility safety supplies	☒ Yes ☐ No	Our facility safety supplies include anti-bacterial soaps, sanitizers and tissues; touch-free dispensers; disinfectant cleaners; gloves, coveralls and rainwear; hearing protection; fire protection; respirators; first aid kits and refills, eye wash stations and spill kits; safety signage; personal protective equipment: hard hats, vests, masks and safety glasses. Please see Attachment 6 and Questions 72-73 above for more details.	*
80	Proposer must include one or a combination of the offerings listed in 74 - 79 above in their proposal to be eligible to propose janitorial or custodial-related software, applications, or platforms as a complementary solution.	☒ Yes ☐ No	Yes, in addition to Sections 8a. and 8b. above and Attachment 6, as well as our non-core and sourced goods product offering.	*
81	Proposer must include one or a combination of the offerings listed in 74 - 79 above in their proposal to be eligible to propose customer support, training, and assessment services as a complementary solution.	☒ Yes ☐ No	Yes, in addition to Sections 8a. and 8b. above and Attachment 6, as well as our non-core and sourced goods product offering.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Exhibit 1 - Janitorial Core List Pricing.xlsx - Friday August 23, 2024 09:55:39
 - [Financial Strength and Stability](#) - Attachment 1 - Staples Financial Stability vF.pdf - Friday August 23, 2024 09:48:54
 - [Marketing Plan/Samples](#) -Attachment 4 - Sourcewell FS RFP Marketing Plan_vF.pdf- Friday August 23, 2024 09:54:37
 - [WMBE/MBE/SBE or Related Certificates](#) - Staples' Supplier Diversity Programs (q.47-55).pdf - Friday August 23, 2024 09:53:56
 - [Standard Transaction Document Samples](#) - Sourcewell Participating Agreement.pdf- Friday August 23, 2024 09:54:03
 - [Requested Exceptions](#) - Sourcewell Contract Template RFP 082724 - Janitorial Supplies - Staples Redline.docx - Friday August 23, 2024 09:54:11
 - [Upload Additional Document](#) - Staples Additional Attachments.zip - Monday August 26, 2024 07:47:45

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jeff Hall, Chief Financial Officer, Staples Contract & Commercial LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

☐ Yes ☒ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_9_Janitorial_Supplies_RFP082724 Mon August 19 2024 02:56 PM	☒	1
Addendum_8_Janitorial_Supplies_RFP082724 Fri August 16 2024 01:47 PM	☒	2
Addendum_7_Janitorial_Supplies_RFP082724 Thu August 8 2024 02:34 PM	☒	2
Addendum_6_Janitorial_Supplies_RFP082724 Wed August 7 2024 02:56 PM	☒	2
Addendum_5_Janitorial_Supplies_RFP082724 Fri August 2 2024 08:55 AM	☒	1
Addendum_4_Janitorial_Supplies_RFP082724 Thu July 18 2024 09:46 AM	☒	1
Addendum_3_Janitorial_Supplies_RFP082724 Tue July 16 2024 04:13 PM	☒	2
Addendum_2_Janitorial_Supplies_RFP082724 Thu July 11 2024 03:44 PM	☒	1
Addendum_1_Janitorial_Supplies_RFP082724 Tue July 9 2024 12:58 PM	☒	1



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: October 2, 2025

Item #: 12.A.6. Sourcewell Contract Purchase - Office Supplies.

Department: Finance

Presented By: Felicia Anderson

Item Attachments: 1. Sourcewell Contract #070924 - Office Supplies - Staples

Summary:

This will approve the Sourcewell contract for the purchase of office supplies for the city through Staples.

Background Information:

This is the Sourcewell contract for office supplies with Staples using Contract #070924SCC.

This will allow the city to purchase office supplies until February 2, 2029 with the possibility of up to three (3) one-year extensions.

Financial Summary:

These supplies are the standard budgeted purchases used in all city departments.

Staff Recommendation:

Staff recommends approval.



Solicitation Number: 070924

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Staples Contract & Commercial LLC, 500 Staples Drive, Framingham, MA 01702 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Office Supply and Workplace Catalog Solutions from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective on February 3, 2025.

EXPIRATION DATE AND EXTENSION. This Contract expires February 2, 2029, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Products and installation thereof will conform to specifications as stated in manufacturer documentation. Supplier will pass through all manufacturers' warranties to Participating Entities (copies of such manufacturer warranties provided upon request). Supplier warrants that all Products branded TRU RED, Perk, NXT Technologies, Union & Scale, or Coastwide Professional are: (1) merchantable; (2) of good quality and workmanship; (3) free from defects, latent or patent, in material, design, and workmanship for whichever period is shorter, either (a) one year from the date of purchase, or (b) as otherwise specified on the packaging of the Products; (4) fit, sufficient and safe for their intended purpose and for the particular purpose for which they were designed; and (5) in conformity with Supplier's samples, if any. Supplier warrants that for a period of one year from performance, installation and assembly Services will meet or exceed generally accepted standards in the industry and will meet any required specifications mutually agreed upon by Supplier and Participating Entity. Additional warranties applicable to specific product categories, if any, are set forth in Supplier's proposal. THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, ORAL OR WRITTEN, EXPRESS OR IMPLIED. SUPPLIER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcwell receives the most current information. Supplier may utilize certain company affiliates under the Staples, Inc. umbrella to serve as authorized dealers and distributors under this agreement. Any sales by such affiliates pursuant to the Contract would be reflected in a written agreement between such affiliate and the Participating Entity with reference made to this Contract. These affiliates

include, but are not limited to HiTouch Business Services LLC, and Southwest School & Office Supply.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

Supplier will use commercially reasonable efforts to ship Products ordered by Participating Entities before 3:00 p.m. local time within one (1) business day after acceptance of a purchase order, except for backordered, special-order, or out of stock Products. If a Product is backordered or shipment is delayed for any reason, Participating Entity will be notified of a delay and Supplier will deliver the delayed Product as promptly as commercially practicable. Supplier will treat delayed orders as active until Participating Entity contacts Supplier and provides other instructions. Supplier's standard shipments will be F.O.B. Participating Entity's location in the forty-eight (48) contiguous United States. Additional charges may apply for desk-top delivery, special delivery, non-standard delivery, rush delivery, or special or custom order products or as

noted on Supplier's e-commerce platform. Title and risk of loss for the Products will pass to Participating Entity at the time the Products are delivered to Participating Entity. Eligible products purchased online and picked up at a Supplier retail location will be available for pick up two hours after approval, charged at time of pick up, and cancelled if not picked up after five (5) days. Sales tax will be calculated based upon order pick up location. Participating Entity's invoice may not separately designate these items as "in-store pick up." Certain items may incur an additional charge (typically furniture items) which will be invoiced to the Participating Entity, if applicable. Unless otherwise agreed by Supplier and a Participating Entity, all orders shall be subject to a minimum order size of \$35.00 per order. Orders not meeting the foregoing minimum will be charged a \$7.99 fee.

The following will apply for shipments to Alaska or Hawaii: Shipments up to 159lbs. are shipped UPS 2nd Day Air. Shipments over 159lbs. or items which cannot be shipped via UPS (e.g. items classified as hazmat and/or ORM-D) are shipped ocean freight. Supplier will not ship any fully regulated hazmat items, which are shipped directly from the vendor. Ocean shipments are delivered approximately fourteen (14) days from shipment. Shipments to Alaska or Hawaii may be subject to a 25% surcharge. Additional terms and fees for shipments to certain locations (including, without limitation, Alaska, Hawaii, Puerto Rico, and U.S. Virgin Islands) are set forth in Supplier's proposal.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

Core List. The “Core List” represents net priced items which are inclusive of those products predicted to be the most commonly used products by Sourcewell and its Participating Entities. Prices for Core List items provided under this contract are set forth in **Exhibit 1**.

The prices for Core List Items, excluding Premium Products may be updated twice annually on August 1st and February 1st of each year during the term that this contract is in effect. Supplier may request a price change adjustment for Core List items by submitting a price change addendum to Sourcewell thirty (30) days prior to August 1st and February 1st to reflect changes in stock availability, market conditions, buying expense, tariffs and other factors that affect the overall cost of such items.

The prices for Premium Products may be updated quarterly of each year during the term that this contract is in effect. Premium Products are defined as copy paper, toner, ink, janitorial paper, can liners/trash bags, technology, furniture, and Deviated Products that Participating Entities purchase from Supplier. “Deviated Products” is defined as Products for which Seller receives special pricing from the manufacturer specifically for Sourcewell.

Extraordinary Market Events. Supplier reserves the right to reasonably adjust a Core Item’s price if extraordinary market events require immediate adjustment (e.g., shortages, trade disputes, natural disasters, etc.) and to adjust pricing with the impact of tariffs, customs, or duties imposed on products. Any such adjustments shall be noticed to Sourcewell with thirty (30) days prior written notice accompanied by supporting documentation. Supplier will work with Sourcewell and affected Participating Entities to identify alternative products to mitigate the impact of the foregoing where possible.

Updated Items. For purposes of contract management, Supplier may provide to Sourcewell an updated report no more than once a calendar quarter, which shall identify the SKU numbers and prices for the new items that Supplier and Sourcewell have added, as well as SKU numbers for

items that have been removed from the from the Core List. Supplier may from time to time propose substitutions to Core Items. Sourcewell agrees that it will not unreasonably withhold its consent.

Custom Pricing; Rebates & Incentives; Other Terms. Supplier may offer additional pricing discounts, rebates and/or incentives to an individual Participating Entity based upon commitments and variables that may include, but not limited to, Participating Entity size and scope, geography, purchase volume, guarantees, logistical expenses, manufacturer support, specific product usage and other contractual terms/requirements. Participating Entities receiving custom pricing or incentives may be required to sign a Participation Agreement with Supplier.

Non-Core Items. The prices for Non-Core Items shall appear on StaplesAdvantage.com and shall be adjusted to reflect changes in stock availability, market conditions, buying expense, and other factors that affect the overall cost of the Non-Core Items. Notwithstanding anything to the contrary, Non-Core Items are not subject to customer audit or any pricing guarantee, nor shall Non-Core Items be subject to the Change Request process set forth in this Section 4.

Sourced Goods. Participating Entities may request certain goods that are non-stock or custom in nature. The prices for Sourced Goods shall be those prices that appear on the ordering platform at time of order, or as otherwise established between Supplier and the applicable Participating Entity at the time the order is placed. Sourced Goods may include additional delivery or handling charges that would be the responsibility of the ordering Participating Entity.

Pricing Exhibits. Please see our Pricing Exhibits for pricing details on the following categories:

- Exhibit 1 – Core List Pricing
- Exhibit 2 – Print Services
- Exhibit 3 – Staples Promotional Products
- Exhibit 4 – Staples Technology Solutions

Tier One Diversity Program. Supplier's Tier One Diversity Reseller Program is available to Participating Entities. Under the Tier One Diversity Reseller Program, Participating Entities may purchase Products hereunder from a diverse reseller participating in the program. Sourcewell acknowledges that the diverse reseller's pricing to Participating Entities may be higher to reflect the services provided by the diverse reseller.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's

authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

Notwithstanding anything to the contrary, a Participating Entity's participation hereunder, including, for the avoidance of doubt, and extension of credit hereunder, is contingent upon Participating Entity's satisfaction of Supplier's standard credit requirements. Supplier also reserves the right to refuse sales of Products to Participating Entities reselling such Products. To the extent a Participating Entity has a pre-existing separate agreement with Supplier, Supplier reserves the right not to sell products and services under multiple agreements to that Participating Entity.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be

negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

Supplier reserves the right to terminate a purchase order pursuant to which a Participating Entity requests or demands services to be performed not enumerated by the terms of this Contract.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities,

pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

The administrative fee referenced in this Section shall be calculated as a percentage of Net Sales (defined below) as follows:

Unless otherwise mutually agreed to in writing by Sourcewell and Supplier, and except as stated below, Supplier will pay Sourcewell an administrative fee of one and half percent (1.5%) of the Participating Entities' aggregate Net Sales during each calendar quarter, which have been timely paid, to be paid within forty-five (45) days after the end of each calendar quarter.

An exception to the above 1.5% admin fee would be that Supplier will pay Sourcewell one quarter of one percent (0.25%) on technology product Net Sales.

Net Sales is defined as the gross sales price of the Products purchased pursuant to this Contract, less shipping costs (including freight charges and insurance), taxes, duties, any rebates or fees actually paid, discounts and allowances actually taken, rejections and returns to the extent credit is given or paid, and also excluding purchases of Market Priced Items and purchases made via (i) Staples.com, or (ii) any Seller retail channel.

Market Priced Items are defined as cash equivalents (e.g. gift cards, postage, etc.), certain custom and special order, and/or certain net priced items or items subject to a manufacturer's MAP policy.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the

end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract. Any audit requests shall be made with thirty (30) days advance written notice and shall be conducted during normal business hours and Supplier's corporate offices. If a third-party consultant or auditor is used, Supplier may require the execution of a confidentiality agreement prior to receiving access to any records.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid. This Section shall not apply to Supplier's delivery, installation, design, repair, or refurbishment obligations hereunder, which Supplier may subcontract to reasonably qualified third parties.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS, LIABILITY

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

Neither party nor its officers, directors, employees or Affiliates shall be liable to the other for any special, indirect, incidental, consequential, punitive or exemplary damages, including, but not limited to, lost profits, business interruption, loss of data, or cost of cover, even if the party alleged to be liable has knowledge of the possibility of such damages. The limitations set forth in this Section shall not apply to or in any way limit liabilities arising from a party's gross negligence or willful misconduct, or from the confidentiality or indemnification obligations of that party.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY**. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING**. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT**. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE**. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office (“ISO”) Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer’s Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier’s professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone

policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending

Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

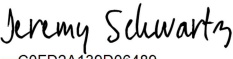
Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation. In addition, Supplier may

terminate this Contract for any reason (i.e., for convenience) with respect to an individual Participating Entity by delivering not less than 90 days prior written notice thereof to Sourcewell and the applicable Participating Entity.

Sourcewell

Staples Contract & Commercial LLC

Signed by:


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By: _____

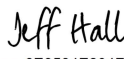
Jeremy Schwartz

Title: Chief Procurement Officer

11/7/2024 | 3:01 PM CST

Date: _____

Signed by:


6E8584E204FD403...

By: _____

Jeff Hall

Title: Chief Financial Officer

11/7/2024 | 2:52 PM CST

Date: _____

RFP 070924 - Office Supply and Workplace Catalog Solutions

Vendor Details

Company Name: Staples Contract & Commercial LLC
500 Staples Drive
Address: Framingham, MA 01720
Contact: Sandy Long
Email: sandy.long@staples.com
Phone: 404-510-9974
HST#: 04-3390816

Submission Details

Created On: Thursday May 16, 2024 06:53:27
Submitted On:
Submitted By: Sandy Long
Email: sandy.long@staples.com
Transaction #:
Submitter's IP Address:

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Staples Contract & Commercial LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	HiTouch Business Services LLC and Southwest School and Office Supply are affiliates of Staples Contract & Commercial LLC, and wholly owned subsidiaries of Staples, Inc.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Staples Contract & Commercial LLC is a wholly owned subsidiary of Staples, Inc. Our Contract & Commercial division supports our business-to-business customers with all the products and services we offer. Our lines of business names include: • Staples Business Advantage • Staples Advantage • Staples • Staples.com • Staples Business Credit • Staples Facility Solutions • Staples Promotional Products • Staples Furniture Solutions • Staples Technology Solutions • Staples Pack and Ship Solutions • Staples Installation Services • Staples Print and Marketing Services	*
4	Proposer Physical Address:	500 Staples Drive, Framingham, MA 01702	*
5	Proposer website address (or addresses):	www.StaplesAdvantage.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jeff Hall, Chief Financial Officer 500 Staples Drive, Framingham, MA 01702 Phone: (508) 253-5000 Email: Jeff.Hall@Staples.com	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Sharon Burgess, Strategic Account Director – Public Sector 500 Staples Drive, Framingham, MA 01702 Phone: (813) 469-7256 Email: Sharon.Burgess@Staples.com	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jeremy Landis, Area Vice President – Public Sector 500 Staples Drive, Framingham, MA 01702 Phone: (571) 695-9856 Email: Jeremy.Landis@staples.com Adam Moriarty, Vice President – Public Sector 500 Staples Drive, Framingham, MA 01702 Phone: (508) 253-2531 Email: Adam.Moriarty@Staples.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Staples was founded in 1986 by Tom Stemberg, who was inspired to create an office supply superstore after struggling to find a printer ribbon during a holiday. The first store was opened in the Brighton neighborhood of Boston. Since then, Staples has grown significantly, both organically and through acquisitions. By 1989, there were 23 retail stores nationwide. In 1993, we launched Staples Contract & Commercial to focus on the needs of the business-to-business market. In 2008, we acquired Corporate Express, further expanding our capabilities in the business-to-business market. In 2017, we became a private company when we were acquired by Sycamore Partners. Our core values include embracing diversity, sustaining the environment, giving back to our communities, and practicing sound ethics. We believe that doing business right is the key to doing business well. Our business philosophy is to make our customers' jobs easier through our expertise in product selection, fulfillment, customer service and account management. We offer a wide selection of products and services specially curated for our customers' unique needs, and we provide easy online ordering and fast, reliable delivery. We have been in the industry for 38 years, providing a range of products and services beyond the paper, ink, and toner we're known for. We are experts in technology and conferencing equipment, cleaning products, furniture, and breakroom items like snacks and coffee. We also provide comprehensive print management programs and promotional capabilities. Our industry longevity and experience have allowed us to develop industry-specific solutions and best practices for all our customer sectors, including financial services, consumer products, business services, manufacturing, government, healthcare, media, telecommunications and utilities.	*

10	What are your company's expectations in the event of an award?	Upon award, Staples would continue to build on our long-standing partnership with Sourcewell by continuing to provide member-specific solutions for value, efficiency, and savings to new and existing Sourcewell participating entities. Our goal is to introduce many new Sourcewell participating entities to the benefits that our Sourcewell-awarded contract offers. We will continue to be a proven partner and resource for your participating entities by providing industry intelligence, advice and research collateral to further supplement the products and services we offer. With the implementation of our dedicated Public Sector sales teams, the expectation would be to increase value creation and contract utilization with Sourcewell participating entities.	*
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Staples became a private company in 2017 and no longer publicly reports our financial information. Staples represents that it has the financial resources available to fulfill its obligations under an agreement reached between Staples and Sourcewell participating agencies. Please see Attachment 1 – Staples Financial Stability for Staples' 2023 financial information and current bank and trade references. Staples' response to question 11 should be considered as "Trade Secret", as defined by Minnesota Statutes 13.37, subd. 2, Minn. Statute 13.01 et seq. Staples requests that Sourcewell notify Staples prior to any proposed or intended disclosure of this information.	*
12	What is your US market share for the solutions that you are proposing?	The industry remains highly fragmented with more than 2,000 competitors — we estimate that our market share is less than 10% in the United States. Staples' leading financial position allows the company to invest in its business, expand its products and services and provide customers with the confidence of working with a strong and stable supplier. Staples' response to question 12 should be considered as "Trade Secret", as defined by Minnesota Statutes 13.37, subd. 2, Minn. Statute 13.01 et seq.	*
13	What is your Canadian market share for the solutions that you are proposing?	As the industry leader, Staples Professional has significant share of the total market across many specific categories (office supplies, print and promo, technology, facility solutions, etc.) in Canada, and leverages extensive buying power and scale to continually offer customers the lowest total delivered cost. Staples Professional has established a strong leadership position in this industry by delivering quality products, an exceptional customer service model, innovative procurement programs and a relentless drive to make more happen for customers.	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No. Staples Contract & Commercial LLC has never filed for a bankruptcy action.	*
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Staples is best described as a distributor/reseller. Staples is authorized to resell the products offered in this proposal. Staples has our own sales force and delivery fleet, but we augment our drivers with third-party delivery companies and couriers. Staples also intends to utilize certain company affiliates under the Staples, Inc. umbrella to serve as authorized dealers and distributors under this agreement. Any sales by such affiliates pursuant to this agreement would be reflected in a written agreement between such affiliate and Sourcewell participating entity with reference made to the Staples/Sourcewell contract.	*
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Staples is licensed to do business in all 50 U.S. states, Puerto Rico and U.S. territories. Staples is fully compliant with all applicable federal and state laws and regulations. Staples also requires that all third-party companies and subcontractors that may be utilized in the provision of the services contemplated under this RFP hold all required business licenses and certifications required by law. The following are functions where Staples may involve subcontractors in the provision of the products and services contemplated by this RFP: • Tier 1 and some Tier 2 Diversity Programs may be subcontracted to one of our diversity reseller partners. Our diversity resellers hold varying certifications depending on their business classification and location. • Certain types of print services and promotional products may be subcontracted to our network of qualified strategic suppliers. • Some product lines, such as janitorial and breakroom may involve service, repair and installation functions that may be subcontracted to our installer network. • Staples uses third-party vendors to perform some services, such as using UPS or local couriers to make deliveries, but we do not consider these to be subcontractors. Staples reserves the right to utilize company affiliates under the Staples, Inc. umbrella to serve as authorized dealers and distributors under this agreement. Any sales by such affiliates pursuant to this agreement would be reflected in a written agreement between such affiliate and the Sourcewell participating entity with reference made to the Staples/Sourcewell contract.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Staples Contract & Commercial LLC has not been debarred, suspended, proposed for debarment or declared ineligible for the award of contracts by any federal agency during the past ten years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Thanks to the collaborative effort of our leadership team and our associates, Staples continuously receives rewards and accolades for our service and corporate responsibility. Here is a sampling of the many awards we have received: COMPANY RANKINGS #73 on Forbes America's Largest Private Companies list for 2023 #68 on National Retail Federation Top 100 Retailers list for 2023 ENVIRONMENTAL AWARDS & RECOGNITIONS - Staples scored a 50 rating overall in our most recent EcoVadis assessment, which earned us a bronze medal - Staples received a B rating for the Carbon Disclosure Project's (CDP) 2023 assessment DIVERSITY AWARDS & RECOGNITIONS - Recipient of the prestigious WBENC America's Top Corporation for Women's Business Enterprise Award for 2024 - Score of 80 on the 2023 Corporate Equality Index (CEI) from the Human Rights Campaign, the national benchmarking tool measuring policies, practices and benefits pertinent to LGBTQ employees - Named one of the 2021 Best Places to Work for LGBTQ Equality by the Human Rights Campaign SUPPLIER AWARDS - CoreTrust "Supplier Award – Most Collaborative Partner" (2024) - HealthTrust Supplier of the Year (2019)	*
19	What percentage of your sales are to the governmental sector in the past three years	Staples considers corporate financial information to be proprietary. However, based on our own mutual sales, we achieved over \$167M in state and municipal government sector sales annually under our Sourcewell awarded contracts.	*
20	What percentage of your sales are to the education sector in the past three years	Staples considers corporate financial information to be proprietary. However, based on our own mutual sales, we achieved over \$173M in education sector sales annually under our Sourcewell awarded contracts.	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Staples holds the following national public sector cooperative contracts: - Sourcewell - NASPO ValuePoint - NPP Gov - E&I - BuyBoard Staples holds numerous state office products purchasing contracts throughout the U.S, including multiple states that have adopted our existing Sourcewell 012320-SCC Office & Related Supplies contract as their state office supplies contract vehicle. Each of these contracts have been awarded to meet the unique requirements of the issuing agencies. Though specific sales volumes are confidential, each of the identified cooperative contracts above have annual sales that range between \$5 million to \$1 billion.	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Staples has the following GSA contracts: 47QSEA19D008T – Enhanced SIN for Office Supplies & Services/Office Supplies 4th Generation (OS4) and Packaged Office Furniture 47QSCC24D000G - GSA Commercial Platform contract (commercial online marketplace contract) Staples considers specific sales volumes for these contracts confidential.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Hillsborough County Public Schools	Camille Massey, Senior Procurement Officer	(813) 272-4370	*
University of Colorado	Jenny Casanova, Senior Procurement Manager	(303) 764-3413	*
County of Sacramento	Zachary Mello, Senior Contract Services Officer	(916) 875-6104	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Hillsborough County Public Schools	Education	Florida - FL	Office Supplies and related products and services	Staples' sales under this contract are high-volume and low-dollar resulting in thousands of individual transactions for this customer over a 3-year period.	Individual customer sales for the 3-year period fall between \$5M - \$25M	*
County of Riverside	Government	California - CA	Office Supplies and related products and services	Staples' sales under this contract are high-volume and low-dollar resulting in thousands of individual transactions for this customer over a 3-year period.	Individual customer sales for the 3-year period fall between \$5M - \$25M	*
County of San Bernardino	Government	California - CA	Office Supplies and related products and services	Staples' sales under this contract are high-volume and low-dollar resulting in thousands of individual transactions for this customer over a 3-year period.	Individual customer sales for the 3-year period fall between \$5M - \$25M	*
Charter School Department of Education	Education	New York - NY	Office Supplies and related products and services	Staples' sales under this contract are high-volume and low-dollar resulting in thousands of individual transactions for this customer over a 3-year period.	Individual customer sales for the 3-year period fall between \$5M - \$25M	*
City of Houston	Government	Texas - TX	Office Supplies and related products and services	Staples' sales under this contract are high-volume and low-dollar resulting in thousands of individual transactions for this customer over a 3-year period.	Individual customer sales for the 3-year period fall between \$5M - \$25M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
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25	Sales force.	Staples has a national service footprint and provides sales coverage across the U.S. The map and listing attached does not include the locations of our remote sales teams and account leaders. We have more than 1,800 sales associates dispersed in every major city and market so that we are close to your participating entities and can quickly meet their needs. Please see Attachment 2 for a list of our sales offices nationwide. Recently, we organized our Sales Teams into industry-aligned verticals: Commercial; Public Sector (Government, Education and Non-Profits); and Healthcare. This provides our customers with a partner with expertise in the products, trends, and specific contract needs of their industry. Additionally, we've invested in new digital touchpoints such as new chat features and Partner Portals, to provide our customers with access to modern and efficient ways to connect with the Sourcewell participating entity's Staples team. Staples understands the Public Sector has its own service needs, requirements and structure. Staples has a dedicated Public Sector organization with senior professionals in key leadership areas that will be assigned to Sourcewell and its participating entities. They include the following: AREA VICE PRESIDENT STRATEGIC ACCOUNTS – PUBLIC SECTOR • Oversees the ongoing management of all Public Sector cooperative contracts • Works with all levels of the sales organizations and customers • Shares best practices based on all related issues and resolutions STRATEGIC ACCOUNT DIRECTOR • Manages and maintains relationships with senior executive team members within cooperative contracts • Develops strategy to inform and train sales teams that support the members of Public Sector contracts • Subject matter expert to their designated vertical customer segment LARGE ACCOUNTS • Business Development Director – Prospective customer's point of contact for contracting and implementation. They identify needs and develop a tailored program for Public Sector customers. Once implemented, they manage the transition to an Account Executive. • Account Executive – Dedicated Member point of contact that oversees ongoing program management. Locally aligned to customers, Account Executives conduct regular business reviews and develop strategies to lower procurement costs and increase compliance. • Customer Success Consultant – Provides targeted support for procurement team and key buyers, ensuring fast resolution to escalated service needs. Serve as a backup when Account Executive is not available. SMALL/MEDIUM ACCOUNTS • Public Sector Business Development Managers – Tasked to bring on board new small-medium sized entities and increasing utilization of participating entities. • Sr. Inside Account Executive – Teams of inside sellers dedicated to education and public entities, trained on their respective vertical and associated cooperative contracts. Since verticalizing this team, small- to mid-sized entities have had double-digit growth. ADDITIONAL RESOURCES • Category Experts – Account support dedicated to facilities, print, promo and technology • Account Specialists – Support to engage with entities that have not made recent purchases • Site Developers – Drive compliance and site penetration for large entities • Sales Engineers – Support to onboard new entities to ensure successful setup In addition, we have a dedicated Public Sector customer marketing team focused on the government, education, and non-profit verticals. This team is focused on our customers by delivering the right message at the right time to acquire new prospects and grow sales with existing accounts. In addition, they help personalize tools and communications to support Sourcewell participating entities as detailed in this plan.
26	Dealer network or other distribution methods.	Staples is best described as a distributor/reseller. Staples is authorized to resell the products offered in this proposal. Staples has our own sales force and delivery fleet, but we augment our drivers with third-party delivery companies and couriers. Staples also intends to utilize certain company affiliates under the Staples, Inc. umbrella to serve as authorized dealers and distributors under this agreement. Any sales by such affiliates pursuant to this agreement would be reflected in a written agreement between such affiliate and Sourcewell participating entity with reference made to the Staples/Sourcewell contract.
27	Service force.	Staples has a national service footprint that provides service and distribution coverage to nearly the entire U.S., with more than 4,800 fulfillment and delivery associates employed directly by Staples and are nationally dispersed throughout the U.S. Additionally, Staples has approximately 500 customer service associates in our call centers, including representatives who process orders, answer customer emails and provide agent support. Staples proudly operates the most extensive and technologically advanced distribution network in the industry and Sourcewell participating entities will continue to benefit from a robust national network of fulfillment centers equipped to achieve their next-business-day shipping needs. Our network is strategically located close to our delivery partners, vendors and customers to ensure that we always keep our network costs low. This means getting products to Sourcewell participating entities accurately, on time, complete and undamaged. Please see Attachment 3 for a list and map of our fulfillment centers nationwide.

28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Staples operates as a distributor/reseller. Our key business goals center on helping our customers simplify the ordering process, eliminating hidden costs in the procurement process and enhancing delivery accuracy. We offer a variety of ordering methods to achieve these goals: • Online via our e-commerce ordering platforms • StaplesAdvantage.com Mobile App • Electronic Data Interchange (EDI) • Third-party interface • Buy Online, Pick Up in Store • Telephone (toll-free number) Online ordering is simple with StaplesAdvantage.com: • Step 1 – Using our robust Search and Filter features, user can easily find the products they are looking for. User then selects either Delivery or Buy Online Pick Up in Store for the item and adds to cart. • Step 2 – Once items are added to the cart, the user can either review and checkout or continue shopping. • Step 3 – On the My Cart page, user adds additional accounting information like PO Number and Budget Center, and then selects Payment Method. Once information is completed, the user selects Submit Order. • Step 4 – When the order is successfully submitted, the user is brought to a confirmation screen. The user also receives an email with complete order details. For some categories covered by this contract, the ordering process may include a website other than StaplesAdvantage.com and/or via purchase order. Except for diverse resellers under the Tier One Diversity Program, Staples does not intend to use independent distributors/resellers for this contract. Staples may utilize certain company affiliates under the Staples, Inc. umbrella to serve as authorized dealers and distributors under this agreement.
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29	Describe your capabilities or limitations related to ordering and/or deliveries (minimum order requirements, order consolidation, expedited shipping/delivery, etc.)	MINIMUM ORDER REQUIREMENTS Unless otherwise mutually agreed to by Staples and a Sourcewell participating entity, Sourcewell participating entities shall have a minimum order size of \$35.00 per order. Orders not meeting the minimum will be charged a \$7.99 fee. Purchasers will be notified by an alert in the cart that their order is subject to a minimum order fee and that they can avoid the fee by consolidating small orders. Please note the following additional terms: • Minimum order requirements may apply to special orders, manufacturer-direct orders and sourced products. • For items purchased through the Staples Technology Solutions ordering platform, a minimum order fee of \$250.00 will apply. Orders not meeting the minimum will be charged an \$8.00 shipping and handling fee. • Depending on the scope of the products, minimum order quantities may apply to custom print and promotional items. ORDER CONSOLIDATION: REDUCING SMALL, INEFFICIENT ORDERS Industry statistics show the average cost for processing a single order transaction can be as high as hundreds of dollars depending on the organization and payment processing systems. Placing small, frequent orders incurs these costs with each order, which can be significantly reduced by order consolidation. We'll educate Sourcewell participating entities to adopt more efficient behaviors, such as: • Ordering bi-weekly or monthly, instead of weekly or daily • Coordinating ordering with other departments • Determining frequently ordered items and ordering enough for a week • Anticipating projects that may require more supplies than usual and consolidating these supplies within regularly scheduled orders Benefits of order consolidation include: • Reduced order processing costs • Fewer deliveries and invoices to process • Less packaging, label and invoicing paper waste • CO2 savings from fewer truck deliveries INCREASING ONLINE ORDERS The most efficient way for end users to order from Staples is through our e-commerce site or their e-procurement system. An order placed by phone costs participating entities significantly more than an order placed electronically. We'll educate participating entity's end users on online order placement. Benefits include: • Reduced order processing costs • Faster and easier ordering • Fewer ordering mistakes – fewer product returns • Real-time tracking of product delivery status Staples can communicate ordering best practices to their end users during the implementation process and on a continuous basis through client-approved customized flyers, newsletters and emails. ONLINE COMPLIANCE CONTROLS StaplesAdvantage.com also drives program compliance with features like: • The ability to customize their home page with messaging to communicate key program rules (such as minimum order requirements) and guide purchasers to preferred-item shopping lists • Shared or personal shopping lists populated with commonly ordered or preferred core items • Optional spending and approval controls that eliminate inefficient and costly small orders DESKTOP & PREMIUM DELIVERY As part of each participating entity's account setup, we discuss the individual needs and develop delivery protocols that make it easy to do business with Staples. Our normal delivery hours are 8:00 a.m. to 5:00 p.m. local time, Monday through Friday. Requests for premium delivery service are vetted by our internal transportation team prior to approval. Examples of premium delivery service include: • Desktop delivery (desk to desk) • Specific delivery windows (before noon, after 10:00 a.m., etc.) • Inside delivery (specific floor) • Mailroom delivery (by floor) • Delivery to copy areas (where we leave a fixed number of cases of paper per mailroom, in some cases, stocking the shelves) • Loading boxes through an X-ray machine prior to making delivery Additional costs may apply for premium services and is customized based on each participating entity's specific requirements. Some premium services may not be available in all locations. EXPEDITED ORDERS Same-business-day delivery can be reviewed as a possibility by contacting Staples Customer Service. To ensure all appropriate process checks are completed, we recommend a cut-off time of 11:30 a.m. local time. To account for added transportation costs and courier fees incurred on our end, we do require a separate charge for same-business-day requests. There are some exceptions to same-day delivery service. The delivery location must be within 50 miles of a Staples fulfillment center. Further, the fulfillment center must have the capacity to handle the request that day. In addition, the following items cannot be delivered same day: • Furniture • HAZMAT items (this includes items that contain Lithium batteries) • Liquid • Food and beverage items • Custom items • Drop ship or special-order items • Orders containing more than six SKUs RETAIL PURCHASING PROGRAM & IN-STORE PURCHASING Today, customers can use the Buy Online, Pick Up in Store option and Print-to-Store to get what they need, when they need it for same day purchases. They can also take advantage of our Retail Purchasing Program, which ensures customers can shop in stores to receive their custom pricing or in-store sale price, whichever is lowest at the time of purchase, in any Staples store throughout the U.S.
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30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	At Staples, we have people that Sourcewell participating entities can count on. Staples has highly trained Customer Service Representatives ready to serve your participating entities. To drive higher customer satisfaction, Staples provides: • One & Done Service Culture – With a first-call resolution rate of 90%, we train and empower our associates to resolve issues at initial contact. • Direct Connection to a Live Representative – Sourcewell participating entities will always reach a Staples Customer Service Representative right away. Our goal is to respond quickly, answering calls within 70 seconds, replying to chats within 45 seconds and replying to emails within 24 hours, so their employees can get back to work. • Knowledgeable, Highly Trained Team – Every call center associate attends a comprehensive training program covering customer service skills, problem resolution and product information. • Proactive Alerts – We'll contact Sourcewell participating entities if there are any changes to their order. • Continuous Feedback Loop – We review all customer feedback and if the customer is not satisfied, we follow up to make things right. SERVING SOURCEWELL PARTICIPATING ENTITY NEEDS Our Customer Service Representatives have access to all the details necessary to provide service specific to Sourcewell participating entities' account, and even their location. Our Customer Service team is the first line of contact for: • Login support and password resets • New user set up and adding ship-to locations • Assisting with online profile management • Aiding with account setup, expedited ordering and research • Pricing inquiries and special orders processing • Delivery and backorder tracking • Billing and tax exemption questions Customer Service is conveniently available Monday through Friday from 8:00 a.m. to 8:00 p.m. ET by email, phone or live chat on StaplesAdvantage.com. Our Help Center is also always available on StaplesAdvantage.com. CALL CENTER STRUCTURE • Customer Service Representative – Responsible for order entry, issue resolution, providing order status and product information. This individual has ongoing direct contact with the Sourcewell participating entity and develops a strong knowledge of the specifics of their account. • Order Resolution Associate – Focuses only on order entry, resulting in time and accuracy efficiencies. • Team Manager – Coordinates the activities of the Customer Service Representatives in each group, ensuring that each account is supported, and procedures are enforced. • Customer Operations Team – Communicates with Sourcewell participating entities about next-business-day delivery exceptions and rare instances of product cancellations. • Quality Assurance Team – Monitors contact between associates and customers and reports on key customer service trends. Coaches both managers and associates to improve the quality of customer interactions.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Our proposal includes service to all geographic areas in the continental U.S. and Alaska. There are some product and service exceptions and/or additional costs for Hawaii and other U.S. territories. Our response to Question 35 below provides details for our shipping models to Alaska, Hawaii and U.S. territories.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Staples is willing to explore providing goods and services to Sourcewell participating entities located outside the U.S. Sales to such locations will be made in accordance with the operational requirements of our non-U.S. businesses, as well as the requirements of applicable local law. Please note that expanding the use of this contract into other countries will require addenda to the contract, as Staples uses separate legal entities in its non-U.S. operations and sales activities in other countries are transacted in the applicable national currency.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Our proposal includes service to all geographic areas in the continental U.S. and Alaska. There are some product and service exceptions and/or additional costs that may apply for Hawaii and other U.S. territories. Our response to Question 35 below provides details for our shipping models to Alaska, Hawaii and U.S. territories. Please note that expanding the use of this contract into other countries such as Canada will require addenda to the contract, as Staples uses separate legal entities in its non-U.S. operations.
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Staples will continue to service all Sourcewell participating entity sectors. Staples has a national presence in the U.S. If re-awarded the office products agreement with Sourcewell, Staples will continue its established efforts to promote the Sourcewell agreement in compliance with Staples' contractual obligations and the suitability of the Sourcewell agreement for the applicable prospect/customer.

35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	In addition to any other agreed upon charges, Staples reserves the right to charge fees to the locations set forth below unless otherwise mutually agreed between Staples and the participating entity in writing. Please note: • Staples does not export any hazardous goods, batteries, white out liquid fluid, cleaning solutions or aerosol cans. • Staples does not export any food items (drink or food). • Staples does not provide any Certificates of Origin (C/O) or Free Trade Certificates. • Freight costs are billed back to the customer on a separate invoice. • Any returns are the responsibility of the customer, including delivery, documentation and being named the importer of record into the U.S. Delivery to Alaska. In-stock items will ship from our Anchorage fulfillment center, and last mile delivery will be by fleet, courier, UPS or USPS, depending on customer location. Items not stocked in the Anchorage fulfillment center may be filled through our Portland, Oregon fulfillment center or a wholesaler location in Seattle, Washington, and be shipped via ocean freight to the Anchorage fulfillment center. Ocean freight can take 10 to 14 days. Last mile delivery will be by fleet, courier, UPS or USPS, depending on customer location. Items that are filled through other Staples fulfillment centers will ship UPS 2nd Day Air up to 159 pounds. Shipments over 159 pounds or items that cannot be shipped via UPS are shipped ocean freight, which can take up to 14 days. Expected delivery date will be provided during the ordering process. To offset the cost of freight, Staples reserves the right to apply an up to 25% surcharge depending on the location in Alaska. Delivery to Hawaii. Orders will normally be filled through our fulfillment center in Ontario, California. Shipments up to 159 pounds will ship UPS 2nd Day Air. Shipments over 159 pounds or items that cannot be shipped via UPS are shipped ocean freight. Ocean freight shipments take an average of 14 days for delivery. Expected delivery date will be provided during the ordering process. To offset the cost of freight, Staples reserves the right to apply a 25% surcharge and a minimum order of \$200. Hazardous material cannot be shipped to Hawaii. Customers are not set up to allow drop shipments to Hawaii. Instead, for special orders, we process the items as fulfillment center specials and then ship the items from our fulfillment center after it is received from the vendor. Delivery to Puerto Rico. The following additional delivery terms apply for shipments to Puerto Rico: Shipments up to 150 lbs. will be shipped with transit times of two (2) business days. Shipments over 150 lbs. are shipped via ocean freight. Any goods classified as ORM-D (other regulated materials for domestic transport only) will also ship ocean freight, regardless of weight. No hazardous goods can be shipped to Puerto Rico. Transit time is approximately seven to ten (7 to 10) business days from door to door. Buyer is responsible for all customs or tax filings or applications necessary to effect the importation of the products. Delays may result from Buyer's failure to satisfy all customs clearance requirements. All taxes, fees and other costs (including freight) will be charged back to Buyer on a separate invoice. Delivery to U.S. Virgin Islands. The following additional delivery terms apply for shipments to the U.S. Virgin Islands: Shipments up to 150 lbs. will be shipped UPS WorldShip, using the most commercially advantageous WorldShip service available, with transit times of approximately three (3) business days. Products weighing over 150 lbs. will be shipped via ocean freight. No hazardous goods can be exported to the U.S. Virgin Islands. Any goods classified as ORM-D (other regulated materials for domestic transport only) will ship ocean freight, regardless of weight, and will require an additional five (5) days of transit time. Buyer is responsible for all customs or tax filings or applications necessary to effect the importation of the products. Delays may result from Buyer's failure to satisfy all customs clearance requirements. All taxes, fees, and other costs (including freight) will be charged back to Buyer on a separate invoice. Delivery to American Samoa, Guam, Northern Mariana Islands. The following additional delivery terms apply for shipments to American Samoa, Guam and the Northern Mariana Islands: Shipments up to 150 lbs. will be shipped UPS WorldShip, using the most commercially advantageous WorldShip service available, with transit times of approximately five (5) business days. Products weighing over 150 lbs. will be shipped via ocean freight. No ORM-D goods or hazardous goods can be exported to these locations. Buyer is responsible for all customs or tax filings or applications necessary to effect the importation of the products. Delays may result from Buyer's failure to satisfy all customs clearance requirements. All taxes, fees and other costs (including freight) will be charged back to Buyer on a separate invoice. Import/Export. If Staples agrees to export products from the U.S. to Buyer's locations outside the U.S. (including but not limited to Mexico, Canada and all U.S. Possessions and Territories) (for these purposes referred to as "Other Locations"), the following applies: (a) Staples will not be the Importer of Record for any products shipping to Other Locations. Buyer or Buyer's agent shall nominate a customs clearing agent to act on its behalf and to facilitate the import customs clearance process. Buyer shall be responsible for obtaining any documentation, such as special permit(s) or license(s) that may be required to import products; (b) Buyer shall be responsible for payment of any customs clearance and duties and taxes and the full freight cost of the shipment; (c) Staples will not provide Certificates of Origin (C/O) or Free Trade Agreement certificates; (d) Staples will not export the following products: ORM-D (Other Regulated Materials-Domestic); consumables; and/or products prohibited from export by Staples' vendors; (e) Staples will not export products to Other Locations in the event any export restriction applies; and (f) Staples will not accept returns from Other Locations unless agreed in writing.
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Table 7: Marketing Plan

Line Item	Question	Response *
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36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Staples' response to questions 36 through 38 of this section should be considered as "Trade Secret"; Staples' strategy for the national promotion of the Sourcewell contract consists of four fundamental and ongoing approaches that our experience has shown are critical to the contract's success. These approaches are based on leveraging the unique skills and strengths of our business development and account management sales team. Recently, we organized our Sales teams into industry-aligned verticals: Commercial; Public Sector (Government, Non-Profits, K-12 and Higher Education); and Healthcare. This provides our customers with a partner with expertise in the products, trends and specific contract needs of their industry. Additionally, we've invested in new digital touchpoints, such as new chat features and Partner Portals, to provide our customers with access to modern and efficient ways to connect with your Staples team. BUSINESS DEVELOPMENT - Continue to focus efforts on prospecting and acquisition of participating entities in the public sector through the Sourcewell contract - Leverage the unique skills and strengths of our mid-market teams for small and medium sized entities and our enterprise teams for larger, more complex entities NEW ACCOUNT MANAGEMENT - Implement and ramp new accounts with specificity, efficiency and speed - Comprehensive program training EXISTING ACCOUNT MANAGEMENT - Continue to focus efforts on existing account communication and penetration - The development and deployment of program tools to ensure individual entity adoption, compliance, loyalty and satisfaction ONGOING INTERNAL TRAINING AND EDUCATION - Continue to develop internal training tools that communicate best practices, processes and contractual specifics throughout our salesforce It is our responsibility and our goal to leverage existing communication tools and best practices to successfully support the Sourcewell contract through the acquisition and implementation of new participating entities and the continued service and management of existing accounts. These tools and tactics are further enumerated in our Marketing Plan. In addition to our sales, we have a dedicated Public Sector customer marketing team focused on the government, education, and non-profit verticals. This team is focused on our customers by delivering the right message at the right time to acquire new prospects and grow sales with existing accounts. In addition, they help personalize tools and communications to support Sourcewell participating entities as detailed in this plan. In Attachment 4 – Sourcewell–Staples Marketing Plan we have also included representative samples of some of the targeted marketing campaigns and tactics your participating entities would receive. Actual examples can be provided upon request. The plan: - Is a complete lifecycle of internal and external tools, and targeted campaigns, which ensures contract promotion through proven best practices and constant innovation - Relies on the committed resources of the entire Staples organization, supported by our senior management team - Utilizes a full range of tools and technology including, but not limited to: - Online and in-person training tools and techniques - Leveraging the significant investment Staples has made in sales force automation methods to ensure the consistency of message, availability of materials and visibility into progress throughout the entire sales organization - Internal instructional website presence for sales education - Public-facing website presence for current and prospective Sourcewell participating entities - Data models to drive marketing campaigns and tactics
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	As detailed in Attachment 4, Staples utilizes digital, social and sales enablement marketing materials to support Sourcewell targeted opportunities as well as mass communication to select customers. The messaging is driven by customer insights to ensure relevancy (for example seasonal communications around the end of fiscal year budgets or back-to-school season) to our audience. Our internal data science team builds automated models based upon hundreds of inputs by each customer, enabling us to serve the most appropriate products and categories through these marketing campaigns. Campaigns tactics include email, digital paid media, campaign landing pages, direct mail and sales support materials. ACCOUNT-BASED MARKETING (ABM) – USER-FOCUSED To ensure compliance, Staples can use digital retargeting proactively to communicate with Sourcewell's membership to drive location (site) and end user level (conversion) participation. The goal is to improve compliance and revenue of the Sourcewell/Staples contract. SOURCEWELL PARTNER PORTAL Staples also has a public-facing website that educates prospective and existing customers on the Sourcewell/Staples contracts: - Overall Program Highlights - Contract Highlights - Ordering Overview - Product and Service Overview - Contact Information - Messaging from Sourcewell - Visit Sourcewell Partner Portal for more information
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Our success in driving the Sourcewell contract is directly attributable to the support and participation of Sourcewell itself. In continuing to promote the contract, we see significant benefit in this continued support exhibited through: - The ongoing collaboration between Sourcewell and Staples allows for the optimization of identifying, soliciting and acquiring participating entities and contract participants. - The regular communication of industry and public procurement conditions will allow Staples to tailor its acquisition and management efforts to contract prospects accordingly. - The identification and creation of opportunities that allow Staples to provide Sourcewell participating entities its entire scope of products and services. While providing an increasingly attractive value proposition for prospective entities and a compelling source of value for participating entities. - Assistance in identifying Sourcewell participating entities to provide account of their contract success, these successes would in turn be used to acquire new participating entities to the Sourcewell/Staples contract. - The co-development of marketing materials and the mutual identification of marketing opportunities including public events and trade shows. - Ongoing availability to meet with Sourcewell, Staples' senior-level leadership and sales management to reinforce the opportunity within the contract and the vital role it plays in Sourcewell's and Staples' mutual ongoing success.

39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes. StaplesAdvantage.com, our primary e-commerce ordering platform, is fully customizable to Sourcewell participating entities' unique needs. StaplesAdvantage.com provides easy online ordering, the ability to set spend limits, approval flows, and charge orders to multiple departments plus transactional details to easily reconcile orders. Order management is easy with shopping lists for fast reordering, order tracking, delivery notifications, free returns, reporting and online bill pay. And, we have experience integrating with more than 150 third-party purchasing platforms. EASY ORDERING TOOLS StaplesAdvantage.com provides features and functionalities to streamline your ordering process while minimizing time spent on purchasing the items your organization needs to succeed. Key features include: • Increased Login Security – Website generated welcome email contains a password set up link for customers to create their unique password for enhanced security. • Easy Search & Navigation – New header design for effortless navigation and approvals, orders and shopping lists displayed on the home page for easy access. Search by keyword or item number for a summary of categories and top-ranking items that match your criteria. Narrow results by category, brand or your previously purchased items. Advanced search with auto-suggest terms to find what you want fast and the ability to add to your cart from search to save time. • Product Comparisons – Compare up to four products at time to make an informed selection and read product reviews. • Shopping Lists – Create and save lists of frequently ordered or preferred contract items for faster reordering while maintaining program compliance. Easily add new items to a shopping list by clicking on the Add to List icon on product tiles and pages. • Order Status & Tracking – View details on all orders placed in the past 24 months, track your orders and view proof of delivery. • Hassle-Free Online Returns – Process returns by clicking Return an Item from the Order History page. • Ink & Toner Finder – Search by brand, model or cartridge number. Our enhanced ink and toner finder also includes past purchases and allows you to save printer information. Or choose from a range of free recycling options by clicking under the Help Center. • Frequently Purchased – View and reorder items ready for replenishment by clicking on Frequently Purchased under the Lists icon. Frequently purchased items now include a list of products purchased over a two-year timeframe. All order management essentials are available in order history: order search, details, tracking and returns, with up to two years of history. • Easy Savings Alternative – Easy savings alternative products are presented on the product page and at checkout if a like item with a lower price is available. • Customizable Print Products – Personalize business cards, greeting cards, rubber stamps, nameplates and more using your own design or standard company templates. • Robust Help Center – The StaplesAdvantage.com Help Center enables customers to search help topics, manage their account, track or return orders, contact customer service, view or print their packing slip, get pre-paid address labels to recycle ink and toner and more. ONLINE PROCUREMENT CONTROLS Sourcewell participating entities can achieve greater control over your purchasing with StaplesAdvantage.com, whether integrated with your existing e-procurement systems or on its own. We offer: • User & Location Management – Easily add new users, supervisors and account administrators and remove, modify or add shipping locations. • Account Maintenance – Authorized profiles can add, modify and delete users, shipping locations, budget centers and PO/PO Releases. • Budget & Approval Controls – Establish spending limits and approval routing to track account expenditures by user and department. • Customization Features – Customize your platform with special instructions and messages to keep users in program compliance. MOBILE CAPABILITIES Sourcewell participating entities can order products, track shipments and access their accounts on their tablets or smartphones using our mobile app. Available for Android and Apple devices, features of the Staples Advantage mobile app include: • Full account information, including recent orders, orders pending approval and custom deals • Scan-to-order functionality • Search, browse and order on the go • One-touch order approvals • Shopping lists for quick replenishment • Ink & Toner Finder • Quick Order entry • Filterable search results • Order status and package tracking • Integration with StaplesAdvantage.com • Secure Remember Me feature for login convenience ONLINE REPORTING Sourcewell participating entities can easily access on-demand reports on StaplesAdvantage.com: • Customer Analytics Dashboard provides an interactive reporting dashboard with spend charts to analyze procurement activities and performance metrics. • User reports provide pertinent user information including approval hierarchy, ordering limits and assigned ship-to or budget center information. • Spending reports provide a summary of purchases by budget center, bill-to, ship-to or individual for up to 24 months, including details on ordering method, order totals, number of orders and average order size. • Budget reports allow you to monitor the variances between spend versus budget. • Auto Restock reports all you to view subscription details by user and shipping location. • Customer Usage reports allow you to review product usage which can be run at master, bill-to or ship-to level for up to 24 months. • Order Detail reports allow you to review shipped order detail or backorder detail for up to 24 months, with additional data options available. SCALABILITY If a Sourcewell participating entity has a surge in new hires, their Staples team is ready. StaplesAdvantage.com is fully scalable to meet your changing business needs. We have the infrastructure in place to handle the ordering needs of additional users without affecting website performance. We analyze site capacity levels and plan for additional volume months in advance. We conduct stress tests regularly to ensure optimum site performance and site speeds.
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Table 8: Value-Added Attributes

Line Item	Question	Response *
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40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Staples can introduce a comprehensive communication campaign prior to program launch to ensure a participating entities employees have a full understanding of their new Staples program. As a standard, we train through online webinars to ensure employees across locations and remote users have access to the sessions. Other types of training sessions can be provided, if needed. We will customize a marketing plan to maximize program awareness at all your locations, including providing information on available trainings. TRAINING MATERIALS From video tutorials to step-by-step user guides, we have a full suite of training materials available on StaplesAdvantage.com Customized materials can be provided upon request. Training sessions can also be scheduled as needed, throughout the life of your program. Our Welcome Page on StaplesAdvantage.com provides everything your users need to get started with your program. VIDEO TUTORIALS The full suite of features and capabilities can be viewed on StaplesAdvantage.com by clicking the tutorial video at the link below. You'll learn how easy it is to find the items you need, create shopping lists, manage your account, set up delivery notifications, check order status, use short cuts on the help center, make a hassle-free return and more. Follow these links for the information participating entities may need on StaplesAdvantage.com: • Managing your StaplesAdvantage.com account • Managing your StaplesAdvantage.com orders • Timesavers on StaplesAdvantage.com FACILITY SOLUTIONS TRAINING To create a successful janitorial program for Sourcewell, Staples provides more than high quality products, we can also design customized training programs to demonstrate the best procedures for participating entities to use those products. By employing the correct procedures and techniques, a facilities staff will dramatically reduce its labor and product costs, increase productivity and improve its sustainability program. At Staples, we have a dedicated Facilities Technical Training team for both customer site and in-house training. This team has an average of 25 years' experience and is certified in the ISSA Cleaning Industry Management Standard, ISSA Cleaning Industry Training Standard, OSHA and GHS standards. We use a library of ISSA-certified training programs along with customized curriculum developed for the specific needs of our customers. Our training materials include process manuals and bi-lingual wall charts. Training methods include on-site and web-based programs, as well as in-person training at our training facility in Aurora, Colorado. PRINT & MARKETING TRAINING It's our goal to make ordering print products simple and easy. About four weeks prior to a program go live date, our Marketing team will create an announcement for participating entities to send to their users that will help set the tone for their Print program's success. Over the next few weeks, we'll follow up with Coming Soon communications to promote program awareness and advantages of the new program with Staples. Staples can send training announcements to users with dates and web-based training details, plus user guides. Their Print & Marketing Account Executive will host trainings, ensuring that their trainer has intimate knowledge of their program details. Once the program launch is complete, the participating entity's Print & Marketing Account Executive will continue to monitor the print program to identify areas of improvement and opportunity for increased efficiencies.
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41	Describe any technological advances that your proposed products or services offer.	To remain at the forefront of our industry, we are constantly implementing new and innovative ideas so that we can enhance the services and offerings we bring to our customers. Some of our current innovations include the following: SALES TRANSFORMATION We organized our sales teams into industry-aligned verticals: Commercial, Public Sector (Government, Education and Non-Profits) and Healthcare to optimize how we deliver our products and services. This provides our customers a partner with expertise in the products, trends and specific contract needs of their industry. Additionally, we've invested in new digital touchpoints such as new chat features and Partner Portals, to provide our customers with access to modern and efficient ways to connect with their Staples team. We have created a dedicated Sourcewell Partner Portal to assist both participating entities and sales teams with compliance, visibility and insights specific to the public sector industry. INNOVATIVE STAPLES BRANDS Staples' brands are designed and tested to ensure high quality and performance in every product across many categories. We offer more than 5,500 Staples-exclusive items, including: • Tru Red. Thoughtfully designed business essentials to help you work, create and innovate better. Quality tested and engineered to last. • Staples Tech. Tech products to keep your teams connected and productive — whether they're at the office or the airport, a coffeehouse or the couch. • Coastwide Professional. Professional-grade facility and pack and ship supplies built to spec and made to perform, with no wasted product or labor. • Perk. Breakroom essentials designed with quality, value and just the right touch of personality to bring fun and energy to break time. • Pick Me Up Provisions. An assortment of light, medium, and dark roast coffees in a variety of pack sizes to fit your organization's needs. • Union & Scale. Furniture and decor that work together in perfect harmony. There's a collection for every style and work style. Our new line of Staples-brand ergonomic furniture options is an example of recent product innovation. This line of furniture and accessories includes first-to-market, purpose-designed selections. Popular items in this exclusive line include: • The TRU RED Curved Whiteboard is the first of its kind and offers an ergonomic writing experience at every height. • The revolutionary Union & Scale Sit-Stand Micro Movement Desk combines advanced micro movement technology with ergonomic design to boost productivity, reduce fatigue and improve overall well-being. • The TRU RED Anti-Fatigue Balance Board pairs with standing desks to introduce dynamic movement and reduce discomfort. Our entire assortment of Staples-brand items is tested to ensure high-quality performance and come with satisfaction guaranteed. CUSTOM PRINT INVESTMENT Technological advances are critical to our corporate strategy. Within print, new direct-to-plate, electronic proofing, digital presses, and electronic pre-press are constantly evolving. The internet has changed and improved many business processes. Electronic forms of varying complexities continue to improve overall business processes. The communications infrastructure required to successfully integrate these technologies is also improving. All these technologies, and more, are changing the printing industry. StaplesAdvantage.com features some of the most robust ordering capabilities and enhancements available today. Our customers find it easy to order their proprietary print items as well as to quickly create new, custom collateral, all from the Print & Marketing Solutions tab on StaplesAdvantage.com. Users can order from the following categories of print products from StaplesAdvantage.com: • Document Printing — Staples provides an easy way to print presentations, flyers, brochures and more through its Document Printing service. With Document Printing you can upload your files and configure documents by choosing your printing and binding options. Your finished project can be delivered (in 3-5 days) or picked up (same day/next day) at any Staples store. • Custom Print — Staples offers a variety of design templates to create custom products such as Business Cards, Envelopes, Stamps and more. You can also upload your own artwork, share the template across your organization and save the design for future reorders. • My Company Print Catalog — By adding Print to your Staples Advantage program, your users can order pre-approved custom proprietary print products (static and variable) that are available in an easy-to-use catalog. This will ensure consistent, high quality print materials for every location. A Staples Print program can help you manage printing from start to finish with editable proofs, shipment tracking, consolidated invoices and more.
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42	How does your organization stay current with technological advancements in e-commerce and supply chain management?	Our industry-leading size allows us to continually invest in and enhance our delivery and distribution network, improving processes and technology to deliver products faster and at lower total cost for Sourcewell participating entities. TECHNOLOGY INVESTMENT Continual technology investment improves order accuracy and delivery efficiency for Sourcewell participating entities. In recent years, we've made a variety of systemic improvements, including automation and robotic picking technology in our fulfillment centers as well as upgrading our delivery route optimization, least-cost routing systems and package tracking solutions. These investments ensure the highest quality standards for every order. We allocate substantial capital funds every year to pursue similar investments to leverage our asset base, improve our response time and maintain our quality standards. SMARTSIZE PACKAGING™ Order delivery is a major area of Staples' and our customers shared environmental footprint. Staples has rolled out SmartSize technology that tailors box sizes to the exact size of the order. In addition to using almost 15% less corrugate, SmartSize™ lessens our use of air pillows by approximately 75%. It not only reduces packaging waste, but also helps optimize the available space of our delivery vehicles by about 20%. ROBOTIC MATERIAL HANDLING SOLUTION Staples developed a cutting-edge robotic material handling solution for our fulfillment centers. Unlike other systems in the market today, the automated robotic storage and retrieval system incorporates two types of automated guided vehicles into a unified system that brings both high and low cubic velocity items to a single pick and pack station. This unique robotic material handling solution provides a more efficient and flexible warehousing operation that improves service to our customers. Our website experience allows you to not only order product solutions, but also get new ideas and connect with people who do what you do. Staples offers unique features to help you save costs and maintain program compliance. We have the experience, technology and resources to customize a flexible e-commerce solution that's right for you in as little as 30 to 45 days. Sourcewell participating entities will benefit from a robust e-commerce solution that: • Reduces ordering time • Lowers internal ordering costs • Provides comprehensive spend control and management • Works within your existing e-procurement framework • Is scalable to grow with your organization WORLD-CLASS ORDERING WEBSITE With immediate access to products and robust order management features, our website provides easy online ordering, the ability to set spend limits and approval flows, line-item budget center to charge orders to multiple departments and transactional details to easily reconcile orders. Order management is easy with shopping lists for fast reordering, order tracking, delivery notifications, free returns, reporting and online bill pay. STAPLES MOBILE APP No matter what the challenge, we help our customers get the advantage with the Staples Advantage dedicated mobile app, available for Android and Apple devices. Sourcewell participating entity employees can browse and order items, scan-to-order, track shipments and access their full account information, on the go. CUSTOMER ANALYTICS DASHBOARD Available to administrators on StaplesAdvantage.com, this tool provides an interactive reporting dashboard with spend charts to analyze procurement activities and performance metrics. These dashboards can help administrators identify areas for growth as well as areas where compliance can be improved. PARTNER PORTALS Staples has developed a public-facing website that educates prospective and existing customers on their Staples contract details and more: • Overall Program Highlights • Contract Highlights • Ordering Overview • Product and Service Overview • Contact Information • Messaging from Customer
43	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Staples offers a full array of sustainability solutions to help Sourcewell participating entities meet their sustainability goals. As a partner committed to sustainability, we carry a large assortment of eco-responsible products across all our product categories, provide comprehensive environmental reporting and offer industry-leading recycling and waste reduction programs. Our sustainability experts will design a program tailored to your goals and our Marketing personnel will help promote it to your employees. Please see Attachment 5 for more details.

44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	ENVIRONMENTAL CERTIFICATIONS ENERGY STAR® CERTIFICATION To improve energy efficiency, we began participating in the ENERGY STAR Building Certification program with the goal of certifying 50% of our active facilities by 2020 and we exceeded that goal in 2018. Staples now has 801 U.S. facilities designated ENERGY STAR certified. Each certified site has increased energy efficiency by 20% to 30%. For our efforts, Staples received the EPA's ENERGY STAR Partner of the Year Award for 10 consecutive years up through 2019. ENVIRONMENTAL PRODUCT CERTIFICATIONS Staples offers a wide array of eco-conscious products that are third-party certified. We track dozens of leading environmental certifications down to the product level, which we can then report to our customers. These items are easily identified in our catalogs and online. We apply environmental icons on our website based on the attributes the product contains. Products with stronger environmental attributes qualify for our Eco-ID icon. Staples has more than 10,000 products on our sites that meet the Eco-ID criteria. Features that qualify for Eco-ID include the following attributes: • bluesign® • BPI compostable® • Cradle to Cradle™ (all tiers except basic) • Energy Star® • EPA Design for Environment for Pesticides • EPA Safer Choice • EPA Water Sense • EPEAT™ (all tiers) • EWG verified™ • Fair Trade™ • Food Alliance™ • Forest Stewardship Council® • Green Seal® • Indoor Advantage™ Gold • level® (all tiers) • Made Safe® • Organic • Rainforest Alliance™ • UL EcoLogo® • UL Greenguard® Gold • 20% to 30%+ post-consumer recycled content^ • 30%+ agricultural residue, rapidly renewable, or bio-based content • Rechargeable batteries • Remanufactured electronics or furniture • High-yield ink and toner ^ Note that post-consumer recycled content minimums vary depending on the product category and may require additional attributes. For example, pens must both be refillable and have minimum amounts of recycled content. ENVIRONMENTAL PARTNERSHIPS & AFFILIATIONS • Sustainable Purchasing Leadership Council (SPLC) – This non-profit organization supports and recognizes purchasing leadership that accelerates the transition to a prosperous and sustainable future. Staples is a member of this organization as both a supplier and purchaser. • U.S. EPA ENERGY STAR for Buildings Partner – Staples joined the ENERGY STAR for Buildings program to advance energy efficiency in our operations. • GreenBlue Sustainable Packaging Coalition (SPC) – This non-profit, multi-stakeholder group is dedicated to a more robust environmental vision for packaging. Through strong member support, an informed and science-based approach, supply chain collaborations and continuous outreach, the SPC endeavors to build packaging systems that encourage economic prosperity and a sustainable flow of materials. • GreenBlue Forest Products Working Group – This brings together leading companies that rely on paper, wood and other forest products to share their knowledge and develop innovative solutions to support thriving forests and the forest products industry. • Carbon Disclosure Project – We have voluntarily reported our greenhouse gas emissions inventory data to this organization since 2005 as part of our commitment to reducing our global carbon emissions. We also share our emissions data with any commercial and enterprise customer who requests it through the CDP Supply Chain program. • EcoVadis – Staples works with EcoVadis, the world's most trusted provider of business sustainability ratings.
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45	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Staples is a large business enterprise. However, Staples understands the challenges that small businesses face, as well as the important contributions they make to the economic health of their communities. As an organization, Staples is committed to supporting small business growth and development whenever possible. Through our Supplier Diversity program, Sourcewell participating entities are able to directly support the growth of minority, woman (MWBE) and veteran-owned small businesses by purchasing products and services from them. Staples empowers Sourcewell participating entities to connect with small and diverse businesses in two ways: DIVERSITY ONE RESELLER PROGRAM Customers buy directly from Diverse Resellers to achieve their diversity spend goals. The Reseller program connects a Sourcewell participating entity with a certified diverse company who collaborates with Staples to provide a fully managed program. Staples' Diversity One program is "One to Many" with 14 companies and 35+ certifications, fulfilling many state and local requirements. We've formed strategic alliances with independently owned and operated Diverse Resellers to help make these businesses more accessible. Certification categories can include but are not limited to: • Certified 8(a) Firms • Small Disadvantaged Businesses • Women-Owned Businesses • HUBZone Small Businesses • Veteran-Owned Small Businesses • Service-Disabled Veteran-Owned Small Businesses • Small Businesses • USBLN Network/People with Disabilities Please note Supplier's Tier One Diversity Program is available to participating entities. Under the Tier One Diversity Program, participating entities may purchase products from a Diverse Reseller participating in the program. Sourcewell acknowledges that the Diverse Reseller's pricing to participating entities may be higher to reflect the services provided by the Diverse Reseller. DIVERSITY TWO PROGRAM We include diverse manufacturers in our product and service sourcing, helping these organizations grow while offering our customers a wide selection of high-quality goods. Today, Staples has 50+ diverse manufacturers and has 3,500+ diverse SKUs in our assortment. We can work with customers to find the right vendors to fulfill their needs, with quality products flagged online and auto-substitution options. Sourcewell participating entities will benefit from: • A wide selection of high-quality products easily identified by symbols • Products across every category — business essentials, furniture solutions, facility solutions and technology solutions • Detailed reporting and tracking of their diverse product spend • Expert, consultative support from the Staples Account Manager, who will identify opportunities to utilize these product groups and report on the participating entity's progress	*
46	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Staples is committed to helping our customers get more done every day. That's why we make finding, buying and delivering the right products and solutions faster and easier. You can rely on expertise that helps you make smarter purchasing decisions. • Unmatched Experience — Staples has been supporting and servicing the public sector through the unique requirements and needs of our Government & Education customers for over 30 years. We have dedicated Government & Education Cooperative specialists with an average of 27 years of experience. • The Right Solutions — Sourcewell can maximize unique supplier consolidation savings through our integrated product and service offering, which includes business essentials, facility solutions, breakroom offerings, business furniture, mailroom and shipping supplies, technology products and services, promotional products and print and marketing services. We provide workspace solutions for the Government & Education verticals that include offices, common areas, breakrooms & teacher lounges, classrooms, custodial, building & grounds, libraries, first responder stations, corrections facilities, labs, playgrounds, gyms and more. • Financial Strength — Our leading financial position allows us to continually invest in our business and provides Sourcewell with the confidence of working with a strong and stable supplier. • Expert Support — Staples is at your side with experts in product selection, fulfillment, customer service and account management. We have a segmented sales and support organization dedicated only to Government & Education customers. • Fast Delivery — Reliable next-business-day delivery on in-stock items to most locations from our strategically located, state-of-the-art fulfillment centers. • Easy Online Ordering — Easy search and order, self-service options and hassle-free returns. Plus, budgeting and spend management tools. And, we have experience integrating with over 150 third-party purchasing platforms. • Recognized Customer Call Centers — Exceeding customer expectations is our highest priority. Our knowledgeable Customer Service team is ready to solve problems in one call. • Supplier Diversity Programs — Staples is committed to supporting small business growth and development whenever possible. Staples' Diversity Reseller program offers a "One to Many" solution, fulfilling many state and local requirements. • Corporate Responsibility — We are committed to corporate responsibility and recognize the close connection between our success and our efforts in the areas of environmental sustainability, ethics, diversity and community. • Incentives & Recognition — Staples Promotional Products' incentive and recognition offering is a full-service program built around strategy, technology, execution and ROI measurement. It is the pairing of these services and the people who bring them to clients that creates differentiation. Providing counsel on the best approach and the best way to invest funds in an incentive program means we can recommend methods that save money as well. We can offer participating entities multiple economical options to meet their requirements. With Staples, our focus is our customers' Worklife needs. Sourcewell participating entities can rely on expertise that helps them make smarter purchasing decisions. With the introduction of our new innovative products, we offer tools and systems that help drive solutions in business essentials, breakroom, facilities, technology and furniture. • Tru Red — Thoughtfully designed business essentials to help you work, create and innovate better. Quality tested and engineered to last. • Staples Tech — Tech products to keep your teams connected and productive — whether they're at the office or the airport, a coffeehouse or the couch. • Coastwide Professional — Professional-grade facility and ship and pack supplies built to spec and made to perform, with no wasted product or labor. • Perk — Breakroom essentials designed with quality, value and just the right touch of personality to bring fun and energy to break time. • Pick Me Up Provisions. An assortment of light, medium, and dark roast coffees in a variety of pack sizes to fit your organization's needs. • Union & Scale — Furniture and decor that work together in perfect harmony. There's a collection for every style and work style.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
47	Do your warranties cover all products, parts, and labor?	Staples expressly warrants that it will provide Sourcewell participating entities with pass-through of all manufacturers' warranties for all office products sold to Sourcewell participating entities. Staples expressly warrants that all TRU RED, Perk, NXT Technologies, Union & Scale, Coastwide Professional, or Staples branded products provided by it are: (1) merchantable; (2) of good quality and workmanship; (3) free from defects, latent or patent, in material, design, and workmanship for whichever period is shorter, either (a) one year from the date of purchase, or (b) as otherwise specified on the packaging of the products; (4) fit, sufficient and safe for their intended purpose and for the particular purpose for which they were designed; and (5) in conformity with Staples' samples, if any. GENERAL WARRANTY DISCLAIMER These warranties are exclusive and in lieu of all others, whether oral or written, express or implied. Staples specifically disclaims all other warranties, express or implied, including, without limitation, any warranties of title, non-infringement, merchantability and/or fitness for a particular purpose. SERVICES WARRANTY Staples warrants that for a period of one year from performance, the services shall meet or exceed generally accepted standards in the industry and shall meet any required specifications mutually agreed upon by Staples and Sourcewell participating entities. CUSTOM-IMPRINTED PRODUCTS Prior to Staples' production of custom products such as print or promotional items and items which contain a corporate or personal logo, name or other marking of a participating entity (hereinafter "Print Products"), Staples shall submit to the participating entity samples or an appropriate proof of each item, for the participating entity's written approval of the Print Products. Participating entity agrees to promptly review any items submitted to participating entity for approval under this section. Staples warrants that Print Products in their unaltered, unmodified form are free from defects in design, workmanship and materials and are in compliance with the specifications agreed to by the parties. In the event any defects in design, workmanship or materials, or material deviation from the specifications or claims made by Staples, are discovered by the participating entity, participating entity's sole and exclusive remedy shall be, at Staples' sole election, for Staples to replace the defective Print Product at Staples' expense or to credit participating entity's account for the net amount actually paid by participating entity to Staples for the applicable Print Product, provided that Staples is reasonably certain that the warranty claim is valid and was not caused by participating entity. The following terms apply when Sourcewell participating entities provide content for Staples to reproduce: Participating Entity Warranty. Sourcewell participating entity represents and warrants that it owns or has the right and license to use, adapt and reproduce participating entity's property. Participating entity represents and warrants that participating entity property shall not infringe or misappropriate any patent, trademark, trade secret, mask work, copyright, design or any other proprietary right of any third party, and complies with all applicable federal, state and local laws, regulations, and rules. Participating entity grants to Staples a non-exclusive, worldwide, royalty-free and fully paid up right and license to use, reproduce and incorporate participating entity property solely in connection with Staples' obligations hereunder. Staples acknowledges that, as between Staples and participating entity, participating entity owns, controls and shall retain all ownership rights in and to participating entity property. All proprietary rights and goodwill in the participating entity property shall inure to the benefit of participating entity and not Staples. Staples shall acquire no intellectual property rights in the participating entity property by reason of its use thereof, and if, by operation of law, or otherwise, Staples is deemed to, or appears to, own any intellectual property in the participating entity property, Staples shall, at participating entity's request, execute any and all documents necessary to confirm or otherwise establish participating entity's rights therein. Participating entity acknowledges that, as between Staples and participating entity, Staples owns, controls and shall retain all ownership rights in and to Staples' proprietary systems and business processes and any designs, artwork, prototypes, or other materials prepared or produced by or for Staples. Participating entity property means the trade names, logos, artwork, forms, trademarks, copyrights, trade devices, trade dress, service marks, symbols, abbreviations, registered marks, indicia of ownership, information, representations, descriptions, classifications, characterizations, statements or language contained in or on any print or electronic content or materials provided to Staples by participating entity in connection with Staples' performance hereunder. To the extent permitted by applicable law, participating entity shall indemnify, defend and hold harmless Staples for any third-party claims, suits, judgments, and costs instituted or recovered against Staples for any alleged or actual infringement of any patent, copyright, trademark, trade secret or other intellectual property or other rights of a third party resulting from (i) participating entity's breach of participating entity's warranty related to participating entity property; or (ii) Staples' use of participating entity property in accordance with the specifications provided by participating entity.
48	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Please see our response to Question 47 above. *
49	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Warranties for service or repair vary by manufacturer and are shared at the time of scheduling. *
50	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	As a reseller, Staples will pass through and uphold all manufacturer warranties to the Sourcewell participating entity on products purchased through this contract. Staples will reasonably assist in coordinating the repair or replacement of the product by the manufacturer. Our proposal includes service to all geographic areas in the continental U.S. and Alaska. There are some exceptions for Hawaii, U.S. territories and Canada should they be included in a resulting contract. *

51	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	As a reseller, Staples will pass through and uphold all manufacturer warranties to the Sourcewell participating entity on products purchased through this contract. Staples will reasonably assist in coordinating the repair or replacement of the product by the manufacturer. Please see our response to Question 47 for more details.
52	What are your proposed exchange and return programs and policies?	If for any reason a Sourcewell participating entity is not completely satisfied with a product purchased from Staples, they may return it within the applicable return period. We will gladly accept returns of a product in resalable condition with its complete and original manufacturers' packaging intact and undamaged, including Universal Product Code (UPC), manuals and parts and a copy of the packing slip. At any time, Sourcewell participating entities can call our Customer Service team to submit a return or use our no-hassle online return process offered through StaplesAdvantage.com. Their delivery driver will pick up the returned item, so no shipping expense is required from them. Credit for returned items is issued once the items are received at the Staples fulfillment center. Typically, returns are picked up within 1 to 5 business days and the credit is released within 24 to 48 hours after receipt of the items. RETURN PERIODS BY PRODUCT • Office Supplies, School Supplies and Facilities Supplies – 30 Days • Software (unopened)* – 30 Days (opened or defective software may be exchanged for the same title and version within 30 calendar days of receiving the software) • Technology Items and Business Machines – 14 Days • Furniture – 14 Days after delivery • Promotional Products - Not returnable unless damaged/defective (within 48 hours) • Non-Stock Products – Not returnable unless damaged/defective (within 30 days) • Custom-Imprinted Products – Not returnable unless damaged/defective FACILITY SUPPLIES & EQUIPMENT We gladly accept the return of stock merchandise within 30 days from the date of delivery. Large orders and merchandise returned after 30 days may be subject to a restocking fee. Additional charges may be incurred for shipping and handling of hazardous or oversized materials. Partial cartons of hazardous materials cannot be returned. Equipment, including custom configured equipment, returns are subject to applicable manufacturer terms and restrictions. FURNITURE If for any reason a Sourcewell participating entity isn't completely satisfied with a furniture product, or if a product arrives damaged or is found to be defective, they may request to return it within 14 days of its delivery. Sourcewell participating entities can contact their Customer Service team to initiate the return process. The product must be returned to Staples with its complete and original packaging intact (original UPC code, packaging materials, instructions, manuals, etc.). Special order, customized, manufacturer-direct shipped or assembled items are not returnable, unless such products arrive damaged or defective. PRINT & MARKETING SERVICES Custom imprinted products are not returnable unless damaged or defective. These items may include, but are not limited to, all business cards, business forms, letterhead, promotional products, products customized per customer's specifications and products that have been imprinted with the customer's trademark, trade name, service mark and/or logo. Staples can work with participating entities throughout the design and proofing process to ensure print products match the exact specifications. We conduct a thorough analysis of all damaged or defective products to ensure quality issues are corrected at our production facilities. PROMOTIONAL PRODUCTS Should a product arrive damaged or defective, please contact our Promotional Products Customer Care team to report it within 48 hours of receipt. Based on the specific damage or defect, Staples will either replace the item or issue a credit to the account. We conduct a thorough analysis of all damaged or defective products to ensure quality issues are corrected at our production facilities. TECHNOLOGY PRODUCTS Subject to Staples Technology Solutions Return Policy (https://sts.staples.com/returns.html) and further subject to manufacturer or wholesaler return policies and restrictions, Staples will accept returns of (a) stocked Technology Products (excluding hardware items) in salable condition up to thirty (30) calendar days after receipt by Buyer; and (b) hardware items up to fourteen (14) calendar days after receipt by Buyer. Technology Product must be returned with complete and original manufacturer's packaging intact and undamaged, including Universal Product Code (UPC), manuals and parts, promotional items, and a copy of the packing slip. Return of Technology Products which are (a) custom, or (b) sourced specifically at Buyer request, are subject to Seller approval. DAMAGED/DEFECTIVE ITEMS Please call our Customer Service team to return damaged or defective products. The Sourcewell participating entity account will be credited when returned merchandise is received back into inventory. We conduct a thorough analysis of all damaged or defective products to ensure that our manufacturers correct any quality issues. IMPORTANT NOTES ABOUT ALL RETURNS • Non-defective dated goods such as forms, batteries, film, toner and ink cartridges are subject to approval and require a Return Authorization for credit. • Calendars cannot be returned after January 31 of the year to which they correspond. • For health and safety reasons, food, beverages, first aid and medical products cannot be returned. • For similar reasons, janitorial and sanitation products (such as cleaning chemicals) can only be returned in unopened and unaltered original case quantities and packaging. • Products purchased in bulk, including those intended to be used during a World Health Organization epidemic or pandemic alert, are subject to review prior to return. • Neither party shall be liable for any consequential, incidental, special or exemplary damages arising out of or in connection with the sale, delivery, use or performance of the product. In no event shall Staples be liable (whether in contract, tort or otherwise) for damages arising out of or relating to a breach of any warranty or the sales, delivery, installation, use or performance of the product that exceed the purchase price of the product. • Additional charges may be incurred for the shipping and handling of products classified as hazardous or oversized materials. Partial cartons or opened containers of hazardous materials cannot be returned. It is the customer's responsibility to ensure the products are used and disposed of in accordance with all applicable federal, state, county and local laws and regulations, including environmental rules and regulations.

53	Describe any service contract options for the items included in your proposal.	Staples offers a number of lease/service agreement options to meet Sourcewell participating entities' unique product and/or service needs. These lease options may include the following products and/or services and may require additional signed agreements between Staples and the requesting Sourcewell entity: Coffee: We provide the coffee brewer, installation; maintenance and service through the term of the lease if the minimum spend requirements are met for coffee products. Minimum spend requirements vary by type of brewer. Water: Program offered is a lease agreement – the customer pays established fees per month and Staples installs, maintains and services the filtration unit. The customer pays for the number of 5-gallon water bottles delivered to them and has an option to lease a water dispenser if desired – or they can choose to use their own 5-gallon water dispenser. Ware Wash: This program utilizes equipment that dispenses chemicals into a commercial dishwasher and Diversey provides the installation and the service as part of the customer's purchase of the Diversey chemicals through Staples. Dispensers: Staples will review dispenser requirements for each participating entity to determine any associated costs. In many cases, manufacturers are willing to offer no-charge or reduced cost dispensers with a commitment to order refill products.	*
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Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
54	Describe your payment terms and accepted payment methods?	Staples' standard payment terms are Net 30 days. Each participating entity will remit all invoice payments, including all taxes on its product purchases, to Staples in thirty (30) calendar days from receipt of invoice, unless otherwise agreed to in writing by Staples and entity. In the event a participating entity fails to comply in any material respect with the foregoing payment terms, Staples may, at its sole discretion and in addition to any other right or remedy available under applicable law or in equity, immediately suspend all deliveries to such entity's location(s) by written notice to such participating entity and to Sourcewell. Staples welcomes a wide range of payment types to meet the needs of Sourcewell participating entities. Their Staples invoices can be paid via: • Company check • Automated Clearing House (ACH) with notifications via email or EDI • Electronic Funds Transfer (EFT) Additionally, credit cards or corporate procurement cards may be used at the time of purchase (Discover, American Express, MasterCard or Visa). Credit cards may not be used to pay an invoice.	*
55	Describe any leasing or financing options available for use by educational or governmental entities.	When applicable, Staples has leasing and financing options available to Sourcewell participating entities. Staples utilizes multiple third-party leasing sources for eligible Staples customers. Participating entities may have an existing relationship with their own choice of leasing providers, and we may work with that provider if mutually agreed to. Leasing terms and conditions vary by lease provider and the requirements of the acquisition and are determined as the solution is developed and the leasing source is finalized. Our broad range of leasing options is flexible so that Sourcewell participating entities can tailor the length, acquisition type and amount of their payments to meet their business' needs. Lease options include capital or operating lease options, giving them end of term options to keep (own), upgrade or return assets. Leases may allow for certain soft expenses like service, software and accessories to be included in the monthly payments for an asset acquired under lease. Staples can work with their organizations to help finalize the option that best suits their needs.	*
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	When applicable, Staples uses a Sourcewell Participation Agreement for participating entities to include their own terms or to outline any custom terms that may apply to their program. Please see the sample provided in the Attachments section of the Sourcewell portal.	*
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes. Procurement Cards (P-Cards) represented by one of the major credit cards (Visa, MasterCard, American Express and Discover) may be used at the time of purchase. However, P-cards may not be used to pay invoices. There is no additional cost to Sourcewell participating entities for using P-cards.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Staples' proposed pricing model is designed to take advantage of our industry leading assortment of workplace products, equipment and services. The offering includes a large number of net-priced items on the Core List that facilitates price stability on office supplies, school supplies, facility solutions, breakroom products, technology products, furniture and other workplace essential supplies. Additionally, there is pricing for services and manufactured items like promotional products and printing. Rounding out the offering is non-core pricing that will take advantage of leveraging Staples' strength as one of the largest sellers of workplace solutions on the Internet. The balance of our assortment will be market-based pricing. Successful online sellers like Staples invest in systems and intelligence gathering to strive to ensure that market-based prices are set and maintained in a market-competitive structure. Market-based pricing provides full visibility and disclosure of pricing.	*

59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Staples proposes the following pricing structure: Core List. The "Core List" represents net priced items which are inclusive of those products predicted to be the most commonly used products by Sourcewell and its participating entities. Prices for Core List items provided under this contract are set forth in Exhibit 1. The prices for Core List Items, excluding Premium Products may be updated twice annually on August 1st and February 1st of each year during the term that this contract is in effect. Staples may request a price change adjustment for Core List items by submitting a price change request to Sourcewell thirty (30) days prior to August 1st and February 1st to reflect changes in stock availability, market conditions, buying expense, tariffs and other factors that affect the overall cost of such items. The prices for Premium Products may be updated quarterly each year during the term that this contract is in effect. Premium Products are defined as copy paper, toner, ink, janitorial paper, can liners/trash bags, technology, furniture, and deviated products that participating entities purchase from Staples. "Deviated Items" means products for which Staples receives special pricing from the manufacturer specifically for Sourcewell. Extraordinary Market Events. Staples reserves the right to reasonably adjust a Core Item's price if extraordinary market events require immediate adjustment (e.g., shortages, trade disputes, natural disasters, etc.) and to adjust pricing with the impact of tariffs, customs, or duties imposed on products. Any such adjustments shall be noticed to Sourcewell with thirty (30) days prior written notice accompanied by supporting documentation. Staples will work with Sourcewell and affected participating entities to identify alternative products to mitigate the impact of the foregoing where possible. Updated Items. For purposes of contract management, Staples may provide to Sourcewell an updated report no more than once a calendar quarter, which shall identify the SKU numbers and prices for the new items that Staples and Sourcewell have added, as well as SKU numbers for items that have been removed from the from the Core List. From time to time, Staples may propose substitutions to Core Items. Sourcewell agrees that it will not unreasonably withhold its consent. Custom Pricing; Rebates & Incentives; Other Terms. Staples may offer additional pricing discounts, rebates and/or incentives to an individual participating entity based upon commitments and variables that may include, but not limited to, entity size and scope, geography, purchase volume, guarantees, logistical expenses, manufacturer support, specific product usage and other contractual terms/requirements. Participating entities receiving custom pricing or incentives may be required to sign a Participation Agreement with Staples. Non-Core Items. The prices for Non-Core Items shall appear on StaplesAdvantage.com and shall be adjusted to reflect changes in stock availability, market conditions, buying expense, and other factors that affect the overall cost of the Non-Core Items or as otherwise quoted at the time of purchase. Notwithstanding anything to the contrary, Non-Core Items are not subject to customer audit or any pricing guarantee, nor shall Non-Core Items be subject to the change request process set forth in Section 4 of the Master Purchase Agreement. Sourced Products. Participating entities may request certain goods that are non-stock or custom in nature. The prices for Sourced Goods shall be those prices that appear on the ordering platform at the time of order, or as otherwise established between Staples and the applicable participating entity at the time the order is placed. Sourced Goods may include additional delivery or handling charges that would be the responsibility of the ordering entity. Pricing Exhibits. Please see our Pricing Exhibits for pricing details on the following categories: • Exhibit 1 – Core List Pricing • Exhibit 2 – Print Services • Exhibit 3 – Staples Promotional Products • Exhibit 4 – Staples Technology Solutions Tier One Diversity Program. Staples' Tier One Diversity Reseller Program is available to Sourcewell participating entities. Under the Tier One Diversity Reseller Program, participating entities may purchase products hereunder from a Diverse Reseller participating in the program. Sourcewell acknowledges that the Diverse Reseller's pricing to participating entities may be higher to reflect the services provided by the Diverse Reseller.	
60	Describe any quantity or volume discounts or rebate programs that you offer.	Our proposal reflects updated attributes related to pricing, assortment and admin fees based on our experience in the Public Sector and with Sourcewell participating entities' behaviors and desires, as well as market conditions. Staples may offer additional pricing discounts and/or incentives to an individual participating entity based upon commitments and variables that may include, but not limited to, entity size and scope, geography, purchase volume, guarantees, logistical expenses, manufacturer support, specific product usage and other contractual terms/requirements. Participating entities receiving custom pricing or incentives may be required to sign a Participation Agreement with Staples.	

61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Staples customers frequently request we source goods and services on their behalf that could be non-stock or custom in nature and are within the scope of our sourcing and distribution capabilities. Staples will also facilitate access to these "Sourced Products" and services to Sourcewell and its participating entities. Despite having hundreds of thousands of items available through our e-commerce site, Staples customers often have unique product sourcing needs that range from lollipops to industry-specific proprietary items. To fulfill these unique requests for our customers, Staples maintains a highly specialized non-stock procurement team available to assist our customers with these unique requests. Users can submit special order requests directly through our e-commerce site or through their Staples Account Manager. The non-stock procurement team works diligently to fulfill Sourcewell participating entities product needs quickly and at the lowest possible cost. The prices for Sourced Products shall be those prices that appear on the ordering platform at the time of order, or as otherwise established between Staples and the applicable participating entity at the time the order is placed. Sourced products may include additional delivery or handling charges that would be the responsibility of the ordering entity.	*
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	There may be additional services available which are associated with certain products, including, but not limited to: furniture, facility solutions, technology or water/coffee dispensers or programs, etc. which at the option of the entity may be purchased or leased at the time of order/agreement. The costs for such services shall be paid to Staples by the Sourcewell participating entity. Additionally, there may be some items, typically furniture, where there may be an additional fee charge by the manufacturers that will be passed along to the ordering participating entity.	*
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Staples does not apply additional charges or fees for standard delivery of stocked orders. However, there are some special exceptions where a delivery or special handling fee may apply. Most fees will be displayed in the shopping cart on StaplesAdvantage.com upon ordering. Common delivery exceptions that require a surcharge include: • Orders not meeting the minimum order requirements • Furniture unpacking or assembly • Stair carry for upper floor inside deliveries (lack of freight elevator or access to same) • Handling support for facilities that do not operate a fully functioning dock • Expedited deliveries • Manufacturer fees • Deliveries outside Staples' standard distribution area (Alaska and Hawaii) • Bulky, fragile or heavy items such as fireproof file cabinets, cases of water, soda, ice melt and chemicals • Or as otherwise indicated on our website at the time of purchase Surcharges are calculated on a per-order basis. Freight will be listed as a line-item charge for all Staples Promotional Products orders.	*

64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	In addition to any other agreed upon charges, Staples reserves the right to charge fees to the locations set forth below unless otherwise mutually agreed between Staples and the participating entity in writing. Please note: • Staples does not export any hazardous goods, batteries, white out liquid fluid, cleaning solutions or aerosol cans. • Staples does not export any food items (drink or food). • Staples does not provide any Certificates of Origin (C/O) or Free Trade Certificates. • Freight costs are billed back to the customer on a separate invoice. • Any returns are the responsibility of the customer, including delivery, documentation and being named the importer of record into the U.S. Delivery to Alaska. In-stock items will ship from our Anchorage fulfillment center, and last mile delivery will be by fleet, courier, UPS or USPS, depending on customer location. Items not stocked in the Anchorage fulfillment center may be filled through our Portland, Oregon fulfillment center or a wholesaler location in Seattle, Washington, and be shipped via ocean freight to the Anchorage fulfillment center. Ocean freight can take 10 to 14 days. Last mile delivery will be by fleet, courier, UPS or USPS, depending on customer location. Items that are filled through other Staples fulfillment centers will ship UPS 2nd Day Air up to 159 pounds. Shipments over 159 pounds or items that cannot be shipped via UPS are shipped ocean freight, which can take up to 14 days. Expected delivery date will be provided during the ordering process. To offset the cost of freight, Staples reserves the right to apply an up to 25% surcharge depending on the location in Alaska. Delivery to Hawaii. Orders will normally be filled through our fulfillment center in Ontario, California. Shipments up to 159 pounds will ship UPS 2nd Day Air. Shipments over 159 pounds or items that cannot be shipped via UPS are shipped ocean freight. Ocean freight shipments take an average of 14 days for delivery. Expected delivery date will be provided during the ordering process. To offset the cost of freight, Staples reserves the right to apply a 25% surcharge and a minimum order of \$200. Hazardous material cannot be shipped to Hawaii. Customers are not set up to allow drop shipments to Hawaii. Instead, for special orders, we process the items as fulfillment center specials and then ship the items from our fulfillment center after it is received from the vendor. Delivery to Puerto Rico. The following additional delivery terms apply for shipments to Puerto Rico: Shipments up to 150 lbs. will be shipped with transit times of two (2) business days. Shipments over 150 lbs. are shipped via ocean freight. Any goods classified as ORM-D (other regulated materials for domestic transport only) will also ship ocean freight, regardless of weight. No hazardous goods can be shipped to Puerto Rico. Transit time is approximately seven to ten (7 to 10) business days from door to door. Buyer is responsible for all customs or tax filings or applications necessary to effect the importation of the products. Delays may result from Buyer's failure to satisfy all customs clearance requirements. All taxes, fees and other costs (including freight) will be charged back to Buyer on a separate invoice. Delivery to U.S. Virgin Islands. The following additional delivery terms apply for shipments to the U.S. Virgin Islands: Shipments up to 150 lbs. will be shipped UPS WorldShip, using the most commercially advantageous WorldShip service available, with transit times of approximately three (3) business days. Products weighing over 150 lbs. will be shipped via ocean freight. No hazardous goods can be exported to the U.S. Virgin Islands. Any goods classified as ORM-D (other regulated materials for domestic transport only) will ship ocean freight, regardless of weight, and will require an additional five (5) days of transit time. Buyer is responsible for all customs or tax filings or applications necessary to effect the importation of the products. Delays may result from Buyer's failure to satisfy all customs clearance requirements. All taxes, fees, and other costs (including freight) will be charged back to Buyer on a separate invoice. Delivery to American Samoa, Guam, Northern Mariana Islands. The following additional delivery terms apply for shipments to American Samoa, Guam and the Northern Mariana Islands: Shipments up to 150 lbs. will be shipped UPS WorldShip, using the most commercially advantageous WorldShip service available, with transit times of approximately five (5) business days. Products weighing over 150 lbs. will be shipped via ocean freight. No ORM-D goods or hazardous goods can be exported to these locations. Buyer is responsible for all customs or tax filings or applications necessary to effect the importation of the products. Delays may result from Buyer's failure to satisfy all customs clearance requirements. All taxes, fees and other costs (including freight) will be charged back to Buyer on a separate invoice. Import/Export. If Staples agrees to export products from the U.S. to Buyer's locations outside the U.S. (including but not limited to Mexico, Canada and all U.S. Possessions and Territories) (for these purposes referred to as "Other Locations"), the following applies: (a) Staples will not be the Importer of Record for any products shipping to Other Locations. Buyer or Buyer's agent shall nominate a customs clearing agent to act on its behalf and to facilitate the import customs clearance process. Buyer shall be responsible for obtaining any documentation, such as special permit(s) or license(s) that may be required to import products; (b) Buyer shall be responsible for payment of any customs clearance and duties and taxes and the full freight cost of the shipment; (c) Staples will not provide Certificates of Origin (C/O) or Free Trade Agreement certificates; (d) Staples will not export the following products: ORM-D (Other Regulated Materials-Domestic); consumables; and/or products prohibited from export by Staples' vendors; (e) Staples will not export products to Other Locations in the event any export restriction applies; and (f) Staples will not accept returns from Other Locations unless agreed in writing.
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65	Describe your ability to address member concerns related to packaging, including product markings, safety, warnings, waste reduction, packaging toxicity, recycling and/or re-use, etc.	Within our core product assortment, we have identified thousands of items that meet third-party standards and certifications. This is a significant subset of our total assortment of approximately 20,000 products with environmental features, which includes products with recycled content or other design features like solar powered, rechargeable and refillable. The certifications and standards we track include: • AP certified non-toxic • Bluesign certified clothing product • BPI compostable • Cradle to Cradle certified • EcoLogo certified • ENERGY STAR qualified • EPA Comprehensive Procurement Guidelines • EPA Design for the Environment (DfE) for Pesticides registered • EPA Safer Choice registered • EPA WaterSense certified • EPEAT qualified • EWG verified • Fair Trade certified • Food Alliance certified • Forest Stewardship Council (FSC) certified • GREENGUARD certified • Green Seal certified • Indoor Advantage certified • Level certified • Made by a Certified B Corporation • Made Safe certified • PMA non-toxic • Rainforest Alliance certified • Roundtable on Sustainable Palm Oil (RSPO) certified • Sustainable Forestry Initiative (SFI) certified • USDA Certified Biobased Product • USDA Organic We are continually improving our ability to capture and track products with environmental certifications in our systems, as well as increase the number of products that meet credible third-party environmental certifications. PACKAGING OPTIMIZATION To help reduce waste at participating entities' facilities, Staples has engineered our order fulfillment process to minimize packaging and shipping materials on supply deliveries. Simultaneously, we ensure that all deliveries are properly protected in order to arrive intact. • SmartSize™ – Staples has rolled out award-winning technology to the majority of our U.S. distribution centers that tailors box sizes to the exact size of the order, reducing use of corrugate and air pillows. To further reduce the environmental impact of our delivery process, we use boxes made from 35% to 100% recycled material. This approach to packaging results in an annual carbon footprint reduction of more than 30,200 tons, equivalent to 120,000 trees. • Box Logic – Our warehouse management system uses a series of algorithms that automatically choose the smallest delivery box from eight standard sizes, based on the combined dimensions of items in the order, reducing packaging waste. • Wholesaler Initiatives – As part of our fulfillment process, Staples utilizes three national wholesalers to support our product requirements. We work diligently with these suppliers to confirm they are reducing shipping materials for our customers. The products shipped by our wholesalers undergo similar sizing analysis by their computer systems. Reducing packaging waste is important to our commitment to help the environment. In addition to the internal initiatives above, we're actively working with customers to minimize packaging waste by reducing the frequency of small orders through order consolidation. These initiatives have reduced packaging and shipping materials by up to 20% for some customers. PACKAGE PROTECTION Staples has invested in air pillow dunnage technology to safeguard the product we ship. These air pillows: • Are designed to provide maximum protection with a minimum use of material, reducing the amount of packaging required • Can be re-used • Can be deflated prior to disposal, reducing original volume by over 90% • Can be recycled when given to the delivery driver or sent back when making a return • May be returned for recycling to local Sealed Air sites by calling the Sealed Air phone number on the cushion or may be recycled commercially as #4 plastic • Provide high BTU energy contents in municipal incineration
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66	Describe your capabilities related to member need for collection and recycling of toner and ink cartridges, batteries, packaging, etc.	Staples offers Sourcewell participating entities a wide range of convenient no- and low-fee recycling services. Check out Staples Recycling Services or a participating entity may speak with their Account Manager for more details on our programs. • Ink & Toner Cartridges – Staples provides free delivery driver pick-up and mail-back service. Simply work with their delivery driver to pick a location for regular pick-up or print a mail-back label from StaplesAdvantage.com. • Technology – We offer low-cost options for responsible and secure technology recycling including certificate of recycling and optional serial number tracking services. Sourcewell participating entities can order prepaid recycling kits, boxes and pallets for larger items through StaplesAdvantage.com. Staples' tech recycling partner ERI Direct is e-Stewards and R2 certified at all locations for responsible e-waste management practices. • Lamps, Ballasts & Batteries – We offer mail-back recycling services on StaplesAdvantage.com. Simply order the right-size container, fill it with their goods and put it in the mail. Pricing is inclusive of packaging, shipping and recycling. • Other Hard-to-Recycle Items – Divert hard-to-recycle waste from landfills with Staples' Zero Waste Boxes. Simply fill, close and ship. StaplesAdvantage.com box prices include all shipping and recycling fees. Use our Zero Waste Boxes to recycle coffee pods, breakroom waste, binders, safety supplies, writing instruments and more.
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67	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Staples delivers an average of 550,000 cartons per day. Our delivery experience, combined with our advanced distribution network, makes us the industry leader. We recently increased the square footage across our 22 strategically located fulfillment centers, ensuring we have more product in stock for next-business-day deliveries. Staples uses a combination of our own fleet, national delivery services, Staples-exclusive carriers and third-party couriers to ensure the fastest, most efficient delivery options for our customers. Our third-party couriers undergo a rigorous evaluation process, and we require them to meet our customers' service level agreements. Staples couriers are selected based on the caliber of their management and delivery drivers, their equipment and, more specifically, their ability to provide timely and excellent customer service. DESKTOP & PREMIUM DELIVERY OPTIONS As part of each participating entity's account setup, we discuss the individual needs and develop delivery protocols that make it easy to do business with Staples. Our normal delivery hours are 8:00 a.m. to 5:00 p.m. local time, Monday through Friday. Requests for premium delivery service are vetted by our internal transportation team prior to approval. Examples of premium delivery service include: • Desktop delivery (desk to desk) • Specific delivery windows (before noon, after 10:00 a.m., etc.) • Inside delivery (specific floor) • Mailroom delivery (by floor) • Delivery to copy areas (where we leave a fixed number of cases of paper per mailroom, in some cases, stocking the shelves) • Loading boxes through an X-ray machine prior to making delivery Additional costs may apply for premium services and is customized based on each participating entity's specific requirements. Some premium services may not be available in all locations. SAME-DAY DELIVERIES Same-business-day delivery can be reviewed as a possibility by contacting Staples Customer Service. To ensure all appropriate process checks are completed, we recommend a cut-off time of 11:30 a.m. local time. To account for added transportation costs and courier fees incurred on our end, we do require a separate charge for same-business-day requests. There are some exceptions to same-day delivery service. The delivery location must be within 50 miles of a Staples fulfillment center. Further, the fulfillment center must have the capacity to handle the request that day. In addition, the following items cannot be delivered same day: • Furniture • HAZMAT items (this includes items that contain Lithium batteries) • Liquid • Food and beverage items • Custom items • Drop ship or special-order items • Orders containing more than six SKUs BUY ONLINE, PICK UP IN STORE Our industry-leading network of U.S. stores gives participating entities easy same-day purchasing solutions. Participating entities can purchase a wide variety of items on StaplesAdvantage.com and pick their items up in one hour or less at any of our U.S. retail stores. This allows Sourcewell participating entities to buy within their established purchasing program, with their contract rules and pricing, for same-day purchases. Users can even filter by Pick Up in Store to make those emergency purchases quicker. PRINT TO STORE Participating entities can also use Staples' Print to Store option to print directly from their computer to any Staples retail location for pickup. From black & white or color printing to binding and booklet options, Print to Store offers more than 2,000 finishing configurations for Sourcewell participating entities' printing needs. Print to Store bills directly to their Staples account, ensuring compliance and more robust tracking while providing easy, on-the-go printing services for their remote and traveling employees. Participating entities can upload and reconfigure their documents, save their files for future reordering and proof all orders online before submitting. At any time, they can submit their orders right from their desktop to Staples, with delivery to any Staples retail location. STAPLES PROMOTIONAL PRODUCTS Staples Promotional Products has a 500,000 square foot contract decoration and distribution center in Orange City, IA. This facility does embroidery, screen print, laser engraving, digital heat transfer, and more. We have pick-to-voice technology and use a pack-right shipping system to cut boxes to the order size. Our facility is centrally located for distribution throughout the U.S. We also use FedEx as our preferred shipper but can utilize any major carrier service. We are currently seeking certification for zero waste to landfill status.
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Staples will create internal metrics to measure growth and success of the contract which include reporting and analysis of the increased number of participating entities utilizing the contract, category sales for participating entities, sales and number of orders by participating entity, and year over year sales growth for the contract. Additionally, success metrics can be mutually established and measured in scheduled quarterly strategy meetings between Staples and Sourcewell. Having serviced Sourcewell participating entities for nearly two decades, we know that we need to continually raise the bar in our national contract performance. As a current Sourcewell awarded supplier, we commit to elevating our overall value with the built-in flexibility to accommodate the evolving needs of your participating entities.

69	If you are a dealer, distributor, or reseller, describe your capabilities for verification of product authenticity, quality control, and documentation of custody in your supply chain.	Staples is committed to providing high quality products that last, leading to fewer returns, fewer reorders and less frustration for our customers. To uphold this commitment, we capture reporting and regularly audit the quality of the products we source from suppliers, as well as from Staples-exclusive products. Staples' strict product sourcing process assures that products offered are genuine by sourcing products only from OEMs and authorized resellers to mitigate the risk of cloned, fake or counterfeit products that could potentially put Sourcewell participating entities at risk. ANNUAL VENDOR REVIEWS We only source from the most trusted and reputable suppliers in our industry, including leading wholesalers and brands such as 3M, HP, Avery and HON. We conduct annual vendor contract reviews to measure our suppliers' quality performance. We evaluate the number of returns placed on their products as well as general customer satisfaction survey feedback. At 1.45%, our low product-return rate is a testament to our relentless focus on quality. PAPER & WOOD-BASED PRODUCT SOURCING POLICY We also actively work with our key paper suppliers to ensure transparency into their sourcing and production methods with respect to environmental and social responsibility. The majority of our paper suppliers have achieved chain of custody certification with one or more programs, including the Forest Stewardship Council (FSC) and Sustainable Forestry Initiative (SFI). Approximately 90% of the paper products we sell by weight in the U.S. are manufactured and/or distributed by vendors with FSC chain of custody certification, including brands like Domtar, International Paper, Georgia-Pacific, Kimberly-Clark, 3M, Esselte, Fellowes, Marcal and others. Our Paper and Wood Based Product Sourcing Policy forms the foundation of our commitment to ensure the paper products we sell are sourced in an environmentally and socially responsible manner. It also defines our expectations for suppliers of paper-based products. The policy focuses on four key areas: • Protecting forest resources and communities by seeking to source certified products • Reducing demand for virgin wood fiber • Sourcing from suppliers committed to environmental excellence • Promoting responsibly sourced paper and wood products to our customers PROGRAMS & PARTNERSHIPS We collaborate with a few key non-profits to help us improve paper and wood product sustainability. This includes partnerships with the Rainforest Alliance on the Appalachian Woodlands Alliance and various projects with the Forest Products Working Group (FPWG), an initiative of GreenBlue. PRODUCT BRANDS EXCLUSIVE TO STAPLES QUALITY ASSURANCE Product brands exclusive to Staples are subject to a comprehensive quality assurance program that includes: • Product Design – Product brands exclusive to Staples are designed to meet or exceed national brand equivalent specifications. • Factory Certification – Production facilities in developing countries undergo third-party audits to uphold our standards for social responsibility and to guarantee practices are in place to deliver quality products. • Rigorous Testing & Inspection – All products are engineer-tested for quality in leading independent labs. Inspectors pull samples from the production line to confirm that products are manufactured to our exact specifications before they ship to our warehouses. • Continuous Monitoring – Throughout a product's lifecycle, inspectors pull samples for follow-up lab testing to certify that the product still meets our specifications. MONITORING PRODUCT QUALITY On the rare occasion that a product fails to meet an entity's satisfaction, we offer fast and easy resolution methods: • Purchasers can return any item using our no-hassle online returns process or by contacting Customer Service. • We arrange driver pickup for all product returns at no cost to participating entities. We thoroughly analyze damaged or defective items and ensure our manufacturers address the underlying quality issue. Staples Account Managers will share corrective actions and report on progress during regular business reviews.
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Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
70	d. other than what the Proposer typically offers (please describe).	Staples supplies a significant number of government agencies and numerous GPOs and cooperative procurement organizations that range in size, geography, purchase volume, guarantees, logistic expenses, incentives, manufacturer support and other contractual terms/requirements. Additionally, Staples provides a wide variety of products and services, including many that are customized and therefore based on customers' specifications. As a result, while pricing may vary, Staples feels that its proposal provides competitive pricing and exceptionally strong value-added attributes.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
71	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	At Staples, we take our national contract obligations seriously. We have a long history of providing accurate pricing and conducting compliance audits with Sourcewell and its participating entities. To maintain contract compliance, we continually verify our pricing data and hold ourselves accountable to the highest internal pricing standards. As such, we have multiple processes in place to ensure pricing accuracy and consistency. For example, national contract pricing is managed and maintained by a single, knowledgeable and experienced pricing team. This ensures that all pricing is consistent with the contract terms and requirements. We also review pricing on a regular basis and compare it to the contract pricing requirements. This further guarantees that your participating entities receive pricing that is consistent. Additional audits and periodic pricing checks may be conducted randomly throughout the term of the contract to add an extra level of protection and audit control as deemed necessary to maintain our pricing integrity.
72	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Some internal metrics used to measure success with the contract include number of participating entities under the contract, geographic distribution of participating entities, sales and number of orders by participating entity, remaining potential, and year over year sales growth. Additionally, success metrics can be mutually established and measured in scheduled business reviews between Staples and Sourcewell. Having serviced Sourcewell participating entities for nearly two decades, we know that we need to continually raise the bar in our national contract performance. As a current Sourcewell awarded supplier, we commit to increasing our overall value with the built-in flexibility to accommodate the evolving needs of your participating entities.
73	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Unless otherwise mutually agreed to in writing by Sourcewell and Staples, and except as stated below, Staples will pay Sourcewell an administrative fee of one and half percent (1.5%) of the participating entities' aggregate Net Sales during each calendar quarter, which have been timely paid, to be paid within forty-five (45) days after the end of each calendar quarter. An exception to the above 1.5% admin fee would be that Staples will pay Sourcewell one quarter of one percent (0.25%) on technology product Net Sales. Net Sales: The gross sales price of Products purchased pursuant to the Agreement, less shipping costs (including freight charges and insurance), taxes, duties, any rebates or fees actually paid, discounts and allowances actually taken, rejections and returns to the extent credit is given or paid, and also excluding purchases of Market Priced Items and purchases made via (i) Staples.com, or (ii) any Seller retail channel. Market Priced Items: Cash equivalents (e.g., gift cards, postage, etc.), certain custom and special order, and/or certain net priced items or items subject to a manufacturer's MAP policy.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
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74	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	From business essentials to facility supplies, custom print to furniture, Staples offers an unmatched selection of products and services, saving Sourcewell participating entities the time and expense of dealing with multiple vendors. With free next-day delivery available for hundreds of thousands of products on our e-commerce site, Staples is ready to help Sourcewell participating entities get more done every day. Our industry-leading breadth and depth of solutions includes: INNOVATIVE PRODUCT SOLUTIONS With the introduction of our new innovative products, we offer tools and systems that help drive solutions in business essentials, breakroom, facilities, technology and furniture: • Tru Red – Thoughtfully designed business essentials to help Sourcewell participating entities work, create and innovate better. Quality tested and engineered to last. • Staples Tech – Tech products to keep teams connected and productive — whether they're at the office or the airport, a coffeehouse or the couch. • Coastwide Professional – Professional-grade facility and pack and ship supplies built to spec and made to perform, with no wasted product or labor. • Perk – Breakroom essentials designed with quality, value and just the right touch of personality to bring fun and energy to break time. • Pick Me Up Provisions – An assortment of light, medium, and dark roast coffees in a variety of pack sizes to fit Sourcewell participating entities' needs. • Union & Scale – Furniture and decor that work together in perfect harmony. There's a collection for every style and work style. We've simplified our product assortment to focus on the right choices for business versus every product out there. So, it will be easier to get exactly what Sourcewell participating entities need. • Business Essentials: Staples will fulfill the essentials for teams to be more productive, organized and inspired. We carry everything from copy paper to smart phones and accessories, with a wide selection of green and MWBE products. • Facility Solutions: As one of the largest providers of cleaning and janitorial supplies in the country, we offer over 5,000 in-stock professional-grade products from top brands including Georgia-Pacific, Kimberly-Clark, Diversey, GOJO, Rubbermaid and our top-selling brand, Coastwide Professional. Plus, our team of GBAC-certified facility experts, and are skilled at identifying cost and labor-saving opportunities through no-charge site assessment. We also offer dispenser installation and removal of old units. • Furniture Solutions: As the best provider of office seating and furniture solutions, offering a diverse selection of commercial-grade seating, desks, tables, and storage solutions sourced from over 100 reputable manufacturers, including Allsteel, HON, Global, and National. • Print & Marketing Services: Customize everything from business cards to trade show banners, all in one place. Easily manage and streamline their assets across multiple locations with our seamless online experience or utilize our experts to get the job done. We help Sourcewell participating entities handle it all, from design to delivery, quality guaranteed. No matter the industry, scale, or complexity of their printing requirements, Staples Business Advantage combines high quality and expertise with speed, excellence, and minimal hassle. Plus, free delivery and no minimum required. • Technology Solutions: Staples is a one-stop shop for all their tech needs, we stock top-of-the-line products and accessories including computers, keyboards, mice, headsets, monitors, chargers and more. Get it fast with next day delivery available to 98% of the US. Our Technology Solutions offering includes a wide selection of products from everyday tech and data center solutions to printer fleet management and network services. With more than 1,000 vendors and suppliers, we offer more than one million items delivered nationwide. • Breakroom Solutions: Staples offers over 2,000 breakroom products. Everything from coffee and coffee programs, water and snacks to cups, bowls, cutlery, and appliances. We also offer the best water filtration units in the industry-plus fast delivery, free installation, ongoing maintenance, filter changes, and repairs from our vetted experts. • Mailroom & Shipping Supplies: Sourcewell participating entities can depend on Staples to have a huge selection of the best brands in business, mailroom and shipping supplies. We can help them get the job done right — every time. • Promotional Products: With more than 700,000 products plus well-cultivated relationships with a global supply network, Staples will help Sourcewell participating entities create unique branded solutions.
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Staples offers hundreds of thousands of products in a host of categories that are necessary for Sourcewell participating entities to manage and maintain their operations and facilities. These categories are ever evolving as customers' needs evolve but they currently include product categories such as office and school supplies, janitorial products and equipment, breakroom, safety, furniture, print, promotional products, technology and more. Some of our subcategories include: OFFICE SUPPLIES • Writing Supplies • Folders & Filing • Business Essentials • Calendars & Planners • Ink & Toner • Notebooks & Notepads • Office Basics • Binders & Accessories • Desk Organizers & Accessories • Storage & Organization • Stamps & Pads • Bags & Backpacks PAPER • Copy Paper • Stationery & Invitations • Journals & Diaries • Loose Leaf & Graph Paper • Envelopes • Resume & Fine Business Papers • Post-it® & Sticky Notes • Index Cards • POS Paper Rolls for Printing Receipts • Business & Loyalty Cards • Calendars & Planners • Forms FACILITY MAINTENANCE • Paper Towels • Toilet Paper

	• Can Liners • Dilution Control Chemicals • Safety Supplies • Air Fresheners & Deodorizers • Floor Care • Waste Receptacles • Cleaning Chemicals & Wipes • Dispensers & Restroom Equipment • Hand Soaps & Sanitizers • Cleaning Tools BREAKROOM • Coffee: K-Cups, Filters, Sweeteners, Creamers, Stirrers & Straws, Coffee Filters • Snacks & Food • Water & Beverages • Plates, Cups, Napkins & Cutlery • Breakroom Appliances: Napkin Dispensers, Microwaves, Water Filters & Dispensers • Breakroom Furniture: Table & Chair Sets, Coffee Cart, Boards & Easels, Stacking & Folding Chairs, Cafeteria Tables PRINT & MARKETING • Document Printing • Marketing Materials • Signs, Banners & Posters • Business Cards • Labels & Stickers • Stamps & Embossers • Stationery • Cards & Invitations • Forms PROMOTIONAL PRODUCTS • Men's and Women's Apparel • Unisex Apparel • Youth Apparel • Apparel Accessories • Headwear • Bags and Coolers • Travel • Drinkware • Home Goods • Tech • Food and Drink • Health and Wellness • Events and Tradeshows • Awards and Recognition • Office Essentials • Pens & Writing Instruments • Outdoor and Leisure • Auto and Tools • Toys and Games • Pet Products • Gifts TECHNOLOGY PRODUCTS • Audio, Headsets & Microphones & Speakers • AV Furniture, Power Devices, Batteries & Carts • Bar Code Scanners • Consumer Electronics Accessories • Desktops • Displays, Monitors & Large Format Displays • Input Devices • Memory • Networking, Network Devices & Accessories • Notebooks • Output Devices • Point of Sale Equipment • Printer Consumables • Printers & Scanners • Single/Multifunction & Office Machines • Projectors • Servers • Software & Licensing • Storage Devices • Tablets & eBook Readers • Tech Services, Configuration, Tech Recycling, Chrome Services • Telephones Video & Audio Conferencing • Televisions & Flat Panels • UPS & Power Devices • Video Game Consoles & Accessories • Warranties • Workstations	
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Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
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76	Display item description, catalog price, contract price, and photo (if applicable)	☒ Yes ☐ No	StaplesAdvantage.com displays item description, photos and the participating entities' contract pricing. However, the site does not show catalog pricing. All products include images, full description and detailed product specifications, with partial graphic support for wholesaler items on StaplesAdvantage.com.	*
77	Enhanced catalog content (stock, availability, ship/delivery date, product reviews, filters, comparables, etc.)	☒ Yes ☐ No	Users on StaplesAdvantage.com can confirm that an item will be delivered the next business day by checking the delivery icons on search results and product pages, as well as in the cart. These clear indicators for every item provide the expected delivery date information so that users can confirm if an urgent item will get there on time and can plan for the arrival of a large order or item. Our e-commerce site allows Sourcewell participating entities to search by keyword or item number for a summary of categories and top-ranking items that match their criteria. They can narrow results by category, brand or their recently purchased items. Advanced search with auto-suggest terms allows end users to find what they want fast and the ability to add to their cart from search to save time. StaplesAdvantage.com provides product reviews on the product page to give our customers an opportunity to rate, comment and share images on products they have purchased. Other consumers can read these when making a purchase decision. Staples customers can compare various product features based on customer reviews before they narrow down their choice to the most favorable one. In addition, users can also compare similar products, by selecting two or more items to compare and clicking the compare button.	*
78	Order tracking and order history	☒ Yes ☐ No	Sourcewell participating entities can view details on all orders placed in the past 90 days, track their orders and view proof of delivery. Our package tracking is updated based on carrier event scans, and we identify which items are in each box in a shipment, so their employees know exactly what products are coming and when. Recent orders in progress will display on your home page or click on Orders to view, search, track, reorder and return from your Order History. "Your Orders" allow users to view full tracking history, see the number of items and boxes for delivery, reorder or even make a return.	*
79	Customized agency portal or punchout	☒ Yes ☐ No	Sourcewell participating entities can customize their platform with special instructions and messages to keep users in program compliance.	*
80	Agency preferred products listing	☒ Yes ☐ No	Depending on the situation, Staples may identify preferred items with a customizable On Contract or Core Item icon that can contain a participating entity's own message. For example, individual participating entities can opt for it to display (Entity) "Contract Item" instead of "On Contract." This message will appear with the icon wherever product information is displayed. Users will see the icon on product pages, shopping lists, shopping carts and order status screens. Participating entities can also click the heart icon on product tiles and pages to easily add items to a shared or personal shopping list that can be made a favorite.	*
81	Agency blocked item removal	☒ Yes ☐ No	Upon mutual agreement between the participating entity and Staples.	
82	Multiple ship-to locations	☒ Yes ☐ No	User and Location Management allows participating entities to easily add new users, supervisors and account administrators and remove or add shipping locations associated with user profiles.	
83	Display of eco-label or green certifications or attributes	☒ Yes ☐ No	Eco-conscious and recycled items are identified with icons on our search pages and item descriptions, making them easy to find from any search or shopping list.	

84	Search by eco-label or green certifications or attributes	☒ Yes ☐ No	Eco-conscious and recycled items are identified with icons on our search pages and item descriptions, making them easy to find from any search or shopping list.
85	Tiered approvals	☒ Yes ☐ No	Participating entities can establish spending limits and approval routing to track account expenditures by user and department.
86	Help function	☒ Yes ☐ No	The StaplesAdvantage.com Help Center enables customers to search help topics, manage their account, track or return orders, view or print their packing slip, get pre-paid address labels to recycle ink and toner and more.
87	Live chat	☒ Yes ☐ No	Our e-commerce site offers a proactive chat feature that helps users quickly find the products they need by interacting with a live agent. This feature helps reduce the time spent searching for and comparing products. By providing more product intelligence prior to purchasing, live chat also decreases returns and helps ensure the best product solution is selected for the purchaser.
88	Integration with agency eProcurement/ERP platforms	☒ Yes ☐ No	Staples has experience integrating with over 150 third-party purchasing platforms.
89	AI-driven recommendations for product substitutions, savings opportunities, and frequently ordered items	☒ Yes ☐ No	Staples uses algorithms based on purchase behavior which are not currently AI-driven. Product Substitutions: In our efforts to continually improve service and reduce costs, the Staples Account Managers will work with Sourcwell participating entities to identify items that are crucial to their organization for which they might want to designate an appropriate back-up item. Approving alternate products available on high-use and/or critical items ensures that we're able to meet Sourcwell participating entities' business needs for specific products in a timely fashion. Savings Opportunities: If a quality, lower-cost alternative is available, it will display on the ordering page. Sourcwell participating entities will have the option to purchase the alternative item or continue with their initial selection. Search Features: You can utilize the Search box at the top of most StaplesAdvantage.com pages to search for products by keywords or part numbers. Search results can be filtered by category, product type (i.e. recycled products, Minority or Women-Owned Enterprise products), product attributes (i.e. size, color as well as others which vary by type of product), brand or products previously ordered. Shopping Lists: Sourcwell participating entities can create and save lists of frequently ordered or preferred contract items for faster reordering while maintaining program compliance. They can easily add new items to a shopping list by clicking on the Add to List icon on product tiles and pages.

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 90. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
All	Please see attached redline.	Per Addendum 3 dated June 6, 2024, Staples has provided our redline to the sample Sourcwell Contract Template in the Additional Documents section of the Sourcwell Procurement Portal.

Documents

Ensure your submission document(s) conforms to the following:

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jeff Hall, Chief Financial Officer, Staples Contract & Commercial LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 3 Office Supply RFP 070924 Thu June 6 2024 03:25 PM	☒	1
Addendum_2_Office_Supply_RFP_070924 Mon May 20 2024 06:39 PM	☒	1
Addendum 1 Office Supply RFP 070924 Thu May 16 2024 02:19 PM	☒	1



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: October 2, 2025

Item #: 12.A.7. Sourcewell Contract Purchase - NAPA Auto Parts.

Department: Fleet

Presented By: Michael Dietz

Item Attachments: 1. Sourcewell Contract #100124 - NAPA Auto Parts

Summary:

This will authorize the city to purchase auto parts from NAPA that are needed for vehicle repairs.

Background Information:

This will allow the city to purchase auto parts from NAPA as needed for city vehicle repairs using Sourcewell Contract #100124-GPC.

Financial Summary:

These purchases are budgeted purchases in the budget.

Staff Recommendation:

Staff recommends approval.

NAPA Auto Parts # 100124-GPC

Pricing for contract #100124-GPC offers Sourcewell participating agencies the following discounts:

- A range of 46%-72% off list price depending on the item category.

**MASTER AGREEMENT #100124****CATEGORY: Aftermarket Vehicle Parts and Supplies****SUPPLIER: Genuine Parts Company dba NAPA Auto Parts**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Genuine Parts Company dba NAPA Auto Parts, 2999 Wildwood Parkway, Atlanta, GA 30339 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on January 10, 2029, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in (Solicitation #100124) to Participating Entities. In Scope solutions include:
- a) Aftermarket repair, replacement, and maintenance parts, supplies, and services for gasoline, diesel, compressed natural gas (CNG), propane, hybrid, and electric automobiles, sport utility vehicles (SUV), light duty trucks, medium duty trucks, heavy duty and vocational trucks, buses, and motorcycles.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) Supplier Representations:**
- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and security interests, and are subject to the terms of written warranties of the manufacturer of the applicable product within the Included Solutions, and Supplier shall use reasonable commercial efforts to assist the Participating Entity in processing all warranty claims that the Participating Entity may have against a manufacturer. The manufacturer's warranty will be the sole and exclusive remedy of the Participating Entity in connection with any claims concerning the Included Solutions supplied hereunder. ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. Copies of the manufacturers' warranties are available to the Participating Entity upon request. Supplier will pass through all available warranty benefits from the applicable manufacturer to the Participating Entity to the extent permitted by contract or law.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R. § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when (i) a Participating Entity accesses Supplier's Included Solutions with United States federal funds and (ii) Supplier has provided its prior written consent.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing

regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcwell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient

must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcwell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

- x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.
- xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.
- xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including reasonable attorneys' fees incurred by Sourcewell, arising out of any negligent act or omission or intentional misconduct in the

performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by such negligence or intentional misconduct. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier to the extent of Supplier's indemnity obligations herein. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds but only to the extent of Supplier's indemnity obligations herein.

- d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

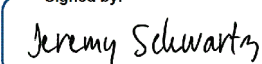
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Genuine Parts Company
dba NAPA Auto Parts

Signed by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 1/9/2025 | 5:34 AM CST

DocuSigned by:

By: A34FEA2A641D422...
Bret Robyck
Title: Sr. Vice President
Date: 1/8/2025 | 3:33 PM CST

100124-GPC

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RFP 100124 - Aftermarket Vehicle Parts and Supplies

Vendor Details

Company Name: Genuine Parts Company dba NAPA auto Parts

Does your company conduct business under any other name? If yes, please state: NAPA Auto Parts

Address: 2999 Wildwood Parkway
Atlanta, Georgia 30339

Contact: Don Lachance

Email: don_lachance@genpt.com

Phone: 404-386-4157

Fax: 404-386-4157

HST#: 580254510

Submission Details

Created On: Tuesday August 13, 2024 07:35:16

Submitted On: Friday September 27, 2024 14:12:03

Submitted By: Don Lachance

Email: don_lachance@genpt.com

Transaction #: 7c568b36-caba-405c-ad6c-adc50f0b6edb

Submitter's IP Address: 136.228.217.83

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Genuine Parts Company dba NAPA Auto Parts 2999 Wildwood Parkway Atlanta Georgia 30339	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	NAPA Auto Parts locations Nationwide. All 6000 NAPA Auto Parts Stores will delivery solutions for this contract. Genuine Parts Company dba NAPA Auto Parts Headquarters will facilitate the management of the administrative fees, reports and legal documents needed for the contract.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	DZ8RD2EBBMK5	*
5	Provide your NAICS code applicable to Solutions proposed.	423120	
6	Proposer Physical Address:	Genuine Parts Company 2999 Wildwood Parkway Atlanta Ga. 30339	*
7	Proposer website address (or addresses):	www.genpt.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Bret Robyck Sr. Vice President 2999 Wildwood Parkway Atlanta Ga. 30339 Bret_Robyck@genpt.com 678-934-5166	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Don Lachance National Sales manager Government Fleet 2999 Wildwood Parkway Atlanta Ga. 30339 Don_lachance@genpt.com 404-386-4157	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A	*

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Genuine Parts Company, founded in 1928, is a Fortune 200 (NYSE: GPC) service organization engaged in the distribution of automotive replacement parts, industrial replacement parts and electrical/electronic materials. In 1928, Carlyle Fraser founded GPC with the purchase of Motor Parts Depot in Atlanta, Georgia for \$40,000. He then renamed the parts store Genuine Parts Company. The original GPC store had annual sales of \$75,000 and had only six employees. Over the last 96 years, GPC, in relationship with NAPA, has grown rapidly as the number of independent car repair garage shops has increased. From the beginning, GPC stressed swift, reliable service to outflank the competition. GPC has continued to grow through the acquisition of other companies in the automotive and industrial industries. Today, the Company serves tens of thousands of customers from more than 3,600 operations in the United States, Canada, Mexico, Australia, New Zealand, Indonesia, Singapore, France, the U.K., Germany, Poland, the Netherlands, Belgium, and China and has approximately 50,000 employees and annual revenues exceeding \$21 billion. With more than 96 years of distribution expertise, GPC's commitment, and reputation for just-in-time service position us as a critical partner in our customers' success.	*
12	What are your company's expectations in the event of an award?	Our expectations are to engage our 6,000+ company owned and independent NAPA stores and 52 distribution centers across the US to train their sales team on the benefits of our Sourcewell contract and how to reach out to current and potential members regarding their aftermarket parts needs. Additionally, we plan to service Sourcewell members with national coverage (U.S.) in the category by providing them new equipment to meet their shop equipment needs. NAPA Canada is under the GPC umbrella, but operates as a separate entity. We feel that Canadian Sourcewell Members can utilize this response. Pricing will be different in terms of the currency and other variables. NAPA Canada also partners with Rural Municipalities Association (RMA), a sister cooperative, on certain contracts in Canada. Between NAPA US and NAPA Canada, we attend dozens of industry events each year that allow us to promote our solutions and our contracting options through Sourcewell. The Sourcewell partnership will be a large part of our marketing and promotional focus over the life of the contract.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	GPC has had 96 years of profitable growth and 65 years straight of increased dividends to our Stock Holders. Our company results are made public and are posted under the Investor page at www.genpt.com . We have also included our 2023 Annual Report in the attached documents for this RFP.	*
14	What is your US market share for the Solutions that you are proposing?	NAPA Auto parts has a 9% market share of the overall Automotive parts sales in the US.	*
15	What is your Canadian market share for the Solutions that you are proposing?	NAPA Auto parts has approximately 6% of the Canadian Automotive parts market.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	None, There have been no Bankruptcy proceedings for Genuine Parts Company dba NAPA Auto Parts	*

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Our company is both a distributor/dealer/reseller and a service provider with respect to this contract and is authorized to act as such for the products and services proposed in this RFP. a) Distributor/Dealer/Reseller: GPC/NAPA has an internal supply chain of NAPA branded aftermarket parts and supplies that we distribute through our 52 distribution centers and 6,000+ retail stores in the US and eight distribution centers and 600+ retail locations in Canada. These stores are a mix of company-owned and independent locations that exclusively are authorized to distribute aftermarket NAPA branded parts. The NAPA catalog of parts contains more than 565,000 SKUs of automotive parts, supplies, tools and equipment. Our network of 52 distribution centers and 6,000 retail stores (4100 independent and 1,900 company) are the only authorized distributor and reseller of the parts that we propose in this RFP. Our 4,100 independent stores will all be bound by this agreement and will be authorized to sell per our Sourcwell contract, should we be awarded. b) Not only is NAPA a distributor of parts, but we leverage our distribution chain that gives nightly access to inventory at all distribution centers, parts delivery services, and our relationships with vendors that allow Sourcwell customers to order directly when needed to support their fleets.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	GPC has all the licenses necessary to purchase, warehouse, transport and distribute for the commerce contemplated in this RFP. We hold these licenses and certifications in Canada, all 50 States in the US, Guam, Mexico, Australia, and Europe for the products we distribute and services we provide throughout these countries.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	GPC has not been suspended or disbarred from the delivery of parts or services outlined in this RFP.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	In 2021 NAPA Auto Parts automotive division and our Integration business operations combined to win the 2021 Legacy award with Sourcwell. In 2019, Jett Kuntz, Vice President of NAPA IBS, was awarded the Sourcwell Pioneer award at Sourcwell's H20 conference for his vision, commitment and drive to grow our current contracts with Sourcwell. In the last five years, our contracts have grown exponentially through Jett's and the NAPA Fleet team's commitment to cooperative purchasing. In their press release announcing the award, Sourcwell stated: "Jett has supported Sourcwell's mission beyond cooperative purchasing. He shows great respect for other people in a manner that is rarely as authentic and genuine. He is committed to the cause, confident in supporting what they commit to, and willing to go where others cannot see a way. And like the other Sourcwell Pioneers, he has always been willing to share information and ideas with fellow vendors to help them grow their contracts. He was part of our 1st Vendor Advisory Committee and remains an active committee member helping guide our growth and represent the vendor voice as we plan for Sourcwell's future." Our parts supply business is also awarded with the successes of our customers. Over the past decades our NAPA customers have received hundreds of local and national awards. In Government Fleet Magazine's 2019 Leading Fleet Awards, dozens of fleet organizations received awards of operational excellence and have attributed part of their success to NAPA. These awards are given to the best fleets for their use of industry best practices, forward-thinking initiatives and in many cases revolutionary contracting solutions. This is one of the highest honors in government fleet business.	*
21	What percentage of your sales are to the governmental sector in the past three years?	In the past three years, we have exceeded 15% percent of our Automotive Fleet Parts Group sales in the government sector.	*
22	What percentage of your sales are to the education sector in the past three years?	Of our government business, approximately 12 percent of our sales are in the education market (K-12, Higher Education).	*

23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Sourcewell-Aftermarket Parts and IBS \$160,000,000 NASPO ValuePoint -Aftermarket Parts, Tools & Equipment \$56,000,000 E&I Educational Cooperative \$1,000,000 Texas BuyBoard - Aftermarket Parts Oils & Lubricants \$1,000,000 Axia \$1,000,000 ST of GA \$15,000,000 St of TN \$6,000,000 ST of WA \$10,500,000 ST of NJ \$6,800,000 ST of MA \$6,500,000 ST of VA \$4,500,000 ST of LA \$4,600,000 ST of CA \$5,800,000 ST of WV \$4,000,000 ST of CT \$3,000,000	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GPC/NAPA holds no GSA schedules at this time.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
State of California	Yolanda Tutt Department of General Services Procurement Division	279-946-8401	*
State of Georgia	Mary Zirock Chief Procurement Officer	404-631-1218 mzirock@dot.ga.gov	*
City of Sacramento, CA	Mark Stevens Fleet Manager	916-808-5869 mstevens@cityofsacramento.org	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Total Estimated U.S. & Canada GPC Employees = 51,000 We have a national Sourcewell sales initiative managed through Don Lachance, NAPA's government fleet sales manager. Our 52 distribution centers also have dedicated Territory Sales Managers, Commercial Sales Managers and Wholesale Managers, comprising 400+ sellers directly in the market. Finally, our 6,000+ NAPA stores have their own direct sales teams to help promote Sourcewell opportunities. All in, NAPA has more than 7,000 people who have a responsibility to promote and sell the Sourcewell contract in the U.S. and Canada.	*

27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	GPC in 2024 owns and operates 52 distribution centers located throughout the United States that have return privileges with most of their suppliers, which protects GPC from inventory obsolescence. These distribution centers are located in 40 states and service approximately 1,900 domestic company-owned NAPA AUTO PARTS stores located in 45 states and approximately 4,100 independently owned NAPA AUTO PARTS stores located in all 50 states. NAPA stores, in turn, sell to a wide variety of customers in the automotive aftermarket. Collectively, these independent automotive parts stores account for approximately 55% of the total U.S. APG sales and 20% of GPC's overall total sales. When a Sourcewell member customer orders a part, directly or online, the first resource to fulfill that request will be the nearest NAPA servicing store. If the part is in stock, it will be delivered to the customer within an agreed upon time frame, and maybe included in a daily/nightly shuttle delivery. If the part is not in stock at the nearest store, secondary and tertiary NAPA stores will be sourced from and the part will be included in a one-off or scheduled delivery. In situations where the part is not available at any nearby NAPA stores, our Distribution Centers carry millions of dollars of inventory that can be used to fulfill the request. As a final resort, we can always contact the part manufacturer directly to explore direct sourcing options. In all situations, there is a local team of sourcing experts who are dedicated to fulfilling all requests by Sourcewell members	*
28	Service force.	As mentioned in our response to Question #26, we have more than 51,000 people dedicated to ensuring the parts Sourcewell customers need are available and delivered on time across the US and Canada. From a product availability standpoint, having 52 DCs enables NAPA to provide product as close to the customer as possible in most states including Alaska, Hawaii, and most US Territories. This is facilitated through the DC delivery process of deliveries to all 6000 stores a minimum of 5 times per week. NAPA uses a process of vehicle registration and product data to stock our DCs and stores by ZIP code. This ensures that we have a market specific product mix in each of our stores. NAPA 's DCs have on average \$6 -\$ IOM in inventory. Store sizes vary in size and scope, but with 6,000 in the US alone, we have one of the best store footprints in the automotive aftermarket. NAPA has 6000 thousand stores with between 2 and 6 delivery vehicles per store servicing the Sourcewell members and hundreds of tractor trailers delivering to the stores each night. Our personnel in each distribution center provide a comprehensive mixture of sales and product specialists that are available to service Sourcewell members. The list below illustrates the positions and the individuals focused on the sales and services contemplated in this RFP: • Sales Manager • District Manager • Wholesale Manager • Business development Managers • Major Account Government Sales Manager • Territory Sales Managers 3 to 5 • Business Development managers (Outside Sales Representative) one per GPC owned store, 2 to 25, depending on the number of company-owned stores • Store Sales Counter people • Independent NAPA store owners, outside sales, and counter people In total, there are nearly 10,000 people involved in the distribution of parts to, and customer satisfaction of, all of our Sourcewell member partners. The following is a look at the overall process flow for selling and managing Sourcewell contracts, along with which teams are involved at each stage: 1. NAPA HQ team sets standard operating procedures. 2. Sales force promotes the contract to customers. 3. Service force executes contracts and opens and manages sites. 4. Marketing team conducts regular business reviews to promote contract retention. 5. HQ team ensures compliance, reporting and overall growth	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	All orders will go through the local servicing NAPA stores. Via Electronic ordering, phone, fax or a walk in visit to our NAPA store. Orders and returns will follow the same process through the servicing NAPA store.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our customer service program begins when the customer places an order and stays involved throughout the lifecycle of each order and the overall contract. When customers place an order directly with their servicing NAPA store, online via NAPA ProLink, or through a punch-out in their enterprise system, customer service functionality is built into the process to address questions and issues as they arise. When it comes to delivery times, NAPA's standard metrics are as follows: • In-Stock Parts Ordered Delivered within 60 minutes or less • Non-Stocked Parts Ordered Delivered the next day • Rare or Special Parts Ordered Delivered within 2 days NAPA has a special delivery feature that other providers do not offer. In the case of a special order part that is not available at local stores or distribution centers, Sourcewell members can access ordering from the manufacturer directly through NAPA Xpress, a function of our ProLink online cataloging portal. For example, if a city requires a one-off starter for an uncommon police vehicle and the local NAPA store and distribution center network does not have the part in stock, they can use NAPA Xpress to connect to that starter's manufacturer and have the part shipped directly to them, even next day, via UPS. NAPA Xpress is also available when ordering from a store via phone – the ordering member just needs to request direct to customer shipping. Finally, our customer service program continues after the purchase to support warranty claims on qualified products, as well as core credit and return processing. In the case of such types of return transactions, NAPA's local team is there to facilitate the process with the local NAPA DC or directly with product manufacturers to get each Sourcewell member the parts they need and the credits they are owed.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	GPC/NAPA is a current Sourcewell contract holder and is able and willing to provide all parts and services expressed in this RFP. We have a mix of company-owned and independent NAPA stores across the country that are fully bought in on participating in any agreement that arises from this proposal. While it is up to the individual independent stores to decide whether or not to participate, any store that elects to do so will generally do so under the terms proposed and agreed upon here. We have outlined our service and distribution network in several questions so far, so we would like to discuss our ability to promote this contract, if awarded. We have learned that educating our dealer locations on the specifics of the Sourcewell contract and their responsibilities to seek out lists of target Sourcewell contracting agencies is the first line of success for NAPA and Sourcewell. We also have a headquarters support network that helps us stay on track with our commitments to Sourcewell and its members by monitoring contract activity and promoting the cooperative purchasing message across our entire enterprise. The ability to provide these products and services starts and ends with effective communication and execution of the program to our 6,000 stores that deliver the value to Sourcewell members daily.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	NAPA Auto Parts (UAP Inc.) has a wealth of resources, both in the field and in the office across Canada to implement large agreements such as requested by Sourcewell. We have resources at our head office in Montreal as well as in each region including the Pacific/West, Ontario, Quebec and the Atlantic. NAPA will allocate the necessary resources to ensure Sourcewell's needs are met. Across Canada, we have over 4,800 full-time direct employees servicing our stores, distribution centers and offices. We have a mix of company-owned and independent NAPA stores across the country that are fully bought in on participating in any agreement that arises from this proposal. While it is up to the individual independent stores to decide whether or not to participate, any store that elects to do so will generally do so under the terms proposed and agreed upon here. The NAPA Auto Parts Division is a network made up of automotive parts and accessories stores and paint and body product stores. We have nearly 600 NAPA Auto Parts stores across Canada and over 50 NAPA CMAX Paint and Body Shop Supply Stores. It also includes 8 distribution centers across Canada including the Atlantic, Quebec, Ontario, West and Pacific regions. Including 1 logistic center in Long Sault, Ontario. Napa will be supporting the Sourcewell contract amongst 4 regions across Canada: Atlantic, Quebec, Ontario and the Western region. NAPA Canada also partners with Rural Municipalities Association (RMA), a sister cooperative, on certain contracts in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	NAPA has a strong presence in every region and is fully capable of serving the entire US and Canadian geographical locations described in this RFP of current and future members and represented associations. NAPA has a national presence from coast to coast across both the US and Canada. Thanks to our 6,000-store US and 600-store Canadian network and our strategic distribution center locations, we can meet all members' needs in a short amount of time, wherever they are operating	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	NAPA stores will cover all 50 states and all areas in those states with same to next day service. NAPA also services all 10 provinces in Canada through this contract with 600 NAPA Canada/UAP stores that can offer the same services at the Canadian pricing provided in this RFP	*

35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no general contract restrictions that apply to any location in the US that NAPA services, including Hawaii, Alaska and US Territories.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Depending on the entity and there qualifications as a non-profit we can extend terms to non-profits but many Master agreements do not offer contract abilities and pricing to non-profits as Sourcewell does. We rely on Sourcewell for most of our Non-profit Master agreements.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	NAPA's general marketing program strategy to promote the contract nationally will be to provide a full array of marketing flyers, sales sheets, and announcements through announcement bulletin utilization for both the new award and updates during the contract period. The implementation of those aspects will bring visibility to the Sourcewell member in our stores through the mobilization of our field sales force. Specific training videos have already been put in place in support of the contract we currently have to train sales management, store owners, outside salespeople, and store employees. This training will directly increase the marketability of the contract throughout our sales organization. Co-branding of our logos will be incorporated on these pieces to inform the recipients of our "regular" marketing collateral to inform that NAPA is a Sourcewell contract holder. If awarded, Sourcewell contract details will be communicated through our national bulletin process. This program bulletin communicates to all 6,000 stores, Field Sales Management, and all direct sales teams the specifics of the new contract, the contract pricing, and the intent of the program through the contract award. Once published, the bulletin will be available through our internal website entitled NAPA Connect. This site is where all stores and field management go to see and understand all the national account programs that NAPA provides to its stores. If awarded, Sourcewell will continue to be classified in our national account programs. NAPA has a great deal of system or legacy knowledge built into our culture based on the number of years that we have enjoyed the contractual relationship, but our communication will not take that for granted. NAPA has a national team dedicated to marketing and growing our most important contracts, including everything Sourcewell. In addition to training this team on selling the value of our Sourcewell contract, we have headquarters-driven digital and print marketing efforts as well. Below are several examples of our available marketing materials and efforts and samples will be provided as attached documents. • Salesforce.com – customer relationship management software that has been customized to track communications, lead progress, contract status, success metrics and more for Sourcewell prospects and existing customers. This allows our sales team to sell the program more efficiently. • Print Materials – marketing materials available to our sales team and customers include Sourcewell customer case studies, Sourcewell benefits and process flyers, customer information packet content and more. • Presentation Materials – our team has access to a predeveloped suite of digital content and presentation materials (PowerPoint slides) that promote the benefits of implementing Sourcewell contracts. • Video Content – we are in the process of developing specific video content that discusses Sourcewell opportunities with existing IBS customers using the contract. These videos will be available for use in presentations, on our website, on social media and more. • Fleet Industry Events – NAPA sales and marketing experts attend more than 50 industry events across the US and Canada each year and we make specific efforts to promote the Sourcewell contract at each one where it applies. Some of the most significant industry events we attend on a regular basis include: National Events - o NAFA I&E www.NAFA.org - o Government Fleet Expo (GFX) www.governmentfleetexpo.com - o Fleet-Con presented by Fleet Pros www.FleetPros.org Regional Events - o Florida Association of Government Fleet Administrators (FLAGFA) www.FLAGFA.org - o Georgia Association of Pupil Transportation (GAPT) www.GAPTonline.org	*

38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	NAPA Marketing employs a team of experts dedicated to effectively driving web traffic to various NAPA websites that promote our products and contract opportunities. The team uses search engine optimization strategies, including site metadata, to reach the widest possible audience of qualified decision makers for Sourcewell entity prospects and current members. Social media, such as LinkedIn, is an avenue we use to both network with fleet decision makers who we can educate about Sourcewell and promote events that we will be participating in. We further participate on event websites, in digital newsletters and email blasts and mobile apps. We also promote customer and vendor awards that tie into our Sourcewell offering to grow awareness and interest in the contract. All social media efforts are tracked so we can optimize our performance with respect to driving interest in this contract.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	We feel it is our job to educate our sales team on Sourcewell and make it an integral part of the way they sell our aftermarket solutions to governments. The materials and tools we provide to our team have been developed specifically to this end and every applicable customer we meet with is presented the Sourcewell contract option. While we will continue to drive the success of this partnership, there are clearly defined ways in which Sourcewell can help the marketing effort: • Marketing Materials – Sourcewell can provide materials that help train our specialists and educate our customers on the benefits and procurement process of using Sourcewell contracts. • Continuing Education – provide our team with access to Sourcewell knowledge through online training, live and digital seminars, trade show involvement and personal consulting via phone calls with your team. • Government Contacts – supply direct access to government fleet and procurement decisionmakers who have expressed interest to you in the Sourcewell contract. • Legislation – continue to drive legislative approval across the US and Canada for the ability to adopt Sourcewell contracts	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes, our products are available through e-procurement and other digital platforms and we have a large number of government customers using these ordering vehicles today. The following are a few of the most common digital methods used to order from us: • NAPA Online: Our primary online ordering portal, www.NAPAOnline.com offers a catalog of more than 560,000 parts and supplies that are available to Sourcewell members today. Ordering online allows stock and hot-shot orders to be placed by an agency and fulfilled through the local servicing NAPA store or distribution center in the most timely way possible. • NAPA ProLink: NAPA ProLink is another exclusive online ordering and messaging system for customer shops to order NAPA branded parts from our stores or distribution centers. It gives the customer direct digital access to our catalog of more than 560,000 SKUs, all available on this contract. • Enterprise E-Procurement: NAPA has the capability to provide digital cataloging through punchouts and EDI interfaces placed directly within a customer's enterprise procurement system. On our e-commerce website, www.NAPAIBIZ.com, we show companies that use large eProcurement programs how to register with NAPA to access our NAPA catalog. Platforms supported include Ariba, SAP, Oracle, Epicor, Katera, Jaggaer, Proactis/Perfect Commerce, Coupa and more. We also offer digital warehousing solutions with JD Edwards and Manhattan products.	*

Table 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Product training on all diagnostics available through NAPA AutoTech program and available online at www.NAPATraining.com . This is a fee-based training comprehensive program for classroom and web. Training / maintenance offered by most NAPA suppliers, much at no cost. No training is standard as expertise will vary from one employee to another, all training is to be scheduled and discussed. All NAPA Tools & Equipment suppliers offer suggested maintenance procedures for products sold. This would include proper installations, safety procedures and contacts for on-site installations. NAPA provides training on many levels. Technician Training: a. Designed for the professional technician. b. Provided by professional certified trainers c. Shop Management Training d. Designed for the professional technician, shop managers e. Provided by professional certified trainers	*

42	Describe any technological advances that your proposed Solutions offer.	NAPA's proposal covers multiple technological advances in the following: • Electronic Ordering • Product Information • Diagnostic Repair • eProcurement • Audit process • Mechanical Shop and Body Shop Estimators • System integration, Shop management integration, ordering - NAPA currently integrates with dozens of shop management programs • ProLink is one of the industry's best electronic ordering interfaces. It provides catalog lookups, part images, and job "kits", recalls last and common orders, and loads specific vehicles (which are perfect with fleets with the same type vehicles) and more. • ProLink shows parts price and availability at the local NAPA store, as well as the store's supplying DC ProLink can be used to compare contract price with that of list so that price verification can be utilized at the time of ordering eliminates the need for calling and faxing; ordering is done online. NAPA can work with government agencies to provide special pricing on Mitchell On Demand: • This is a web and PC based program that aids Sourcewell members to estimate repairs for authorization. • Provide OE repair procedures and diagnostic aids. • Track labor and supplies to a specific asset. • Color wiring diagrams • Technical specifications that include optional Medium and Heavy Duty applications • Flow Charts • Technical Service Bulletins • Maintenance Schedule
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Our full Corporate Sustainability Plan will be provided as an attachment to this proposal. It is also available on our Sustainability page on www.genpt.com. Environmental stewardship is an integral part of who we are and how we do business. Our commitment to protect and preserve the environment focuses on high-impact areas where we can make a measurable difference for our teammates, suppliers, customers, communities and investors. RCI-Safe Solutions -Our Sustainability partner - has officially launched GPC's sustainability awareness efforts. Look for GPC's new GROW program to highlight specific environmental efforts made by employees. The GROW program focuses on targeted campaigns that emphasize personal responsibility and spotlights GPC's environmental heroes. GROW promotes a renewed approach of how to Reduce, Reuse and Recycle. GPC has the following priorities in place in terms of our Green Program • Reduce Air Emissions/Efficient Delivery Routing • Identify Pollution Prevention Opportunities • Communicate the Message • Practice Water Conservation • Reduce Fuel Consumption • Minimize Operational Waste • Implement Energy Conservation • Provide Green Products and Services NAPA Markets and Sells Many Green Initiative Products • Smart Washers • Challenger Water In-Ground Lifts • 3M lead free wheel weight system • Schumacher solar battery charger/maintainers • Energy Logic - waste oil burners • Vortex waterborne auto paint - no solvents • Valvoline Next Gen oil - made with recycled oil • Recycled Batteries, remanufactured electrical and steering components NAPA also has a detailed sustainability plan that is monitored and reported on annually. One of the three pillars of this plan is environmental sustainability and some of the results we have achieved are as follow: NAPA Fleet Management • Recycles more than 20 tons of tires annually • Recycles more than 3,500 gallons of oil annually General Recycling • More than 7,800 lbs. of cardboard annually • More than 6,400 lbs. of other waste annually Energy Efficiency • More than 750 lighting retrofits completed that reduced more than 52 million lbs. of CO2

44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Please see our complete Sustainability guide attached to this RFP response. At this time, our sustainability reporting is aligned to SASB and TCFD frameworks. We continue monitoring the regulatory landscape in the U.S. and internationally, including the recent proposed rule from the U.S. Securities and Exchange Commission (SEC) to mandate standardized ESG disclosures for public companies, as well as the Corporate Sustainability Reporting Directive (CSRD) rules in Europe. We will update our approaches and reporting to comply with regulatory changes as they occur. sustainability page at www.genpt.com.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	GPC has the capability to offer the following custom and unique value adds. • Integrated Business Solutions: existing Sourcewell Contract • Motion Industries ~4,800,000 SKUs of MRO and Industrial components and supplies to 150,000 MRO and OEM Customers through 10 distribution centers, through ~470 branches and 53 Service Centers, www.motionindustries.com - o NAPA Filters - www.napafilters.com, - o NAPA Heavy Duty - www.napaonline.com - o NAPA Undercar, www.napaonline.com - o NAPA Electrical Sales and Under hood, www.napaonline.com - o Martin Senour~ Paint, www.martinsenour.com - o Balkamp, www.balkamp.com - o NAPA Tools and Equipment, www.napaonline.com - o NAPA Brakes, www.napabrakes.com - o NAPA Heating and Cooling, www.napabeltshose.com • NAPA TRACS- Total Repair Automotive Computer System – powerful estimating, technical information and shop management solutions – www.napatracs.com • IBIZ – described above www.napaibiz.com • NAPA AutoCare Centers, www.napaautocare.com Largest network of independently owned automotive technicians in the US. ~15,000 automobile, truck, and collision centers MIC- Market Place Inventory Classification This is the process that uses RL Polk data and additional registrations of fleet and leased vehicles in all NAPA markets to determine proper stocking levels in stores and DCs. This means less downtime at the Sourcewell Member's repair facility due to NAPA having more and more of the right parts on the shelves. Mitchell 1, and Mitchell On Demand - Described above – www.mitchell1.com As mentioned, one of the most unique features of our service is the ability to integrate a customer's fleet software/work order management system into our inventory platform. This kind of integration seamlessly shares data between the two interfaces and allows work order, parts order, vehicle status, billing, reporting and other data to pass automatically between the two. This increases technician productivity and data accuracy by letting the customer know exactly where their parts are and attaching every part ordered to a specific unit and work order. Some of our integrations even perform automated invoice reconciliation, extending the benefits beyond the shop and into customer administrative and accounting departments. Some examples of our most successful integrations with third-party software systems available today include AssetWorks (FA, M5), Faster, RTA, Dossier, Chevin and many more.	*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
46	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		☐ Yes ☒ No	Genuine Parts Company is a publicly traded corporation. Thus, we are not a WMBE or SBE. However, expanding opportunities for small and women and minority owned businesses is important at NAPA. A strength of the NAPA capabilities for this RFP is that we are not all corporate stores centered around a large corporate office, but we are a collection of thousands of small businesses that can support the Sourcewell contract and its members' purchasing goals. Our main distribution and sales channel to Sourcewell members and prospective members will be through our 6,000 retail outlets, 4,500 of which are independently owned and operated NAPA Automotive and Truck Parts stores. Based on the size and geography of these locations, many may be qualified as SBEs, WBEs, DBEs and some in HUB Zones. As a corporation overall, we still maintain strict guidelines on diversity and inclusion in our operations. Our commitment to—and appreciation for—diversity and inclusion at Genuine Parts Company is a part of everything we do. You can see it every time we interact with customers, collaborate with colleagues and partner with members of the community. Across our Company, we value diversity and benefit from the exceptional insights, talents and experiences of our workforce. We believe that by embracing the differences and similarities of each individual, the work environment improves for our employees and enhances our overall business performance
47		Minority Business Enterprise (MBE)	☐ Yes ☒ No	
48		Women Business Enterprise (WBE)	☐ Yes ☒ No	
49		Disabled-Owned Business Enterprise (DOBE)	☐ Yes ☒ No	
50		Veteran-Owned Business Enterprise (VBE)	☐ Yes ☒ No	
51		Service-Disabled Veteran-Owned Business (SDVOB)	☐ Yes ☒ No	
52		Small Business Enterprise (SBE)	☐ Yes ☒ No	
53		Small Disadvantaged Business (SDB)	☐ Yes ☒ No	
54		Women-Owned Small Business (WOSB)	☐ Yes ☒ No	

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	Payment Terms are net 30 days, Payment methods are Check, ACH, or credit card	*

56	Describe any leasing or financing options available for use by educational or governmental entities.	NA	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	A copy of our Invoice document that is used on all transactions has been uploaded to the Documents section of this RFP. Standard documents or forms for ordering are also offered on our Prolink site for electronic ordering, and are included in the Prolink site that the customer will use and have a secure login and password specific to each user. NAPA can adapt and customize the process per the request of the entity.	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, NAPA accepts P-card payment with no additional charge to the end user.	*
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	NAPA's pricing model is a product category discount off list price. As NAPA has with previous contracts, we will continue to offer a competitive nationwide ceiling price for Sourcewell members. NAPA's list prices on individual products shall increase and decrease throughout the term of the contract. The pricing profile/methodology category Discount percentage shall, however, remain firm. NAPA passes on both price increases and decreases it receives from its suppliers on to the Members. NAPA cannot provide written notice to Sourcewell every time an individual product increases in price. The attached Sourcewell 9074 Price Profile will be implemented at the store level to all members that choose to utilize the Sourcewell contract. This pricing will be available at all company-owned and independent NAPA stores across the US. The pricing provided by NAPA Canada differs from that provided by NAPA US but is based off of a similar model and will apply across Canada as the US pricing does across the US. A copy of the List less Discount sheet attached.	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	As a list less discount percentage for parts by category for over 560,000 parts the discount range is 46% to 72% off list price depending on the item category.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	Special volume discounts and/or rebates may be offered on an individual basis, depending on the individual circumstances and the potential volume of the Sourcewell member. NAPA may offer special one-off pricing for volume or stocking orders if requested by the Sourcewell member. These prices will be handled on an individual basis and they will not exceed the contract price.	*
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	NAPA agrees to deliver from time-to-time sourced goods and services to be sourced and shall include all actual net costs including our actual cost and inbound shipping, plus a maximum 25 percent additional margin. This cost plus will be calculated and agreed upon between the Sourcewell member and the local NAPA store on a case-by-case basis	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Generally, parts and equipment are provided at the cost specified in our pricing list. NAPA does not charge Sourcewell members freight costs for standard stocking parts. Additional costs may be incurred for items outside of hard parts, such as special order shipping, training, equipment installation, etc. but these are typically nonstandard line items.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	As stated in Question 63, freight is not charged on NAPA parts, barring special requests or orders. However, if a part needs to be expedited for an emergency situation, the process is very simple. The agency lets us know the timeframe of the need, NAPA reaches out to our freight partners to estimate the cost, NAPA informs the agency of the charge and, with approval from the customer, we will agree to ship the part. In this case, the freight charge will be added to the invoice for that part as a separate line item for complete transparency.	*

65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	As we have a local presence in Alaska and Hawaii, there are no different terms or programs for these regions than in the continental US. Customer delivery distance from the servicing store will affect freight charges, but not differently in those regions. Exchange and returns are the same. In Canada, deliveries of products will be made free of charge. Freight charges may apply to garage equipment and emergency orders of automotive parts and accessories in which case Sourcewell members will have first agreed to the additional freight charges. Additional shipping costs are determined on case-by-case basis and are dependant on the items being shipped. It typically affects larger items (i.e. hoists) where costs are determined at the time of sale. NAPA works with our supplier network to provide a delivery method to "Drop Ship". In certain circumstances, such as large quantities or large products, it is a method we can offer to Sourcewell members. Offshore shipping will be established as "as needed" and agreed to by the NAPA store and the Sourcewell Member	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	NAPA has a special delivery feature that is exclusive to NAPA stores. In the case of a special order part that is not available at local stores or distribution centers, Sourcewell members can access ordering from the manufacturer directly through NAPA Xpress, a function of our ProLink online cataloging portal. For example, if a city requires a one-off starter for an uncommon police vehicle and the local NAPA store and distribution center network does not have the part in stock, they can use NAPA Xpress to connect to that starter's manufacturer and have the part shipped directly to them, even next day, via UPS. NAPA Xpress is also available when ordering from a store via phone – the ordering member just needs to request direct to customer shipping. The huge advantage of this program for Sourcewell members is that it harnesses access to inventories not only at local NAPA stores and distribution networks across the entire country, but through our manufacturers as well, all with one click or call	*
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	NAPA self-audits both our contract pricing to Sourcewell members and our sales reporting and administrative fee paid to Sourcewell each quarter. Contract Price Compliance Self Audit: NAPA has developed programming that will at the end of every quarter take the sales by Sourcewell members and compare them to the profile price. This new programming will enable for exception reporting to be accomplished so that NAPA will ensure that each equipment order is in contract compliance. Quarterly Sales Reporting and Administrative Fee Self Audit: To ensure that NAPA reports all sales under the contract each quarter and that NAPA remits the proper administrative fee to Sourcewell, a quarterly process has been instigated to ensure that all entities under contract have been flagged and reported appropriately	*
68	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Currently and if awarded NAPA uses a special system called TAMS within all 6000 NAPA stores that is turned on for each Sourcewell entity that utilizes this contract. They are given an account# and registered in our RAM system to track all daily sales transactions that are placed. All sales are measured month to date and year to date over previous time periods to track success and growth.	*
69	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	U.S. Operations: NAPA will pay Sourcewell 2% of net qualified purchases for the entire contract period (if awarded). NAPA shall issue contract fees to Sourcewell on a quarterly basis based on total qualified net sales of all registered Sourcewell members that NAPA US operations sell to for that period. The 2% administrative fee on all purchases shall be paid to Sourcewell within forty-five (45) days after the end of each calendar quarter. Canadian Operations: On any direct Sourcewell contracts in Canada, not involving any other associations or cooperative contracts, NAPA Canada will pay Sourcewell the same 2 percent administrative fee on all qualified NAPA parts purchases. The administrative fee on all purchases shall be paid to Sourcewell within forty-five (45) days after the end of each calendar quarter	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
70	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Yes, The pricing offered in this proposal is as good or better than than pricing typically offered through existing cooperative contracts.	*

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *
71	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	NAPA distributes replacement parts (other than body parts) for substantially all motor vehicle makes and models in service in the United States, including imported vehicles, trucks, SUVs, buses, motorcycles, recreational vehicles and farm vehicles. In addition, GPC distributes replacement parts for small engines, farm equipment and heavy-duty equipment. Our inventories also include accessory items for such vehicles and equipment, and supply items used by a wide variety of government customers in the automotive aftermarket, such as cities, counties, states, K-12 districts and higher education institutions. We offer light-, medium- and heavy-duty parts for municipal departments like police, fire, sanitation and public works as well as people transportation parts used in universities and public transit agencies. No matter the part, we are able to provide the supply chain to get Sourcewell members the products they need when they need them. Please see our NAPA product line card included as a supplemental upload titled: Marketing Materials. NAPA has 52 distribution centers that service 6,000+ retail stores nationwide. They contain more than \$1 billion of fleet parts and other replenishment inventory for our network nationally. NAPA stocks more than 560,000 aftermarket parts and items with same day and next day delivery. We can provide inventory, distribution, and local support in any area of the US and our network is available 365 days each year to get Sourcewell members parts efficiently. Our network starts with the 4,100 local, small business NAPA stores that support your members in the areas where they operate. This helps us place a strong emphasis on supporting local businesses. In addition, we have the strength of our 1,500-store corporate-owned distribution network backing up the NAPA program across the country. These stores have the financial support of NAPA headquarters and are key hubs in providing reliable staffing and distribution to Sourcewell members. All our stores, regardless of ownership, can source and stock the products that your agencies need. Within these stores are tens of thousands of fully trained employees who are familiar with the processes of servicing large cooperative and other major accounts. They provide full support to government agencies ordering from them today and are ready to take on the increased business that this contract would bring. When it comes to ordering, parts orders may be placed via phone, email, walk-in or electronically depending on the individual agencies' preferences and capabilities. Advance orders may either be held for will-call pickups or delivered via an agreed upon supply schedule. Our program is designed to allow each Sourcewell member the ability to do business in the ways that suit them best. Sales receipts for all orders include all the information that would be provided on an invoice, including account number, item descriptions, quantities, price, PO# if requested by the individual member and date and time of order. NAPA offers custom orders and can source almost any OEM or Aftermarket part worldwide. Our store create custom hoses and hydraulics for an array of vehicles. Some NAPA stores still offer machine services to refurbish some parts.
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	NAPA is able to provide all product categories listed in Table 14B, including: • Air conditioning, heating, cooling, and climate control • Alternators, starters, batteries, electrical, and ignition systems • Bearings - ball and roller • Belts, hoses, gaskets, and seals • Brakes • Bumpers, body, cab, and chassis parts • Emission and exhaust • Engine and drive train • Filters - oil, fuel, air, and transmission • Oils and lubricants - regular and synthetic • Pumps - fuel and water • Safety and security systems • Interior and exterior parts and accessories • Lamps, lighting, mirrors, and wiring • Pumps - fuel and water • Suspension, shocks, struts, and steering • Wipers and washers • Heating and cooling (engine) • Vehicle paint and primer • Tools and equipment • Heavy Duty parts

Table 8B: Depth and Breadth of Offered Solutions

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Category or Type	Offered *	Comments	
73	Air conditioning, heating, and other climate control	☒ Yes ☐ No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide	*
74	Electrical (alternators, starters, batteries, ignition systems, etc.)	☒ Yes ☐ No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide. Including New and Remanufactured products.	*
75	Automotive bearings (wheel, roller ball, etc.)	☒ Yes ☐ No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide	*
76	Automotive belts, hoses, gaskets, and seals	☒ Yes ☐ No	NAPA stocks high quality Gates Brand Belts and Belts in all stores and all Distribution centers.	*
77	System components (brakes, rotors, calipers, lines, ABS, etc.)	☒ Yes ☐ No	NAPA stocks several different kinds and levels of Brakes, Pads and Rotors in this category at all 6000 NAPA Auto Parts Store Nationwide and offers good better and best options for the user as well as Heavy duty truck parts.	*
78	Body and crash (parts, bumpers, cab, chassis, door, panels, etc.)	☒ Yes ☐ No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide	
79	Exhaust systems and emission parts	☒ Yes ☐ No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
80	Engine and drive train (Internal Combustion Engine)	☒ Yes ☐ No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
81	Engine and drive train (Hybrid, EV, etc.)	☒ Yes ☐ No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
82	Engine heating and cooling	☒ Yes ☐ No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
83	Filters (oil, fuel, air, transmission, etc.)	☒ Yes ☐ No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide. NAPA also offers Good better and best items in this category and recommends using Fleet focused products for best durability.	
84	Oils and lubricants (regular, synthetic, blend)	☒ Yes ☐ No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide as well as NAPA branded oils and lubricants.	
85	Pumps (fuel, fluids, water, etc.)	☒ Yes ☐ No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide. New and Remanufactured pumps are available.	

- [Pricing](#) - NAPA Pricing Category Description 9074-Sourcwell.docx - Tuesday September 17, 2024 12:22:53
- [Financial Strength and Stability](#) - GPC 2023 Annual Report (1).pdf - Tuesday September 17, 2024 12:00:57
- [Marketing Plan/Samples](#) - Sourcwell Announcement Government Agencies (2).pdf - Tuesday September 17, 2024 12:07:27
- [WMBE/MBE/SBE or Related Certificates](#) - 2023 GPC Sustainability Report_FINAL.pdf - Tuesday September 17, 2024 12:02:24
- [Standard Transaction Document Samples](#) - Order invoice Sample-NAPA.pdf - Friday September 27, 2024 14:04:20
- [Requested Exceptions](#) - RFP_100124_Master_Agreement_Aftermarket_Vehicle_Parts__Supplies (1).docx - Wednesday August 21, 2024 10:42:12
- [Upload Additional Document](#) - 2023 GPC Sustainability Report_FINAL.pdf - Tuesday September 17, 2024 11:53:34

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Bret Robyck, Sr. Vice President, Genuine Parts Company dba NAPA Auto Parts

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

☐ Yes ☒ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_6_Aftermarket Vehicle Parts and Supplies_RFP100124_DRAFT Wed September 18 2024 09:27 AM	☒	1
Addendum_5_Aftermarket Vehicle Parts and Supplies_RFP100124_DRAFT Mon September 9 2024 04:03 PM	☒	2
Addendum_4_Aftermarket Vehicle Parts and Supplies_RFP100124 Wed September 4 2024 01:26 PM	☒	1
Addendum_3_Aftermarket Vehicle Parts and Supplies_RFP100124 Mon August 19 2024 07:25 AM	☒	2
Addendum_2_Aftermarket Vehicle Parts and Supplies_RFP100124 Fri August 16 2024 07:54 AM	☒	1
Addendum_1_Aftermarket Vehicle Parts and Supplies_RFP100124 Wed August 14 2024 08:43 AM	☒	2

86	Safety and security systems	☒ Yes ☐ No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
87	Vehicle interior/exterior parts and accessories	☒ Yes ☐ No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
88	Electrical systems (lamps, lighting, mirrors, wiring, etc.)	☒ Yes ☐ No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
89	Stabilization system components (suspension, shocks, struts, leaf, camber, swing arm, ball/UV joints, etc.)	☒ Yes ☐ No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
90	Control systems components (transmission, differential, traction, etc.)	☒ Yes ☐ No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
91	Windshield (wipers and windshield washer components)	☒ Yes ☐ No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
92	Vehicle paint and primer	☒ Yes ☐ No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
93	Tires, OEM vehicle parts, and garage and fleet maintenance equipment, tools, and supplies as described in RFP	☒ Yes ☐ No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcwell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: October 2, 2025

Item #: 12.A.8. Sourcewell Contract Purchase - Ford Auto Parts.

Department: Fleet

Presented By: Michael Dietz

Item Attachments: 1. Sourcewell Contract #080124 - Ford Auto Parts

Summary:

This will authorize the city to purchase auto parts from Ford that are needed for vehicle repairs.

Background Information:

This will allow the city to purchase auto parts from Ford of Murfreesboro as needed for city vehicle repairs using Sourcewell Contract #080124-FMC.

Financial Summary:

These purchases are budgeted purchases in the budget.

Staff Recommendation:

Staff recommends approval.

Ford #080124-FMC

Pricing for contract #080124-FMC offers Sourcewell participating agencies the following discounts:

- National Fleet Parts Pricing Program provides a "not to exceed" ceiling price that represents a significant discount from MSRP for all enrolled fleets.
- Sourcewell members registered in the Ford Pro Parts Loyalty Rewards (PLR) Incentive Program can potentially earn up to 6% back during a program period. PLR enrolled fleets are also eligible for the Ford Powertrain Private Offer discount off invoice for eligible Ford remanufactured powertrain purchases.



MASTER AGREEMENT #080124
CATEGORY: OEM Vehicle Parts and Supplies
SUPPLIER: Ford Motor Company

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Ford Motor Company, One American Road, Dearborn, MI 48216 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on November 14, 2028, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP 080124 to Participating Entities. In Scope solutions include: OEM Vehicle Parts and Supplies.
 - a. Original equipment manufacturer (OEM) repair, replacement, maintenance parts, supplies, and services for:
 - i. Automobiles, SUVs, vans, light truck, Class 3-8 chassis and equipment, bus, and motorcycles; and
 - ii. All engine and powertrain types such as: gasoline, diesel, compressed natural gas (CNG), propane, electric, and hybrid.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) Bankruptcy Notices. Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) Debarment and Suspension. Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200). Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcwell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier

certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

- 17) **Force Majeure.** Neither party to this Agreement will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations

defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Neither party may assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment is invalid. Upon request by Supplier, Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

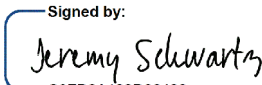
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

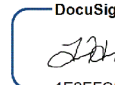
- 5) **Refurbished Goods.** All Equipment and Products provided under this Agreement must be new/current model. Supplier may offer refurbished Equipment or Products if clearly disclosed by Supplier to Participating Entity as required by state disclosure laws.
- 6) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 7) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 8) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 9) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Ford Motor Company

Signed by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer

1/2/2025 | 2:54 PM CST
Date: _____

DocuSigned by:

By: 1E2EFC5700BA42D...
Travis Hunt
Title: General Manager, Ford Pro Parts & Service Transformation

1/2/2025 | 2:07 PM EST
Date: _____

RFP 080124 - OEM Vehicle Parts and Supplies

Vendor Details

Company Name: Ford Motor Company

Does your company conduct business under any other name? If yes, please state: Ford Pro

Address: 1 American Road, Ford WHQ
Dearborn , MI 48126

Contact: Keith Abarca

Email: kabarca@ford.com

Phone: 925-351-5607

HST#: 38-0549190

Submission Details

Created On: Monday June 24, 2024 10:37:51

Submitted On: Thursday August 01, 2024 16:05:22

Submitted By: Keith Abarca

Email: kabarca@ford.com

Transaction #: 57a7489c-a156-48f3-9291-31ce89bdd232

Submitter's IP Address: 47.44.170.2

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Ford Motor Company	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Ford Pro	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	3LQV7	*
5	Provide your NAICS code applicable to Solutions proposed.	811111	
6	Proposer Physical Address:	One American Road Dearborn, MI 48126	*
7	Proposer website address (or addresses):	ford.com; fordpro.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Travis Hunt (General Manager-Ford Pro Parts & Service Transformation) 1907 Michigan Avenue Detroit, MI 48216 Thunt22@ford.com 703.859.0347	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Keith Abarca (Government Bid Manager) 1907 Michigan Avenue Detroit, MI 48216 Kabarca@ford.com 925.351.5607	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Kevin Naro (Service Transformation and Technology Manager) 1907 Michigan Avenue Detroit, MI 48216 Knaro@ford.com 440.452.2257	

Table 2: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *	
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Ford Motor Company was incorporated in Delaware in 1919. We acquired the business of a Michigan company, also known as Ford Motor Company, "which had been incorporated in 1903" to produce and sell automobiles designed and engineered by Henry Ford. We are a global company based in Dearborn, Michigan. With about 177,000 employees worldwide, the Company is committed to helping build a better world, where every person is free to move and pursue their dreams. The Company's Ford+ plan for growth and value creation combines existing strengths, new capabilities, and always-on relationships with customers to enrich experiences for customers and deepen their loyalty. Ford develops and delivers innovative, must-have Ford trucks, sport utility vehicles, commercial vans and cars, and Lincoln luxury vehicles, along with connected services. The Company does that through three customer-centered business segments: Ford Blue, engineering iconic gas-powered and hybrid vehicles; Ford Model e, inventing breakthrough electric vehicles ("EVs") along with embedded software that defines always-on digital experiences for all customers; and Ford Pro, helping Government and Commercial fleet customers transform and expand their businesses with Ford vehicles, Ford OEM parts and Ford OEM services tailored to their needs. Additionally, the company provides financial services through Ford Motor Credit Company LLC ("Ford Credit"). In addition, the Ford F-Series is the best-selling vehicle in the United States for over 47 straight years. With the freshest car portfolio, Ford is well positioned in the global marketplace. Ford is America's leading vehicle nameplate, and has the best selling vehicle, truck, and van in America. Ford employs more workers in the U.S. than any other Vehicle OEM s. (177,000 employees worldwide)	*
12	What are your company's expectations in the event of an award?	Ford Motor Company's award expectation is to create new opportunities and cost saving contractual options for Government Fleet Vehicle Customers in the State, Local, Education and non-profit sector. Ford Motor Company's offerings include Ford OEM Parts, Motorcraft and Omnicraft parts, Rotunda equipment, training, Charging Solutions, Telematics and Fleet Management Software Solutions along with comprehensive. The award will improve the understanding and value of Ford products with Sourcewell members, as well as, improve awareness of Ford programs and services. This will reduce the time and effort associated with fleet purchasing activities. Sourcewell members will find the convenience and cost savings of a Ford/Sourcewell contract very appealing by making Sourcewell a preferred procurement method. Note: Ford Motor Company is currently a Sourcewell vendor (Contract# 101520-FMC) and increased purchases via the Sourcewell contract in 2023 by 64% YOY vs 2022.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	See attached 2023 Financials. 2023 Revenue: \$176.2 Billion 2022 Revenue: \$158.1 Billion 2021 Revenue: \$136.3 Billion 2023 Vehicle Sales: 4.4 Million Vehicles Sold to dealers and distributors globally	*
14	What is your US market share for the solutions that you are proposing?	Ford Motor Company vehicles make up approximately 43% of passenger car registrations and about 50% of Class 1 & 2 truck registrations in the government fleet sector. From a wholesale parts perspective, government agency sales reported to Ford Motor Company make up a relatively small share of total parts wholesale (5%) [TRADE SECRET]	*
15	What is your Canadian market share for the solutions that you are proposing?	Ford currently captures 27.9% majority of the Canadian Market Share. Ford leads all OEMs in vehicle market share in Canada.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	No bankruptcy proceeding and proudly Ford Motor Company did not ask for a Government Bailout in 2008.	*

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	B) Ford Motor Company is an original equipment manufacturer and service provider with 177,000 corporate employees worldwide. As a Ford OEM parts and Ford OEM service provider, Ford also has 2,900 franchised dealers and 459 Ford Authorized Distributor locations in all 50 states and U.S. territories. Per this RFP, SLED Government agencies will have access to 291,341 Ford OEM Parts SKUs that are sold only through our Ford Dealer Network. Per this RFP, SLED Government agencies will also have access to Ford OEM Service at all 2,900 Ford Dealerships in the US. Note: If a SLED Government agency needs to purchase Ford OEM Parts or needs Ford OEM Service, the government agency will need to coordinate with their local dealer (or local dealers). If a SLED Government agency requires a signature, the government agency will need to coordinate with their local Ford Dealer (or Ford dealers). In addition to the 177,000 worldwide Ford employees, the Ford network is made up of independently owned franchises. There are additional individuals working at dealers and distributors as independent employees of the respective dealer/distributor employer.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Ford Motor Company and subsidiaries operate across the globe in a variety of markets that require Ford to adhere to all locally mandated laws and regulations in order to do business. With regard to the territories covered by this RFP, Ford provides the same assurance that all local and Federal laws and/or regulations are being met in order to allow Ford to do business in the territories herein.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	N/A - No past debarments.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Ford Motor Company: A Commitment to Innovation, Community, and the Environment 1. Ford is the best-selling pickup truck manufacturer in the U.S. and globally. F-Series is the #1 best-selling truck for 47 years running in America and for 58 consecutive years in Canada. Ford plans to invest approximately \$3 billion to expand Super Duty production. 2. Innovation in Electric vehicles: The Ford F-150 lightening was recognized as the Top-Rated Electric Truck in the 2023 Edmunds Top Rated Award. The company aims to achieve carbon neutrality globally by 2050, with interim targets for 2030 and is making sustainable investments in renewable energy and sustainable manufacturing practices. 3. Supporting Local Economies: Ford Motor Company was named among Diversity Inc's Top 50 companies for Diversity in 2023. Ford's Supplier Diversity Development Program supports minority-owned, women-owned, veteran-owned and other diverse businesses, promoting economic growth and innovation within local communities. 4. Ford invests in education through programs like Ford Next Generation Learning (Ford NGL), which partners with schools to prepare students for careers in rapidly changing world. These initiatives help create a skilled workforce and support economic development. 5. Ford received the 2023 Green Energy award for its substantial progress in renewable energy and emission reduction. Ford is modernizing its manufacturing facilities to be more environmentally friendly. The company's Dearborn Truck Plant, for example, includes a living roof that helps manage stormwater and provides a habitat for wildlife.	*
21	What percentage of your sales are to the governmental sector in the past three years.	55% of Ford Parts & Service Transactions were to Government Agency Fleets in the past 3 years.	*
22	What percentage of your sales are to the education sector in the past three years.	55% of all Ford Parts & Service Transactions were to Government Agency Fleets over the last 3 years. 8% of these government transactions were to school districts over the last 3 years.	*
23	List any state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Ford Motor Company is currently a Sourcwell vendor for Contract# 101520-FMC. 2023 Annual Sourcwell Sales - \$4.4 Mil (or 63% YOY increase vs 2022) 2022 Annual Sourcwell Sales \$2.7 Mil 2023 Sourcwell Sales increased 64% YOY vs 2022 Sales.	*

24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Ford currently holds a GSA contract for Light Duty Trucks. 2021 Contract Year - \$504,572,825.00 2022 Contract Year - \$690,504,040.00 2023 Contract Year - \$308,338,770 (drop in vehicle sales was due to extremely limited allocation). 2024 Contract Year (thru April 2024)- \$521,184,578.60	*
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Table 2A: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Los Angeles	Dirk Aubuchon	213.486.1020	*
City of Virginia Beach	James Yost	757.385.6366	*
City of Palm Springs	Daniel Martinez	760.218.4237	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Ford Customer Service Division operates a world-class service organization of parts and service professional headquartered in Dearborn, Michigan. Ford operates 20 parts distribution centers, 21 regional field office locations, and five market area office locations. The regional and market area locations are strategically positioned across the United States and staffed by hundreds of automotive professionals. FCSD's technical, parts, and service support personnel provide support to over 2,900 Ford and Lincoln dealerships nationally and support 459 Ford Authorized Distributor locations nationally. The Fleet Service Operations (FSO) organization consists of approximately 87 team members dedicated strictly to fleet operational support in parts, service and technical related activities. The Fleet Service Operations Team supports over 11,400 Government and Commercial Fleets nationally.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Ford segments its dealers and distributors into sub categories based on their capabilities to service various customers with voluntary program enrollments. Particularly relevant to this solicitation is Ford's National Fleet Parts Pricing Program, Ford Pro Maintenance Program, and the Commercial Vehicle Centers. All the personnel in these sub-sets have specialized skill sets and knowledge that allows them to sell and service government and commercial fleet customer accounts. Ford Motor Company's network of Ford Dealers and Ford Authorized Distributors have access to a Ford parts universe that includes 291,341 SKUs. This ensures that all Ford Dealers and Ford Authorized Distributors have the parts necessary to repair ALL Ford Vehicles at a Government agency.	*
28	Service force.	Ford Motor Company's U.S based franchised Ford and Lincoln dealerships employed more than 30,000 automotive technicians operating in more than 50,000 repair shop service bays. Ford also has a network of Dealer owned Mobile service units from a growing number of dealers through out the U.S. to provide mobile service in the field to fleet customers. These mobile service vehicles will go to the Government Agency's locations to service their fleet vehicles.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	All Ford OEM Parts, Ford OEM Service and Rotunda Tools orders will be processed by the local dealer (or local dealers). If the Government Agency requires a signed contract, the government agency will need to coordinate with the local dealer (or local dealers) they choose to do business with. We have a network of 2,900+ dealers nationally that all government agencies can purchase from. In addition to the dealer network, Ford Motor Company also has 459 Ford Authorized Distributor locations nationally. Ford Pro Charging Solutions, Telematics Solutions and Fleet Management Software solutions will be serviced direct by our Ford Pro Team and pricing for these services is in the attached documents.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Ford's Fleet Service Organization (FSO) will work directly with participating dealerships for all aspects of customer service support on the awarded Sourcewell contract. The Government Bid Manager will be the main point of contact for Sourcewell staff. For day-to-day parts and service needs (parts pricing outside of non-participating NFPP dealers, order fulfillment, etc.) Sourcewell members should work with their respective selling dealers/distributors. These organizations have existing processes to provide assistance that escalated care. For customer service issues that require escalated care, Sourcewell members can also request assistance from the Fleet Customer Information Center (1.800.34.FLEET)	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Ford Motor Company is deliberate about providing vehicle parts, training, and services to Sourcewell members. Through our network of 2,900 franchised Ford and Lincoln dealers, plus 459 Ford authorized distributors, we have a robust network to service all government agencies in the United States. We will extend all parts & service programs and services to Sourcewell members nationwide at current/existing program subscription costs if any.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	1) Ford Motor Company is deliberate about providing vehicle parts, training, and services to Sourcewell members. Through our network of franchised Ford and Lincoln dealers we also service Canada. Canada currently does not have a National Fleet Parts Pricing Program to offer a ceiling price model. Sourcewell members in Canada should work with their dealerships for their parts and service needs. 2) Ford Pro does have an offering for Charging and Software Solutions in Canda though. Please see the complete Charging and Software product list attached to include pricing.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Not applicable. Canada procurements are separate from the U.S. reporting	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Not applicable. Canada Procurements are separate from the U.S.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Program details will vary in the U.S. Islands/Territories based on selling dealers participation and Ford Program availability. Fleet customers in Alaska and Hawaii orders will take extra time for delivery based on dealer shipping and availability.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Ford Motor Company will extend the same National Fleet Parts Pricing to all nonprofit entities. (These nonprofits will have access to 291,341 Ford Parts SKUs and be supported by 2,900 Ford Dealers or 459 Ford Authorized Distributors nationally.)	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	If awarded a Sourcewell contract, Ford will work with our communications team to distribute a press release announcing the award. The announcements will be released in various publications, electronic Newsletters and websites. Following the press release, and as described above, Ford will use a variety of techniques to market the Sourcewell contract to its dealers, distributors, and end-user fleets. Ford also anticipates that attendance at national/regional conferences, fleet trade publication advertising, and training/utilization of its sales force will be critical tactics to ensure the maintenance of this contract yields a return on investment.	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Ford is a leader in technology and digital based marketing. - Ford Digital spend includes: Search Engine Optimization efforts, Retargeting, Paid Online Display, Native advertising, and leverages major preferred partner relationships (Google, Facebook, YouTube). - Ford owned properties include www.Motorcraft.com, www.FordParts.com, www.fordpro.com - Ford Updates PIES/ACES data twice a year with: technical attributes, parts images, product attributes.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Our view of Sourcewell's role is the following: 1. Assist Sourcewell members in explanation and direction on how to use the Sourcewell Contract. 2. Assist Ford Dealer personnel (2,900 dealers nationally) and Ford Authorized Distributors personnel (459 Distributor locations nationally) in explanation and direction on how to use the Sourcewell Contract. 3. Participate in trade shows to promote the Sourcewell Contract. 4. Assist Ford with training of the Ford Dealers on "How to sell through the Sourcewell Contract." 5. Provide opportunities for Ford products to be showcased to Sourcewell members. 6. Route leads and sales opportunities in regards to the contract to Ford staff. 7. Meet regularly with the Ford Management team to initiate and implement new strategies to promote the Sourcewell contract. (Example: Andy Campbell Director of Cooperative Contracts – Fleet collaborates with the Ford Management Team regularly which has increased Sourcewell Sales by 64% YOY.)	*
40	Describe any online parts catalog and ordering capabilities that can be provided or are included. If so, identify any additional costs associated with this service.	1) Franchised Ford Dealers utilize Fordparts.com for E-Procurement, cataloging and parts lookup. Ford Authorized Distributors utilize Motorcraft eCounter for the same services. 2) Fordparts.com and eCounter is FREE to all Government Fleets. 3) Sourcewell members should register and request sponsorship from the Ford Dealerships they choose to do business with. 4) Both tools can provide fleet customers with 24-7 online ordering to include exploded views and associated needed parts to complete the repair. 5) Parts pricing and inventory availability is transparent to the Sourcewell member based on the pricing that the dealer/distributor establishes with each Sourcewell member.	*

Table 5: Value-Added Attributes (100 Points)

Line Item	Question	Response *	
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41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	1) Fleet Technician Training- Fleets can purchase an annual subscription to technician training, tech publications, or both. Fleets can also earn Technical Resource Center (TRC) access through their parts purchases from Ford Certified Parts Wholesaling Dealerships. All Ford Fleet Programs and support elements can be found at www.fordpro.com. 2) Ford Pro also has a Field Team that can provide product and program training to all Government Fleets at no additional costs. The goal is to help fleets earn additional incentives based on purchases or provide additional cost savings to save the fleet money. Below are some examples of these programs that are available to Sourcewell Members. 3) Ford Fleet Network- Earn up to 8% back on all of your Ford, Motorcraft® and Omnicraft™ parts purchases. For Example, some Government and Commercial fleets earned up to \$200,000+ on this program in 2023. The Ford Fleet Network benefits also include: a) Powertrain Private Offer is an immediate, off invoice discount on powertrains for all fleet customers. The Government Fleet will receive \$500 off invoice discount on Diesel Engines, \$350 off invoice discount on Gas Engines, \$200 off invoice discount on transmissions - There is no purchase cap on this private offer to Government and Commercial Fleets. b) Rotunda Discount includes Integrated Diagnostic Software (IDS) Ford J2534 Diagnostic Software (FJDS) Ford Diagnostic & Repair System (FDRS) c) Dell Computer Discount that qualifies you for Employee Pricing on the latest Dell products and accessories d) HP Computer Discount which gives exclusive deals on Hewlett-Packard's top selling laptops, desk tops, tablets, printers and more. e) X-Plan Your membership gives you access to 2 X-Plan PINs per year where you can choose from a range of cars, trucks, vans and SUVs. f) Training Benefits which includes On-Site Technical Training, Publication and Training subscriptions and more 4) Fleet Care Consolidated Billing is Free of charge to participate. It provides fleet customers with a card-less, cashless solution for all parts, service and body shop transactions through the Ford Dealer and Quick Lane network. Fleet Parts Advantage-Through Ford's parts training programs all fleets have access to unique training and inventory management solutions allowing fleet parts departments to make better inventory investment decisions. This results more efficient fleet parts department.
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42	Describe any technological advances that your proposed Solutions offer.	Ford Motor Company employs advanced cooling technology in its vehicles to enhance performance and efficiency. Key features include: 1) Advanced Engine Cooling Systems: Utilizes variable-speed electric water pumps and aluminum radiators for optimal engine temperature management. 2) EcoBoost Engine Cooling: Specialized cooling systems designed for EcoBoost engines to maintain performance and fuel efficiency. 3) Transmission Cooling Systems: Dedicated coolers that regulate transmission temperatures, improving longevity and performance, especially in towing scenarios. 4) Air Conditioning Systems: Innovative climate control technology that adjusts cooling output for enhanced passenger comfort while improving energy efficiency. 5) Heat Exchangers: Used in turbocharged engines and electric vehicles to dissipate heat effectively, ensuring optimal operating temperatures. 6) Integrated Thermal Management Systems: Coordinates cooling across engine, transmission, and cabin for maximum efficiency, especially in hybrid and electric vehicles. 7) Electric Vehicle Cooling: Liquid cooling systems for batteries and motors in electric vehicles, maintaining optimal temperatures for performance and longevity. Keeping Cool with Geothermal Cooling System – The Lima (Ohio) Engine Plant, home of production for Ford's award-winning Duratec 35 engine, uses cold water from two abandoned limestone quarries on the property to cool a portion of the plant and its equipment. The geothermal system saved Ford \$300,000 in installation costs – compared with the cost of installing a traditional cooling tower – and saved more than \$300,000 in annual operating costs. Although actual cost savings are difficult to determine at this point, the system is capable of providing chilled water using 0.1 kilowatts per ton of cooling vs. traditional chiller systems with cooling towers, which consume around 0.7 kw/ton or more. In addition, several hundred thousand gallons of domestic water have already been saved due to the elimination of some existing cooling towers. 8) Ford continues to advance in all areas of automotive technology. OE Connection/D2Dlink and its family of products provide comprehensive 24-7, nationwide access to inventories from participating dealers nationally to include parts and tire distributors. OEConnection solutions aggregates the inventories of more than 14,000 automotive and heavy-duty truck dealerships, authorized OEM distributors, and specialty tire and parts accessories distributors into an intelligent, easy-to-manage and access. The OEM-specific virtual parts warehouse carries over 50 million OEM parts. These secure, scalable virtual warehouses supplement existing OEM parts distribution facilities helping participating franchised dealers quickly and efficiently source in-demand parts.
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43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Ford's sustainability strategy is embedded in our business plan and consistent with our aim to deliver a strong product, a strong business and a Better World. At Ford, we define sustainability as a business model that creates value consistent with the long-term preservation and enhancement of environmental, social and financial capital. Below are some green initiatives and the certifying agency: 1) Electrification of Vehicle Lineup Description: Ford is heavily investing in electric vehicle (EV) technology, including the launch of models like the Mustang Mach-E and the F-150 Lightning. Ford is taking action to achieve carbon neutrality no later than 2050, and in Europe, no later than 2035, focusing on our vehicles, our operations and our supply chain. Certifying Agency: The U.S. Environmental Protection Agency (EPA) for emissions standards and electric vehicle efficiency ratings 2) Carbon Neutrality Commitment Description: Ford has pledged to achieve carbon neutrality globally by 2050, including reducing CO2 emissions from its products and manufacturing operations. Ford Motor Company's actions to cut emissions, mitigate climate risks and contribute to development of the low-carbon economy have earned it a place on CDP's Climate “A List” for climate change. Ford aspires to power all its manufacturing plants globally with 100-percent renewable energy by 2035 Certifying Agency: The Science Based Targets initiative (SBTi) for setting and validating science-based targets for emissions reductions. 3) Sustainable Materials in Vehicle Production Description: Ford has introduced sustainable materials in its vehicles, such as plant-based materials and recycled plastics. Ford plans to power all its manufacturing plants globally with 100 percent renewable energy by 2035. . Ford is among the first U.S. automakers to bring our global supply chain to Manufacture 2030 to help our suppliers meet their carbon reduction targets, and is a leader in our industry in supply chain mapping and auditing. Certifying Agency: Underwriters Laboratories (UL) for sustainable product certifications. 4) Water Conservation Efforts Description: Ford is focused on reducing water usage in its manufacturing processes. Ford has been recognized by the Carbon Disclosure Project (CDP), a leading global environmental non-profit . Since 2000, Ford has achieved a 76.2% reduction in absolute freshwater use, accounting for a cumulative 186.3 billion gallons of water saved. In 2022, Ford used 22 percent less water globally, the equivalent of providing a year's worth of water to 1.7 million homes. Certifying Agency: Alliance for Water Stewardship (AWS) certification for sustainable water management practices. 5) World's Largest Green Roof Ford's Dearborn Truck Plant has the World's Largest Living Roof, according to Guinness World Records. The 10.4-acre living roof is part of Ford's redevelopment of the Ford Rouge Center, which includes a number of progressive environmental initiatives. The roof is composed of a drought-resistant perennial groundcover called sedum which is planted into a specially layered bed. Virtually maintenance-free, it can absorb up to 4 million gallons of rainwater annually and is part of a broader storm-water management system installed at the Rouge. In addition to absorbing rainwater and carbon dioxide, the sedum roof produces oxygen and provides natural overhead insulation for the final assembly building, thereby reducing energy costs. It also is expected to last twice as long as a traditionally constructed roof.
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44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Ford Motor Company received the 2023 Green Energy award for its substantial progress in renewable energy and emission reduction. Ford is also modernizing its manufacturing facilities to be more environmentally friendly. The company's Dearborn Truck Plant, for example, includes a living roof that helps manage stormwater and provides a habitat for wildlife. The company also aims to achieve carbon neutrality globally by 2050, with interim targets for 2030 and is making sustainable investments in renewable energy and sustainable manufacturing practices. Below are some third-party issued eco-labels: 1) ISO 14001 Certification Description: This certification is awarded for effective environmental management systems (EMS) that help organizations improve their environmental performance. Ford has implemented ISO 14001 across its manufacturing facilities to ensure compliance with environmental standards. 2) EPA Energy Star Certification Description: Ford has received Energy Star certification for some of its manufacturing plants, recognizing energy-efficient practices that significantly reduce energy consumption and greenhouse gas emissions. 3) LEED Certification Description: Ford facilities have achieved Leadership in Energy and Environmental Design (LEED) certification, which signifies environmentally friendly building practices and efficient energy use. 4) Green Vehicle Certification by the Environmental Protection Agency (EPA) Description: Certain Ford vehicles, especially hybrids and electric models, have received recognition from the EPA for their low emissions and energy-efficient technologies. 5) SBTi (Science Based Targets initiative) Approval Description: SBTi endorses two new Ford interim carbon-neutrality targets for substantial reductions in greenhouse gas emissions from operations and products by 2035	*
45	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	"A unique service is our FORD Pro Maintenance Program. Ford Pro Maintenance provides consistent maintenance and light repair pricing for Ford, Lincoln, and Mercury vehicles managed by participating Government & Commercial Fleet customers. We have over 700 participating Ford & Quick Lane Dealers nationwide and growing. There is a small set up fee cost to Government & Commercial Fleet customers. The program also provides a savings of capital benefit where Ford manages the consolidated billing. .PROGRAM DETAILS The program establishes competitive fleet pricing including: 0 A not-to-exceed national price for 12 maintenance and light repair services. 0 22 non pre-priced maintenance and light repair services are priced at Regional/ Metro .Labor Rate using Mitchell's Flat Rates and parts priced at Dealer List Price. Motorcraft offers a comprehensive array of unique products to help keep fleet vehicles on the road. Most Motorcraft parts are the same parts that came with the Ford or Lincoln vehicle when built. Because our parts are designed for the vehicles they were originally built for, they fit perfectly. Technicians will not spend extra time making them fit. All Motorcraft brake pads and shoes are tested on the road, in real life conditions, to meet Federal Motor Vehicle Safety Standards (FMVSS). Fleet Parts Advantage offers fleets a unique training and inventory management solution, allowing fleet parts departments to make better inventory investment decisions. This product is available at an additional cost established by ADMI. Ford offers Omnicraft as a new addition to its parts platform. Omnicraft provides quality aftermarket parts for non-Ford/Lincoln vehicles at a great cost savings."	*

Table 5A: Value-Added Attributes (Not Scored)

Line Item	Question	Certification	Offered	Comment
46	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		☐ Yes ☒ No	Though Ford is not a MWBE or Small Business, Diversity and Inclusion is very important to Ford. 245 Dealers Nationally are MWBE. (See attached MWBE Ford Owned Dealers. More details can be provided upon request.)
47		Minority Business Enterprise (MBE)	☐ Yes ☒ No	Ford Motor Company does have dealerships that are MWBE. (See attached MWBE Ford Owned Dealers - 245 Dealers Nationally. More details can be provided upon request.) Checked no because Ford Motor Co. is not MWBE owned.
48		Women Business Enterprise (WBE)	☐ Yes ☒ No	Ford Motor Company does have dealerships that are MWBE. (See attached MWBE Ford Owned Dealers - 245 Dealers Nationally. More details can be provided upon request.) Checked no because Ford Motor Co. is not MWBE Owned.
49		Disabled-Owned Business Enterprise (DOBE)	☐ Yes ☒ No	NA
50		Veteran-Owned Business Enterprise (VBE)	☐ Yes ☒ No	NA
51		Service-Disabled Veteran-Owned Business (SDVOB)	☐ Yes ☒ No	NA
52		Small Business Enterprise (SBE)	☐ Yes ☒ No	NA
53		Small Disadvantaged Business (SDB)	☐ Yes ☒ No	NA
54		Women-Owned Small Business (WOSB)	☐ Yes ☒ No	NA

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	Payment terms will be by the selling Ford or Lincoln dealer. All Ford OEM Parts & Ford OEM Service transactions are between the local Ford Dealer (or local Ford Dealers) and the Government agency. Sourcewell Member Agencies that are enrolled in the Ford Fleet Care Consolidated Billing Program will receive Net 30 payment terms. (All fleets must be pre-approved by the Ford Fleet Care Team for this program.)	*

56	Describe any leasing or financing options available for use by educational or governmental entities.	Yes, Ford Pro offers Municipal Lease/Purchase Financing from Ford Pro FinSimple™* which is the best way to acquire essential equipment with a limited budget. It eliminates major cash outlays, long-term debt obligations and, in most cases, the need for voter approval. Example of how it works: • Fixed-rate financing helps you get the vehicles you need when you need them, while sticking to your current budget • Flexible repayment terms – monthly, quarterly, semi-annual and annual • Finance add-on equipment, upfits and extended-warranty plans • Equity is accumulated with each payment, and ownership is realized with a final payment of \$1	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	All transactions for Ford OEM Parts and Ford OEM Service are between the Ford dealer and the government agency. If any documents are required the dealer will provide to include any additional terms and conditions. If a government agency requires a signature, the government will coordinate with the local Ford Dealer (or Ford Dealers) they choose to do business with.	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Individual Ford Franchise Dealers may choose to elect to accept P- card as a form of payment. Sourcewell members can also elect to enroll in Ford Fleet Care for consolidated Billing options direct from Ford. (Example: A government agency can purchase Ford OEM Parts from 10 dealers and receive one monthly parts statement from Ford vs 10 monthly statements from 10 dealers. Fleets need to be preapproved to be eligible for this program.)	*
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	1) The Sourcewell discounted price for eligible Ford OEM & Motorcraft Parts in this RFP is at National Fleet Parts Pricing at participating Ford Dealerships nationally. National Fleet Parts Pricing Offers: • “Not to Exceed” parts pricing on eligible Ford and Motorcraft® mechanical parts and Ford collision parts* • A network of Ford and Lincoln Dealers across the U.S. for both in-house and in-dealership repairs • Peace of mind in knowing your fleet vehicles will receive competitive pricing* at any participating NFPP Dealer • Access to easy NFPP Dealer locator tools • Access to online parts purchases through Parts.Ford.com National Fleet Parts pricing for all Ford eligible parts is included in the attachments by SKU. Total Ford eligible SKUs for this Sourcewell OEM Parts and Supplies RFP is approximately 291,341 SKUs. 2) Ford Pro Maintenance Pricing at participating Ford & Lincoln dealerships nationally. This program offers Transparent and Consistent Pricing on 12 Fleet Maintenance Services. (See Ford Pro Maintenance Attachment) Air Conditioning Service Air Filter Replacement Alignment Automatic Transmission Battery and Electrical System Brake Service Cooling System Lube, Oil, Filter PID and Y-Harness Installation Tire Services Wheel Bearing Repack Windshield Wipers 3) Ford Pro Charging Solutions (See attachments for pricing) 4) Ford Pro Telematics & Fleet Management Software Solutions (See attachments for pricing)	*

60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	National Fleet Parts Pricing Program provides a "Not to Exceed" ceiling price that represents a significant discount from MSRP for all enrolled fleets. (Discount up to 36% off)	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	Individually enrolled Sourcewell members participating in the Ford Fleet Network Incentive Program have the ability to earn up to an 8% earn back on all purchases during a program period based on their total purchases during that program period. FFN enrolled fleets are also eligible for the Ford Powertrain Private Offer discount off invoice for eligible Ford remanufactured powertrain purchases."	*
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Ford franchise dealers may at their discretion seek to source out Open Marker items and services in support of local Sourcewell agencies. Ford also offers Omnicraft branded parts for non Ford and Lincoln vehicles through the Ford Dealership network. (Example: Parts for GM vehicles or Toyota Vehicles)	*
63	Describe your ability to provide customized reports of historical purchases and participating entities accounts payable management.	Selling dealers can provide purchase and accounts payable information. Ford Fleet Service Operations monitors parts sales through our internal reporting system for members month to date and year to date purchases. Member fleets enrolled in the Ford Fleet Network Program have dashboard access 24/7 to their parts purchase information. Government and Commercial Fleets that are approved for Ford Fleet Care will also have access to customized online business reports that provide historical purchases to include: • Cardless/Cashless Convenience • Reduced Administration and Cost • Controlled Spending Limits • No Enrollment Fees • All-Make Billing Solution	
64	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Depending on the level of enrollment there may be additional cost for on hand technical training, electronic parts cataloging subscriptions and other subscription based products and services.	*
65	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	There are some very remote locations in Alaska and western states where freight charges do apply for Ford Remanufactured powertrain.	*
66	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	There are some very remote locations in Alaska and western states where freight charges do apply. Dealers/distributors should be contacted for questions related to shipping, delivery and exchange policies."	*
67	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Ford Powertrain Distributor Network provides National distribution of Ford Authorized Remanufactured Assemblies throughout the U.S. In most cases, in stock assemblies can be delivered same day or next day depending if stock is on hand.	*
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Our self-audit process is as following: 1) FSO representatives use eReact reporting for invoices with "Sourcewell/NJPA" in the customer Name" invoice field. 2) Unless otherwise determined, FSO representative will assume all parts sales to those member agencies specifically identified by "Sourcewell/NJPA" in the customer Name field as contract sales. Reasonable discretion will be given to FSO representative to determine percentages of contract sales in high volume cases where it is suspect that dealer/distributor made potential data entry or other reporting errors. 3) FCSD will regularly communicate with field sales representatives and managers to monitor eReact reports to ensure sales are reported appropriately and accurately.	*

69	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Ford Dealers and Field personnel will track all Parts and Service sales reports for Sourcewell contract purchases through their individual Dealer management systems. • There will be business reviews with dealerships and Fleets to make sure they are maximizing the Sourcewell contract. • Monitoring of Monthly sales for Sourcewell contract through Ford's UDB EReact internal reporting system • Consultative follow up activities to increase visibility of the Sourcewell contract.	*
70	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Ford Motor Company proposes to pay 1.5% on all eligible Sourcewell contract sales through all participating franchised Ford Dealerships and FADS in the U.S. each quarter. (This includes 291,341 Ford SKUs to include engine, transmission and collision parts. Sourcewell Contact# 101520-FMC purchases by Govt Agencies in 2024 was \$4.4 Mil or a 64% increase in 2024 vs 2023.)	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
71	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Pricing provided via the price file attachment reflects MSRP and Ford National Fleet Parts Pricing (NFPP). The NFPP price is a not to exceed ceiling price on eligible parts offered at participating NFPP Ford dealerships across the U.S. National Fleet Parts Pricing is the BEST price offered to all Government and Commercial Fleets. National Fleet Parts Pricing provides consistent pricing for all eligible parts to include ALL Collision Parts. National Fleet Parts Pricing for All Collision parts is a NEW add in 2024 and allows government and commercial fleets to purchase collision parts at a discount. This allows Police Fleets that have Ford vehicles to purchase collision parts at a discount.	*

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *	
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72	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	Ford Motor Company makes the following solutions available through our RFP response: 1) Genuine Ford Original Equipment Parts and Authorized Motorcraft Original Equipment parts - The ONLY parts approved by Ford Motor Company for all Ford & Lincoln vehicles. These are the same Original Equipment parts on all Ford Vehicles when they roll off the assembly line. (See attached documents for a list of all SKUs) Note: The 291,341 SKUs sold by our Ford Dealers will be available to Sourcewell Members. All Sourcewell members will need to coordinate with their local dealer (or local dealers) to purchase these parts. All Parts Sales & Repair services are only sold through our dealer channel. 2) Motorcraft Oil, Automatic Transmission Fluid & Lubricants 3) Ford & Lincoln dealer repair services at Ford & Lincoln dealerships. 4) Quick Lane tire & auto care services 5) Ford Pro Maintenance Fleet Program - Transparent and Consistent Fleet Menu Pricing. 6) Ford National Fleet Parts Pricing program - "Not to Exceed" parts pricing on Ford and Motorcraft® mechanical parts and Ford collision parts 7) Ford Fleet Care - Consolidated Billing Program for Government and Commercial fleets that do business with multiple dealerships nationally. The Government & Commercial fleets receive 1 Monthly Parts Statement from Ford Motor Company. (Fleets need to be preapproved to participate) 8) Third-party collaboration for vendor managed inventory 9) Parts inventory management training 10) Ford Rotunda diagnostic tools & equipment 11) Ford Pro hardware & software charging solutions 12) Ford Pro intelligence & fleet management software solutions 13) Ford Fleet Network parts purchase incentive program - Participating fleets can earn up to 8% back on all of your Ford, Motorcraft® and Omnicraft™ parts purchases.
73	Identify the vehicle makes for which your offered parts are considered OEM.	Ford OEM Parts & Motorcraft Parts are the only parts Designed and Engineered by Ford Motor Company for all Ford & Lincoln vehicles. (Includes parts for all Ford F-Series Trucks, all Ford Transit Vans, All Police Interceptor vehicles and Ford passenger vehicles purchased by government agencies.)
74	Identify the vehicle engine types for which your products are manufactured (e.g. gasoline, diesel, CNG, propane, hybrid, electric, etc.).	Ford Motor Company manufactures vehicles that have gas engines, EcoBoost Engines, Diesel Engines, hybrid engines, CNG/Propane engines and electric motors for electric vehicles. Ford Engines and transmissions have assigned part numbers and are available for purchase by Sourcewell Members. (Ford Parts Universe - 291,341 SKUs)
75	Describe any electronic service programming subscriptions and service information available directly from the OEM along with any associated costs.	1) Fordparts.com- provides free access to Ford parts catalogs and Ford parts ordering for all government fleets. 2) Technical Resource Center - Access to technical publications Ford Technical Training and Publication subscriptions are available on an annual subscription basis or can be provided through a Ford Certified Wholesaling Dealership. Based on purchase volumes, this tool is available to government fleets / Sourcewell members.

76	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	1) Ford Motor Company offers access to the Ford Pro Maintenance Pricing Program for all Sourcewell member government agencies. This fleet maintenance program is transparent and consistent national menu pricing for 12 maintenance services nationally. This program is only available at participating Ford Pro Maintenance dealerships. (1,200+ participating dealers nationally) 2) Maintenance Tools and Equipment through the Ford Rotunda program which are the same tools used by all Ford Dealership Technicians. (Example: Scan tools to diagnose vehicles, vehicle lifts to repair vehicles, Technician Tool Kits, Collision Repair Equipment, Wheel Balancers, Electrical Vehicle Tools, etc.) 3) Omnicraft Competitive Aftermarket Parts are parts for all competitive make vehicles. (Example: General Motor vehicles, Toyota Vehicles, Chrysler Vehicles, Dodge Vehicles, Jeep Vehicles, Ram Vehicles) 4) Ford Motorcraft Bulk Oil & Automatic Transmission Fluid, the same Ford lubricant product used for all oil changes at all Ford Dealerships. 5) Ford Quick Lane Tire & Auto Service Centers - Your go to place for routine auto maintenance, oil changes, and new tires for all vehicle makes and models. (800 locations nationally) 6) Ford Fleet Care, which is Ford's centralized billing program for fleets with multiple locations regionally or nationally. The fleet receives one monthly parts statement from Ford Motor Company for all parts and service purchased at all 3,000 Ford dealerships nationally. (The fleet needs to be pre-approved by our Ford Fleet Care Team) 7) Ford & Lincoln Authorized Ford Pro Charging Solutions - Includes electric vehicle home charging solutions and depot charging solutions so fleets can charge multiple vehicles. 8) Ford Pro Telematics and Fleet Management Software solutions- Includes real-time fleet GPS tracking, EV & gas vehicle health, fuel efficiency, driver behaviors and more.
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Table 88: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
77	Automobile OEM Parts	☒ Yes ☐ No	The only Ford OEM parts authorized by Ford Motor Company for Ford & Lincoln vehicles. These parts are only sold at Ford Dealerships (2,900+ locations nationally) and Ford Authorized Distributors (459 locations nationally)	*
78	SUV OEM Parts	☒ Yes ☐ No	The only Ford OEM Parts authorized by Ford Motor Company for Ford & Lincoln SUVs to include Police Interceptors purchased by government agencies. These parts are only sold at Ford Dealerships (2,900+) and Ford Authorized Distributors (459 locations).	*
79	Van OEM Parts	☒ Yes ☐ No	The only Ford OEM Parts authorized by Ford Motor Company for Ford Transit Vans. These parts are only sold at Ford Dealerships (2,900+) and Ford Authorized Distributors (459 locations).	*
80	Light Truck OEM Parts	☒ Yes ☐ No	The only Ford OEM Parts authorized by Ford Motor Company for Ford light trucks. (Example: Ford Maverick, Ford Ranger) These parts are only sold at Ford Dealerships (2,900+) and Ford Authorized Distributors (459 locations).	*
81	Class 3-8 Chassis and equipment OEM Parts	☒ Yes ☐ No	The only Ford OEM Parts authorized by Ford Motor Company for Ford F-350, 450, 550, 650, 750 trucks. These parts are only sold at Ford Dealerships (2,900+) and Ford Authorized Distributors (459 locations).	*
82	Bus OEM Parts	☒ Yes ☐ No	The only Ford OEM Parts authorized by Ford Motor Company for a Ford Bus Chassis. These parts are only sold at Ford Dealerships (2,900+) and Ford Authorized Distributors (459 locations).	
83	Motorcycles OEM Parts	☐ Yes ☒ No	NA	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Final Price File - NFPP - Sourcewell 8.1.2024.xlsx - Thursday August 01, 2024 14:30:23
 - [Financial Strength and Stability](#) - 2023-Ford-Annual-Report.pdf - Wednesday July 31, 2024 03:08:34
 - [Marketing Plan/Samples](#) - Example of Sourcewell Marketing and Ford Dealer Training Material.pdf - Thursday August 01, 2024 12:59:54
 - [WMBE/MBE/SBE or Related Certificates](#) - MWBE Ford Owned Dealers.pdf - Thursday August 01, 2024 12:39:53
 - [Standard Transaction Document Samples](#) - Standard Transaction Document - Ford Motor Co..pdf - Thursday August 01, 2024 15:29:22
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - Additional Ford Information for Sourcewell- Awards, Sustainability, Programs.pdf - Thursday August 01, 2024 15:14:19

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Keith Abarca, National Government Bid Manager (Parts & Service), Ford Motor Company

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_RFP_080124_OEM_Vehicle_Parts Wed July 24 2024 04:31 PM	☒	1
Addendum_3_RFP_080124_OEM_Vehicle_Parts Thu July 11 2024 08:56 AM	☒	1
Addendum_2_RFP_080124_OEM_Vehicle_Parts Fri June 21 2024 11:24 AM	☒	1
Addendum_1_RFP_080124_OEM_Vehicle_Parts Thu June 13 2024 03:05 PM	☒	1



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: October 2, 2025

Item #: 12.A.9. State Contract Purchase - GPS for City Vehicles.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments:

1. Quote - Samsara - 186 Vehicles
2. Addendum 1 - TN SWC Samsara Terms & Conditions

Summary:

This is an item to use the state contract for the purchase of new GPS units for city vehicles.

Background Information:

The city has been using GPS on most city vehicles except for the Police Department for approximately ten years. We currently have GPS units on 115 vehicles. The platform that we have been using is outdated and the provider is no longer on the state contract. The provider we are recommending is Samsara and they will provide the city with 186 GPS units for all of our city vehicles, including the Police Department. This purchase will be made using State Contract #SWC195, which is currently in second and final one-year extension that will expire on May 30, 2026. This quote is for three years, so we will be locked in at the current pricing until our renewal date.

Fleet Maintenance, the I.T. Department and I have been testing this new platform for a few months, and we feel that it will be very beneficial to each department as well as the Fleet Maintenance Department. We will have the ability to add dash cameras in the future and this will be a proposed for the next budget cycle.

Financial Summary:

The annual cost for all 186 vehicles is \$30,801.60. This year's cost will be \$23,101.20 plus shipping and handling, since it will only go through June 30, 2026. Funds should be available for this purchase, but it is dependent on maintenance costs for our city vehicles in

the Fleet Maintenance Department. A budget amendment may be required before the end of the fiscal year.

Staff Recommendation:

Staff recommends approval.

Quote #: Q-2014756**Issued Date:** 09-24-2025**Expires** 06-20-2025

Tennessee Statewide Contract

Vendor ID: 0000249190

Contract Number: 0000000000000000000071019

Title: SWC 195 Telematics Hardware, Services, and Accessories

Prepared For:

City of La Vergne
148 International Blvd
La Vergne,
Tennessee
37086-3225

Prepared By:

Kendall Herring
kendall.herring@samsara.com

Cost Overview

License Term: 36 Months

License Cost	USD \$92,404.80
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Hardware and Accessories	USD \$0.00
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Estimated Shipping and Handling	USD \$2,397.60
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Estimated Total Sales Tax	USD \$0.00
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Invoice 1 10/2025 - 6/2026 - 9 months	USD \$23,101.20 + S&H
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Invoice 2 7/2026 - 6/2027 - 12 months	USD \$30,801.60
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Invoice 3 7/2027 - 6/2028 - 12 months	USD \$30,801.60
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Invoice 4 7/2028 - 10/2028 - 3 months	USD \$7,700.40
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If shipping is 'Pending' - Amount is pending due to size
of and to

Product Overview

SHIP TO Bruce Richardson
5093 Murfreesboro Rd
La Vergne, Tennessee, 37086-2706
United States
Hardware & Accessories

	Net Unit Price	Total Price
Vehicle IoT Gateway, model VG55		
HW-VG55-NA• QTY: 186	\$0.00	\$0.00
Enhanced VG Series OBDII J1962 L-mount cable		
CBL-VG-COBDII-Y1• QTY: 186	\$0.00	\$0.00
CARB Executive Order Sticker and Instruction Insert		
ACC-VG-ASTKR• QTY: 186	\$0.00	\$0.00
VG5x Aux Cable		
CBL-VG-CAUX• QTY: 90	\$0.00	\$0.00
Total Price:		\$0.00

Telematics Premier Public Sector		
LIC-VG-PREMIER-PS• QTY: 186	\$165.60	\$30,801.60
Total Price:		\$30,801.60

Thank you for considering Samsara

Samsara provides real-time visibility, business-relevant tools, and powerful analytics that enable customers to increase the productivity of their fleets and reduce operating costs. A solution for your fleet is proposed below.

What is included?

Samsara's fleet tracking solution includes hardware accessories and a per-gateway license. Gateway licenses provide all ongoing elements of the service, including:

- Real-time location and vehicle telematics
- Dashboard access with unlimited administrator accounts
- Driver App for iOS and Android devices with unlimited driver accounts
- Over-the-air software feature upgrades
- API access as it relates to features for integration with 3rd party systems
- Maintenance and phone support

Samsara does not include hidden costs in its licenses. If you want access to Samsara's full set of fleet features--including but not limited to WiFi hotspot and ELD capabilities--you will need to upgrade your license. Samsara reserves the right to audit usage of features unrelated to the solution as well as remove them from the Samsara Dashboard.

Payment Terms

This order form includes a license fee for the Samsara Software associated with the Hardware to be paid annually beginning on the License Start Date and, if applicable, a one-time Hardware cost to be paid upfront as of the license start date. The annual fees are payable by recurring wire transfer. All transfers made by credit card are subject to a processing fee up to 3%, subject to applicable law. Late payments are subject to a 1.5% per month late fee. If license payments are delinquent by 30 days, Samsara may suspend the Service until late payments are remitted.

License Term

The license term for the Samsara Software licenses purchased under this Order Form begins on the day Samsara activates the applicable Samsara Software license by providing you a claim number and access to the Hosted Software ("License Start Date"). If Hardware associated with a then-unactivated Samsara Software license will be shipped to you under this Order Form, such Samsara Software license will be activated on the day the Samsara Hardware ships. Notwithstanding the foregoing, if you are renewing the license term for a previously-activated Samsara Software license under this Order Form, the License Start Date for the renewal license term shall be the day that Samsara extends your access to the Hosted Software for the renewal license term. Samsara Hardware requires a valid license to function.

Samsara may ship Hardware under this Order Form subject to a schedule as mutually agreed between the Parties or as determined by Samsara. By signing this Order Form, you confirm that each "Ship To" delivery address set forth herein is accurate and that any individual accepting delivery at that address is authorized to do so on your behalf. To the extent such Hardware is associated with then-unactivated Samsara Software licenses, the Samsara Software license term for each such Hardware device will start on the day that device ships regardless of the

shipment schedule for the other such Hardware devices. If all such Hardware is shipped in one shipment, the license term for all such Hardware will be the full license term under this Order Form. If such Hardware is shipped in multiple shipments, only the license term of such Hardware in the initial shipment will be such full license term. The license term of the remaining such Hardware shipped after the initial shipment will be set to match the then-remaining license term of the initial shipment, so that the license term for all such Hardware under this Order Form expires on the same date. The total cost of the licenses for such Hardware shipped after the initial shipment will be pro-rated based on their actual license term, rounded up to the nearest month, as compared to the full license term under this Order Form. Certain payment amounts under this Order Form assume that the entire order is fulfilled at the same time and are subject to potential reduction based on the actual schedule of order fulfillment.

You agree that you will only use the features included with the Samsara Software licenses purchased under this Order Form ("Licensed Scope"). Samsara reserves the right to audit usage of Samsara Software and to remove your access to such features beyond the Licensed Scope (for example, the licensed feature scope or licensed user count, as applicable) at any time. If you would like to use features beyond the Licensed Scope, you are required to purchase the applicable Samsara Software licenses and if applicable install the applicable Hardware that include such scope. If Samsara becomes aware that you are using features beyond the Licensed Scope, Samsara reserves the right to charge you for the applicable Samsara Software licenses that include such Licensed Scope at list price, and you agree to immediately pay such amounts. Samsara further reserves the right to change, discontinue, or remove features included in a Samsara Software license at any time.

You acknowledge and agree that, during your license term, you may not downgrade your Samsara Software license plan to a lower Samsara Software license plan (e.g., downgrading your "Enterprise" license to a "Premier" license).

Support And Warranty

Samsara stands behind its Products. During the applicable warranty period, defective Hardware will be remedied pursuant to our Hardware Warranty Policy at www.samsara.com/support/hardware-warranty. Additional support information can be found at www.samsara.com/support.

Terms

The Tennessee Statewide Contract - SWC 195 Terms and Conditions shall supersede any conflicting requirements otherwise stated in the Samsara Terms of Service referenced below. The Tennessee Statewide Contract agreement including terms and conditions can be found at the link below, or attached as 'Addendum 1.'

https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/swc-files/100/swc-195/SWC_195_Telematics_Public_UI.pdf

Unless otherwise set forth herein, your use and access of the Hardware, Products, and Services specified herein are governed by Samsara's standard terms of service found at <https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/>, unless the Parties have entered into a separate terms of service agreement and/or a separate terms of service agreement is attached to the Order Form, in which case such separate terms of service agreement shall govern (the 'Terms of Service') provided that notwithstanding anything stated in the Terms of Service to the contrary, Customer agrees the following sections from Samsara's standard terms of service found at <https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/> shall apply: License (Section 4), Product Updates (Section 7), Data Protection Addendum (Section 10.3), Non-Samsara Products (Section 14), and Hardware Warranty (Section 17). You agree to be bound by the Terms of Service, and any capitalized terms not defined herein shall have the meaning set forth in the Terms of Service. The terms and conditions of the Terms of Service and this Order Form are the exclusive agreement of the parties with respect to the subject matter hereof and no other terms or conditions, including those associated with any Customer payment portal or onboarding of Samsara as a Customer vendor, shall be binding upon Samsara or otherwise have any force or effect.

To the extent Samsara allows you to make subsequent purchases of Products via Purchase Order without a corresponding Quote, you agree that (i) such Purchase Order shall be subject to the terms and conditions of this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service; and (ii) to the extent there is a conflict between such Purchase Order and this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service, the terms of this Order Form shall prevail, and no additional terms included in such Purchase Order that are not included in this Order Form shall apply. You acknowledge and agree that any reference to a Purchase Order in this Order Form is solely for your convenience in record keeping, and the existence of a Purchase Order or any delivery of Products to you following receipt of any Purchase Order shall not be deemed an acknowledgement of or agreement to any terms or conditions associated with any such Purchase Order or in any way be deemed to modify, alter, supersede or supplement the Terms of Service or this Order Form.

Notification of Confidentiality

You agree that the pricing and payment terms specified in this Order Form shall (i) be held in strict confidence; (ii) not be disclosed to any Samsara competitor or other entity, except as pre-

approved in writing by Samsara; and (iii) not be used except to evaluate the suitability of the Samsara Products for your business. You will immediately notify Samsara in the event of any unauthorized use or disclosure under these terms. Violation of these obligations will cause irreparable harm to Samsara for which Samsara may obtain compensatory and timely injunctive relief from a court, as well as any other remedies that may be available, including recovery of all reasonable attorney's fees and costs incurred in seeking such remedies. Your obligations specified herein shall last until the pricing and payment terms herein are, through no fault or action by you, public. This Order Form is a legally binding agreement between you ("Customer") and Samsara Inc. ("Samsara"). IN WITNESS WHEREOF, Customer has caused this Order Form to be executed by its duly authorized representative.

Billing Details:**Bill To:**

City of La Vergne

Billing Contact:

Name: Bruce Richardson

Billing Email:

brichardson@laveragnetn.gov

Phone Number: 6152878634

Payment Information:

Payment Method: Credit Card/ACH Debit

Payment Terms: Net 30

Payment Frequency: Direct Annual

Does your organization require a purchase order (PO) in order to process payment to vendors?

If yes, please provide the PO Number:

If your organization requires invoice submission via an electronic invoice portal, please email any e-invoicing requirements to billingsupport@samsara.com.

Please email any tax documentation to billingsupport@samsara.com.

I confirm acceptance of this Order Form on behalf of the Customer identified herein and represent and warrant that I have full and complete authority to bind the Customer to this Order Form, including all terms and conditions herein." "Please confirm acceptance of this Order Form by signing below:

Signature

Print Name:

Date:

State of Tennessee
Sourcing Event # 32110-11813
Specifications for Telematics Hardware, Services, & Accessories

1.0 Scope

- 1.1 The purpose for these specifications is to establish a Statewide Contract to be used as a source of supply for Telematics Products, Services, and Accessories to be installed in eligible vehicles for the purpose of tracking vehicle location and vehicle system diagnostic reporting. This contract is intended to be used for the purchase of Telematics Hardware, Installation, training, and monthly service. This monthly service includes vehicle tracking and reporting.

2.0 Definitions

Agency - the term "Agency" shall refer to each State board, commission, committee, department, officer, or any other unit of State government.

API System - (Application Programming Interface) is a set of functions that allows applications to access data and interact with external software components, operating systems, or microservices. This system delivers a user response to a system and sends the system's response back to a user.

Bid Discount - a competitive discount for a product or service offered during a Sourcing Event.

Business Day (State of Tennessee) - Monday through Friday (7:00 am through 4:30 pm Central), except State holidays.

Catalog - a complete list of items available for purchase from the supplier within a contract. Often organized by product category.

Catalog Pricing - the price of an item in a Catalog where the purchase price has volume or other discounts deducted and charges for specific services.

Contractor - the company that undertakes a contract to provide materials or labor to perform a service or do a job.

Evaluation Model - a document which allows suppliers to provide their pricing for services or products the State of Tennessee wishes to procure. This document is then analyzed to determine the lowest cost for said products and/or services.

GPS - a satellite-based radionavigation system owned by the United States government.

Hardware - the physical parts of a computer, such as the case, central processing unit, monitor, mouse, keyboard, computer data storage, graphics card, sound card, speakers and motherboard.

Installation - the action or process of installing Telematics/GPS Hardware and/or accessories.

Nights or after normal business hours (State of Tennessee) - Monday through Thursday (4:31 pm through 6:59 am Central), except State holidays.

On-Site Technical Support - technical support provided by the supplier that is conducted, performed, or completed at the location in which the device is being used/housed.

Order - a written direction to purchase goods or services.

Service Calls - a request for service from the State to the Contractor to engage their services to resolve a technical issue or equipment failure, possibly utilizing an ITSM platform.

Solicitation - the act of asking for or trying to obtain a good or service.

Sourcing Event - an event held by the Central Procurement Office in which Suppliers are invited to bid on products or services the State of Tennessee wishes to purchase. May also be referred to as an ITB within this document.

State - refers to the State of Tennessee, including its departments, agencies, and entities that fall under its purview.

Statewide Contract - The term "Statewide Contract" refers to a contract for goods or services established by the Central Procurement Office that all executive branch State agencies must utilize and that may be used by local governments, higher education and not-for-profit entities.

Telematics - a vehicle tracking device installed in a vehicle that allows the sending, receiving and storing of telemetry data.

Telephone Technical Support - technical support provided by the supplier via phone call.

Time - all references made to Time in this Solicitation refer to local Time within the Time zone of the Agency destination (Central Standard Time/Daylight Savings Time or Eastern Standard Time/Daylight Savings Time).

Units - Telematics/GPS or any accessory Hardware devices installed.

3.0 Contractor Requirements

3.1 Contractor must provide all necessary Hardware, installation, training, and managed services throughout the term of the contract.

3.2 Contractor must have customer service representatives knowledgeable of the State's applicable equipment and services who possess the appropriate tools to provide timely and accurate responses to requests for information about Hardware, orders, order status, delivery, invoices, and issues related to vehicle reporting. Contractor must provide twenty-four (24) hour, seven (7) days a week telephone technical support.

Contractor must provide web-based technical support twenty-four (24) hours a day, seven (7) days a week. Response Time for toll free telephone support and web-based technical support shall be within three (3) hours of the initial request from the State. Technical support must continue from the moment of the initial request until a solution satisfactory to the State is provided. Contractor must also provide email addresses for person-to-person interaction involving customer services and inquiries about contract orders, order status, billing and invoicing.

- 3.3 Contractor must provide a toll-free telephone number available to contract customers for person-to-person interaction involving inquiries about contract orders, order status, billing, and invoicing during normal business hours of 8:00 am to 4:30 pm central time, excluding legal holidays.
- 3.4 Contractor must designate a person as the single point of contact between the Contractor's organization and the State. This representative of the Contractor must be technically competent in the technology this contract addresses and must understand the State's requirements defined in this Invitation to Bid (ITB) and the Contractor's proposal in response. The single point of contact must notify the State of the Contractor's progress toward resolving contract product shipment issues and the Contractor's and/or manufacturer's plans for changes in the products affecting the contract.
- 3.5 Contractor must notify the Central Procurement Office of any open orders that are going to be delayed due to industry wide constraints or unforeseen circumstances that impact the specified contract delivery Time as they occur. The notification must include the specified Hardware product name, customer's name, department/location, and purchase order number affected.
- 3.6 Contractor must notify the State in writing of any changes in product that will affect or modify the contract products. This notification must be made within thirty (30) days of proposed contract implementation to allow the State Time for review of the impact these changes will incur, approval of the proposed changes, and notification to all departments.

4.0 Telematics System Requirements

- 4.1 Contractor must make available for purchase various Telematics hardwired Units capable of transmitting the precise location of State vehicles throughout the entire State of Tennessee where cellular coverage is available. In the event that the Units are outside the coverage area, the Units must store the vehicle data and transmit the data as soon as the Units re-enter a coverage area. The hardwired Units must be capable of providing the reporting services specified in **Section 5.6**. The hardwired device must be 3G, 4G, or 5G capable.
- 4.2 The State requires the awarded supplier to submit a Catalog that contains the available accessories compatible with the hardwired units mentioned in **Section 4.1** and any other Hardware offerings. Accessories that do not support that unit will not be permitted to be listed in the Catalog. The Contractor cannot sell GPS devices or

accessories that are not listed in the Catalog. The pricing for the accessories shall not be higher than their commercially available price.

4.3 System Feature Requirements

- The system shall support at least 16MB flash memory for storage of data over extended periods of connectivity loss. (This allows for storing all readings until 802.11b or GPRS coverage is re-established then transmitting the stored data to provide an updated history of the vehicle.)
- System shall provide Store and Forward capabilities. (System collects vehicle activity data and geo-stamp data and stores onboard until data can be securely transmitted to provide a detailed historical record of activity while in the field.)
- The system shall provide ability to detect and report previous power loss if unit is disconnected then reconnected. (This reports if someone was to disable the system during their shift whether inadvertent or intentional.)
- GPS receiver shall be accurate to less than 5 meters, for at least 90% of readings. Less than 2.5 meters 80% of the Time.
- System shall have less than 10mA typical current draw in key-off mode. (Provides minimal battery discharge when not in use.)
- System shall meet SAE J1455 environmental specifications and provide +/- 25g shock rating (Provides a ruggedized solution in the high abuse environment that system will be used in.)
- System shall support over-the-air firmware updates. (This allows for updating the system without the need to return to the district shop to be updated.)
- System shall support over-the-air configuration updates for the following:
 1. Start Time report intervals
 2. Reporting transmit intervals
 3. Reporting power up/down
 4. Setting GPS database triggers for distance, Time, speed and angle.
- System shall include notifications when a vehicle is due for preventive maintenance based on engine hour readings.
- The system shall provide hourly usage reports to reflect how many minutes in each hour a vehicle was in use.
- The system shall provide mileage reports to reflect how many miles in each day, month, and year vehicle drove.
- The system shall provide the ability to draw geo-fences, label fences, and show the accumulation of Time and mileage within said fence.
- System shall provide user-configurable notifications for excess speeds, excess idle Times, and operation after normal operating hours, previous power loss, maintenance exceptions, and battery voltage.
- The system shall provide user-configurable odometer and hour meter synching to the vehicle's actual odometer and hour meter. System shall also include the ability to readjust both odometer and hour meters if a variance occurs.
- Vehicle Telematics system shall be of rugged design, constructed of components intended and suitable for the mobile equipment market. To ensure longevity in harsh mobile environments, the system shall conform to SAE1455 for chassis-mounted devices, as well as not be damaged by mechanical shock of +/- 25g. For guaranteed low-

temperature operation, the device must operate without degradation of performance in ambient temperatures of –30°C to 60°C.

- The Telematics system shall be protected and immune to over-voltage conditions and reverse polarity. System shall utilize a live 12V connection to the vehicle battery. To minimize vehicle battery drain, unit typical current draw shall not exceed 9mA during sleep mode (key off).
 - The system shall contain all necessary Hardware and on-board memory to log GPS coordinates including (latitude/longitude), speed, heading and Time, engine hours (ignition “on” Time) and other external data feeds.
 - The Telematics system shall also log the status change of (6) discrete digital inputs to allow for monitoring the condition of various optional vehicle sensors. Connections to unit shall be made with plug-in connectors (not hardwired) to facilitate simple field replacement of components.
 - The Contractor shall provide an open API for accessing and sharing raw vehicle related data. The System should be capable of exporting vehicle location data to other programs thru an API. (example of receiving program ActiveITS)
 - OEM Integrated Telematics Data must be an available option through the Supplier Catalog.
 - Each Home Page for each User needs to be customizable based upon the available applications to the Home Page. The applications need to include:
 - Full Screen Map
 - Seven Day Total Distance
 - Seven Day Total Idle
 - Seven Day Engine Hours
 - Seven Day Driving Percentage
 - Maintenance Report (Hourly)
 - Maintenance Report (Distance)
 - Seven Day Speeding Exceptions
 - Seven Day Idle Exceptions
 - Seven Day Input Usage
 - Monthly Calendar
 - Days Since Last Report
 - Over 30 Minutes since last GPS Report
 - Seven Day Input to Engine Hours Report
 - Routing
 - One Day Total Distance
 - One Day Driving Percentage
 - One Day Total Idle
 - One Day Idle Exceptions
 - One Day Engine Hours
 - One Day Input Usage
 - One Day Input to Engine Hours
 - One Day Speeding Exceptions
- Application needs to provide the following reports and/or information:
- Last known location map view
 - Dispatch map (full screen)

- Last location relative to home (pre-determined address)
- Odometer readings
- Total engine hours
- Last Time asset reported in
- Last known location (map view)
- Historical trip report (map view)
- Raw data report
- Exception reports
- Battery voltage
- Speed
- Idling
- Operating during “off” hours
- Maintenance
- Power
- Geo fence (in/out)
- Zone/Route report (Geo fence application)
- Material Usage Report
- Idle report
- Engine Data Report
- Fleet Stop report
- State Summary report
- Individual Vehicle Mileage Report
- Daily Asset Usage report
- Weekly Asset Usage report
- Monthly Asset Usage report
- Custom Asset Usage report
- Custom Input Usage report
- Custom Input Distance report
- Asset Distance report
- View Maintenance History/Update Maintenance Record
- Fleet Summary report
- Zone Cycle Time report
- Ping Asset (SMS report)
- Health Check report
- GPS Lost for over 30 Minutes report
- Fuel Consumption Data
- ***Note: Each Telematics GPS Tracking unit must have the ability to “turn-off” or deactivate the location tracking function***

5.0 Monthly Service Requirements

- 5.1 Contractor must have the capabilities to provide monthly monitoring service, which includes GPS Location and Reporting Services. The cost for the hardwired device must be a flat-rate fee for all applicable device reporting capabilities. Updates to software and firmware must be included in the monthly service charge. All network data transmission charges must be included in the monthly service charge. No taxes may be charged as the State of Tennessee does not pay tax.

- 5.2 Contractor must provide a web portal, available twenty-four (24) hours a day, seven (7) days a week, in which authorized State users can log-in a password protected site that displays the precise location of all eligible State vehicles. The vehicles' locations must be refreshed at least every two (2) minutes. The Contractor must also provide a monthly add-on charge to upgrade the refresh rate to every thirty (30) seconds for select vehicles.
- 5.3 Contractor must provide the State the ability to generate reports with sort features, such as Excel and/or PDF, on the Contractor's web portal which display all of the reporting services listed in **Section 5.6**. The information shall be stored for no more than twelve (12) months and shall purge completely after the required retention period. The Contractor must store the data in accordance with the requirements listed in **Section 8.0**.
- 5.4 Each State Agency or other eligible purchasing entity will only be allowed to view the vehicle data from their own fleet of vehicles.
- 5.5 Contractor must provide a mobile application or mobile-compatible browser, available twenty-four (24) hours a day, seven (7) days a week, in which authorized State users can log-in via password verification and display the precise location of eligible State vehicles in real-time.
- 5.6 Contractor must provide as part of the monthly service (**Section 5.1**), the following reporting services:
- Provide vehicle Start/Stop Times and track vehicle mileage
 - Vehicle utilization reports to determine under or over utilization
 - Non-work hours and weekend utilization report
 - Idle Time reports for all vehicles and system alerts for excessive idling (greater than 5 minutes)
 - Vehicle speed and system alerts for excessive speed
 - Geo-fencing
 - Ability to create custom vehicle groups for reporting and security purposes

6.0 Installation/Training Requirements

- 6.1 Contractor must offer on-site Installation, throughout the entire State of Tennessee, for hardwired GPS Units and associated accessories. The Contractor will bid a price for Installation that is measured on a per vehicle basis. The cost for shipping the hardwired device must be included in the per vehicle Installation rate. Contractor must ensure the GPS unit and accessories are physically installed properly and are transmitting properly to be considered correctly installed. The unit must be transmitting in accordance with the requirements set forth in **Section 4.0**. If additional accessories are needed to ensure that the hardwired device meets the requirements set forth in **Section 4.0**, then the Contractor must provide the accessories to the State at no additional cost. This

Installation rate can also be applied to removing GPS Units and accessories from wrecked, lost, or stolen vehicles as specified in **Section 6.3**.

- 6.2 The State users have the option to self-install the GPS tracking devices and accessories. The Contractor must provide a self-install kit that includes Installation instructions, all necessary Hardware, and Installation support via toll-free telephone or online. Shipping costs for Hardware must be included in the bid price.
- 6.3 Contractor must make available training for State employees. Training personnel must explain the functions and features of the GPS unit as well as provide instruction on utilizing the website and mobile application. The Contractor must bid a price per student for each training session for remote instructor-led training. Contractor may also provide self-service web-based training in addition to instructor-led training. The cost for web-based training must be included in the monthly service charge.

7.0 Warranty/Unit Replacement Requirements

- 7.1 Contractor must replace all defective/deficient purchased or serviced hardwired devices during the manufacturer warranty period. The State will not pay additional Installation charges or fees for defective/deficient Hardware.
- 7.2 The State will only pay for replacement accessories if the accessories are lost, stolen, or damaged. The Contractor must replace all defective/deficient accessories during the manufacturer warranty period. The State will not pay additional charges or fees for defective/deficient accessories.

8.0 Information Security Compliance

- 8.1 Contractor warrants to the State that it is familiar with the requirements of the State of Tennessee Enterprise Information Security Policies and has measures in place that ensure that all data records are transported, stored, and accessed in a secure manner. All data is property of the State of Tennessee. The system or Contractor must meet or exceed the State of Tennessee's information security requirements for access control, authentication, storage, data destruction, system maintenance and patching and must be compliant with best practices for secure application development as defined in SO/IEC 27000 or later series. Contractor may request the latest version of the information security policies from the Contract Administrator.
- 8.2 Contractor agrees to abide by the following:
 - i. Contractor will not install or utilize remote control or file sharing software unless explicitly approved by the State of Tennessee; and
 - ii. Utilize best practice authentication methods to prevent access from unauthorized individuals and entities.

9.0 Catalog Requirements

- 9.1 All catalog pricing will be based on pricing as published in the manufacturer's catalog. Contractor shall also extend to the State any promotional pricing being currently offered that would result in more advantageous pricing for the State than would otherwise be available through this Contract.
- 9.2 The Contractor must apply their bid discount percentages to the manufacturer catalog submitted to Bid Event.
- 9.3 The Contractor must supply the State with the most current Price List within 10 business days when requested by the Contract Administrator.
- 9.4 The Catalog may be updated, as required, and approved by the State, to remain technologically current.



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: October 2, 2025

Item #: 12.A.10. Purchase - Interview Now Recruiting Platform for the Police Department.

Department: Police

Presented By: Christopher Moews

Item Attachments: 1. Quote - Interview Now

Summary:

Interview Now is a text-based recruiting platform designed for law enforcement and public safety agencies to enhance applicant communication and streamline the hiring process. It helps departments engage more candidates, manage events, and boost academy enrollment with fewer resources.

Background Information:

Interview Now is a mobile-first recruiting platform designed specifically for public safety agencies to streamline and modernize their hiring process. It enables instant two-way text communication with candidates, simplifies events and lead management, and provides analytics to improve recruiting efficiency. Used by departments across the U.S., it helps agencies increase applicant engagement, reduce drop-off, and fill academy classes faster, even with limited recruiting staff.

Financial Summary:

The cost for the text-based recruiting platform will be \$7,000.00. This is not a budgeted item, but funds should be available in the Police Department budget.

Staff Recommendation:

Staff recommends approval.



La Vergne Police Department

La Vergne, TN

5093 Murfreesboro Road
La Vergne, TN 37086
United States

Chris Moews

cmoews@lavergnethn.gov

Konrad Kaul

kkaul@lavergnethn.gov
615-287-8726

Reference: 20250627-102446407

Quote created: June 27, 2025

Quote expires: September 30, 2025

Quote created by: Graham Matthews

Territory Sales Manager

graham@interviewnow.io

+19164136849

Comments from Graham Matthews

Pricing Includes custom single page recruitment website.

Save more with a two year commitment with a 10% discount or a three year for a 15% discount. See below for details:

Two years 10% discount option: \$12,200

Three years 15% discount option: \$17,075

Products & Services

Item & Description	Quantity	Unit Price	Total
One-time implementation Custom account setup and onboarding	1	\$500.00	\$500.00
Interview Now Communications Dashboard Includes capture and pre-screening products.	1	\$6,500.00	\$6,500.00 for 1 year

One-time subtotal	\$7,000.00
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Total	\$7,000.00
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Purchase terms

Questions? Contact me



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ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: October 2, 2025

Item #: 12.B. Approve the Employee Benefits Package for 2026.

Department: Human Resources

Presented By: Andrew Patton

Item Attachments: 1. Benefit Renewal

Summary:

Approval is requested to renew the City's annual employee benefits program through its broker, **Willis Towers Watson (WTW)**. This renewal ensures uninterrupted coverage for all eligible employees and their dependents, including health, dental, vision, life, and related benefits, while making a strategic carrier change for certain lines of coverage.

Background Information:

The City's employee benefit package is a key component of attracting and retaining a talented workforce. For the 2026 plan year, WTW collaborated with the City to review all carriers and negotiate renewals that maintain comprehensive coverage while managing long-term costs.

During this review, WTW recommended moving **Short-Term Disability (STD)**, **Long-Term Disability (LTD)**, and **Life Insurance** from the current carrier to **Symetra**. This recommendation is based on a competitive market analysis showing that Symetra offers:

- **More favorable long-term rates and guarantees**, lowering projected costs for these core benefits while preserving robust coverage levels.
- **Enhanced service and administrative support**, addressing prior service issues and improving the employee experience for claims and policy administration.
- **Better alignment with the City's broader benefits strategy**, ensuring consistency across ancillary lines and a stable foundation for future renewals.

This strategic change strengthens the City's benefits program by improving service quality and ensuring that rates remain competitive without compromising coverage. All other benefit lines—including medical, dental, vision, prescription, stop-

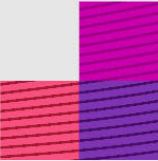
loss, and flexible spending/cobra administration—will remain with their current carriers and rate guarantees.

Financial Summary:

Item	2025	2026	Change
BCBS-TN Medical Renewal including PBM Administration	\$16,305	\$168,390	Increase of 2.4%
BCBS “BlueRe” Stop Loss Renewal	\$780,316	\$820,167	Increase of 5.1%
Prescription Rebates (estimated)	\$99,696	\$161,142	Increase of 61%
Dental BCBS-TN	\$4.50 / pepm	\$4.50 / pepm	No Change
Vision BCBS-TN	\$.95 / pepm	\$.95 / pepm	No Change
Short Term Disability through Symetra	\$4.83 / pepm	\$2.90 / pepm	Decrease of 40%
Long Term Disability through Symetra	\$15.08 / pepm	\$9.05 / pepm	Decrease of 40%
Basic Life and AD&D through Symetra	\$14.41 / pepm	\$10.03 / pepm	Decrease of 30%
FSA / Cobra Administration	\$4.91 / pepm	\$4.91 / pepm	No Change

Staff Recommendation:

Staff recommends approval.



City of LaVergne

Benefit Renewal Discussion

08/28/2025



wtwco.com

wtw



Your WTW Team

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Compliance Consultant

Nicole Bihler
Health Management Consultant

Nicole O'Hara Johnson
Communication Consultant

Alison Klie
Medicare Consultant

Eddie Gammil, PhD, RN
Clinical Director

Agenda

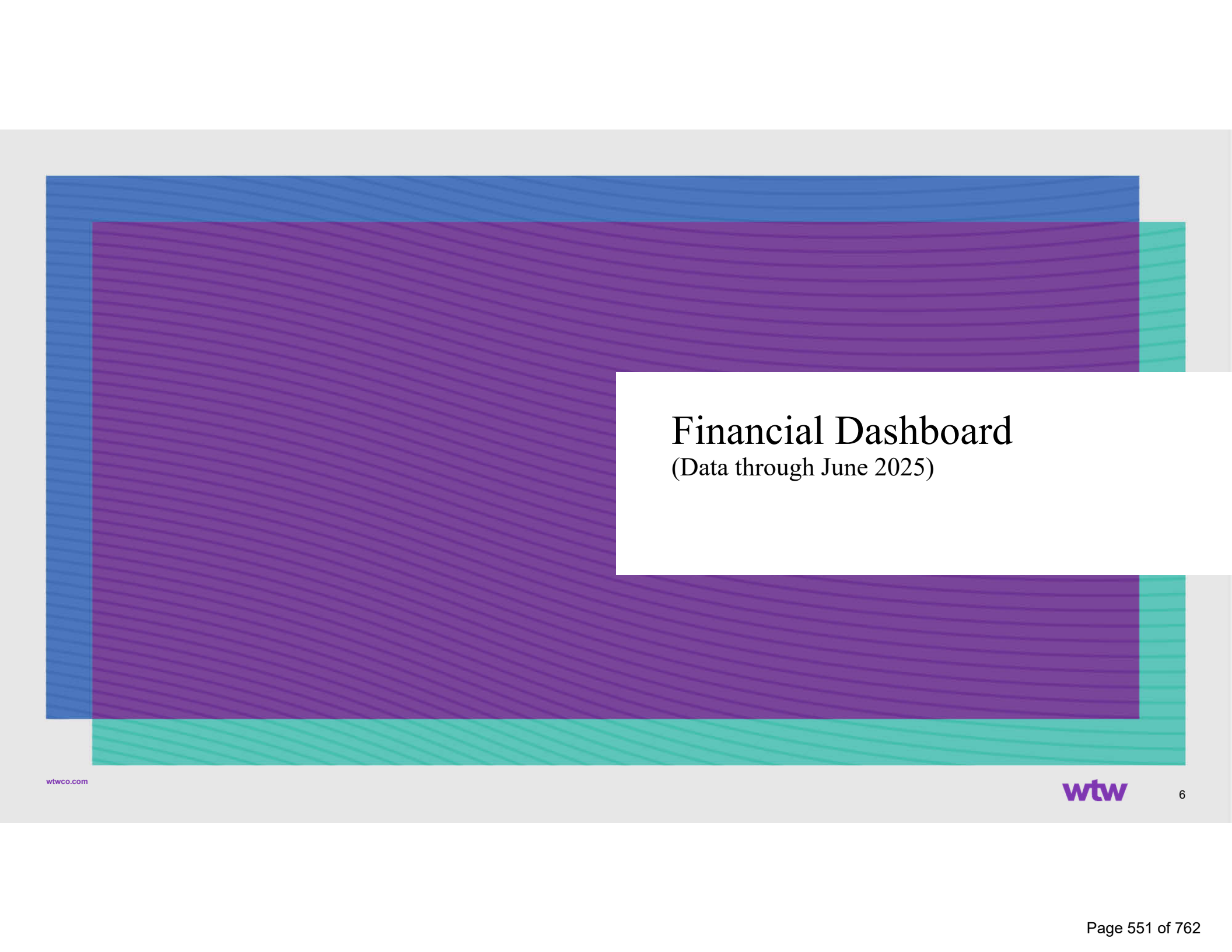


-  **Health & Benefits Program Review**
-  **Financial Dashboard**
-  **2026 Renewals**
-  **Supplemental Health Marketing Analysis**
-  **2025 Planning**

Health & Benefits Program Review

2026 Health & Benefits Review

Medical (Self-Insured) BlueCross BlueShield of Tennessee Next renewal date: 1/1/2028	- Year 2 of rate guarantee, \$52.36 PEPM Admin Fee \$5K Wellness fund allowance - No changes to plan design
Dental (Self-Insured) BlueCross BlueShield of Tennessee Next renewal date: 1/1/2027	- WTW negotiated a 1-year rate hold, \$4.50 PEPM Admin Fee - No changes to plan design
Vision (Self-Insured) BlueCross BlueShield of Tennessee Next renewal date: 1/1/2027	- WTW negotiated a 1-year rate hold, \$0.95 PEPM Admin Fee - No changes to plan design
Short-Term Disability (Self-Insured) The Standard Next renewal date: 1/1/2026	- Year 2 of rate guarantee with The Standard - Marketed due to service issues, received proposals providing savings over the incumbent
Life & Long-Term Disability (Fully Insured) The Standard Next renewal date: 1/1/2026	- Year 2 of rate guarantee with The Standard - Marketed due to service issues, received proposals providing savings over the incumbent
Worksite (Fully Insured) The Standard Next renewal date: Perpetual	- Year 2 of rate guarantee with The Standard - Marketed due to service issues, received proposals providing savings over the incumbent
FSA & COBRA (Self-Insured) EBC Next renewal date: 1/1/2027	- Year 2 of rate guarantee with The Standard - Marketed due to service issues, received proposals providing savings over the incumbent



Financial Dashboard

(Data through June 2025)

Cost Breakdown

Self Funded Medical Through June 2025

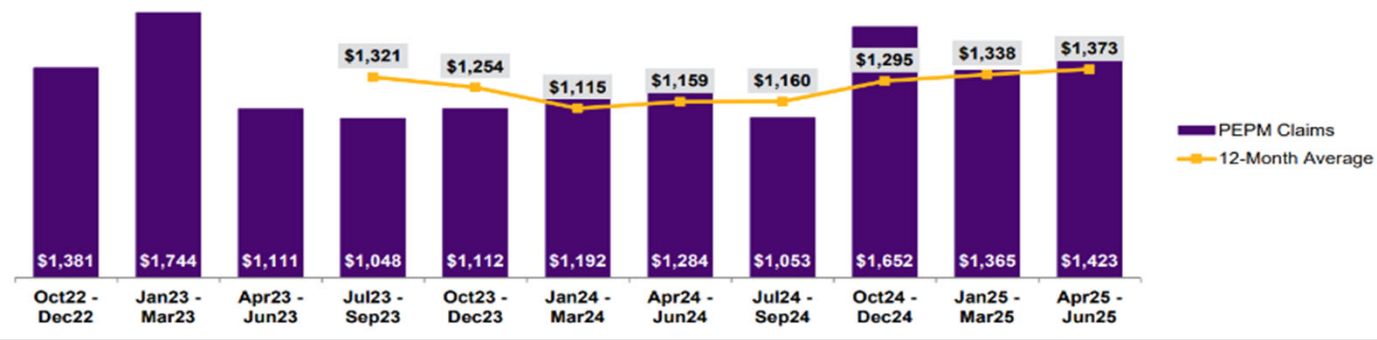
	January 2025 - June 2025		January 2024 - June 2024		% Change	
Enrollment	Average	Total	Average	Total	Average	Total
Employees	267	1,600	251	1,505	6.3%	6.3%
Claims	PEPM	Total	PEPM	Total	PEPM	Total
Medical	\$881	\$1,409,849	\$931	\$1,401,828	(5.4%)	0.6%
Drug	\$514	\$821,685	\$510	\$767,446	0.7%	7.1%
Rx Rebate	\$0	\$0	(\$178)	(\$267,368)	(100.0%)	(100.0%)
Claims over ISL	\$0	\$0	(\$25)	(\$38,260)	(100.0%)	(100.0%)
Total Claims	\$1,395	\$2,231,534	\$1,238	\$1,863,646	12.6%	19.7%
Expenses	PEPM	Total	PEPM	Total	PEPM	Total
Admin. Fees	\$42	\$67,536	\$46	\$68,929	(7.8%)	(2.0%)
Stop Loss Fees	\$243	\$388,207	\$212	\$319,495	14.3%	21.5%
Clinic Cost	\$83	\$133,392	\$79	\$119,296	5.2%	11.8%
Total Expenses	\$368	\$589,135	\$337	\$507,720	9.1%	16.0%
Cost Totals	PEPM	Total	PEPM	Total	PEPM	Total
Total Cost	\$1,763	\$2,820,669	\$1,576	\$2,371,366	11.9%	18.9%
Employer Cost	\$1,763	\$2,820,669	\$1,576	\$2,371,366	11.9%	18.9%
Large Claims	PEPM	Total	PEPM	Total	PEPM	Total
Claims <\$25K	\$877	\$1,403,739	\$682	\$1,025,855	28.7%	36.8%
Claims \$25K+	\$517	\$827,795	\$582	\$876,052	(11.1%)	(5.5%)
# Claimants \$25K+	19		20		(5.0%)	
Average per Claimant 25K+	\$43,568		\$43,803		(0.5%)	

Claims Trending

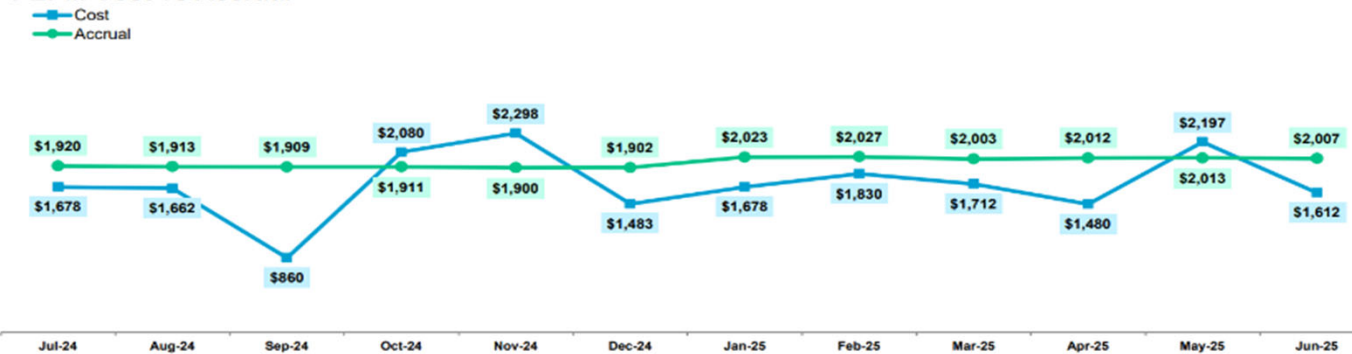
Self Funded Medical Through June 2025



PEPM Claims by Policy Period Quarter



PEPM Cost vs Accrual



Experience Detail

Self Funded Medical Through June 2025

Current Rolling 12-Month Experience

July 2024 - June 2025		Claims				
Month	Employees	Medical	Drug	ISL Adjustments	Total Claims	Claims PEPM
July 2024	256	\$225,858	\$116,233	(\$3,148)	\$338,942	\$1,324
August 2024	260	\$223,383	\$127,170	(\$6,675)	\$343,878	\$1,323
September 2024	261	\$155,323	\$118,511	(\$2,350)	\$271,485	\$1,040
October 2024	265	\$389,596	\$98,122	(\$20,002)	\$467,716	\$1,765
November 2024	265	\$367,213	\$162,242	(\$2,587)	\$526,869	\$1,988
December 2024	266	\$240,075	\$143,169	\$6,371	\$389,616	\$1,465
January 2025	260	\$177,599	\$146,422	\$0	\$324,021	\$1,246
February 2025	260	\$258,057	\$128,995	\$0	\$387,052	\$1,489
March 2025	271	\$229,460	\$139,462	\$0	\$368,922	\$1,361
April 2025	270	\$207,115	\$98,085	\$0	\$305,200	\$1,130
May 2025	270	\$330,306	\$158,910	\$0	\$489,216	\$1,812
June 2025	269	\$207,311	\$149,811	\$0	\$357,122	\$1,328
Total	3,173	\$3,011,296	\$1,587,133	(\$28,390)	\$4,570,039	\$1,440

Expenses				
Admin. Fees	Stop Loss Fees	Clinic Cost	Total Expenses	Expense s PEPM
\$11,725	\$54,459	\$24,352	\$90,536	\$354
\$11,908	\$55,102	\$21,339	\$88,348	\$340
\$11,954	\$55,203	\$21,676	\$88,833	\$340
\$12,137	\$56,088	\$15,223	\$83,448	\$315
\$12,137	\$55,778	\$14,291	\$82,206	\$310
\$12,183	\$56,049	\$6,095	\$74,327	\$279
\$10,975	\$63,366	\$37,927	\$112,268	\$432
\$10,975	\$63,501	\$14,236	\$88,711	\$341
\$11,439	\$65,396	\$18,322	\$95,157	\$351
\$11,397	\$65,446	\$17,493	\$94,336	\$349
\$11,397	\$65,471	\$27,203	\$104,070	\$385
\$11,354	\$65,026	\$18,211	\$94,592	\$352
\$139,579	\$720,885	\$236,368	\$1,096,833	\$346

Cost Totals				
Total Cost	Total Cost PEPM	Employee Cost	Employer Cost	Net Cost PEPM
\$429,479	\$1,678	\$0	\$429,479	\$1,678
\$432,226	\$1,662	\$0	\$432,226	\$1,662
\$360,318	\$1,381	\$0	\$360,318	\$1,381
\$551,164	\$2,080	\$0	\$551,164	\$2,080
\$609,074	\$2,298	\$0	\$609,074	\$2,298
\$463,942	\$1,744	\$0	\$463,942	\$1,744
\$436,289	\$1,678	\$0	\$436,289	\$1,678
\$475,764	\$1,830	\$0	\$475,764	\$1,830
\$464,079	\$1,712	\$0	\$464,079	\$1,712
\$399,536	\$1,480	\$0	\$399,536	\$1,480
\$593,286	\$2,197	\$0	\$593,286	\$2,197
\$451,714	\$1,679	\$0	\$451,714	\$1,679
\$5,666,872	\$1,786	\$0	\$5,666,872	\$1,786

Prior Rolling 12-Month Experience

July 2023 - June 2024		Claims				
Month	Employees	Medical	Drug	ISL Adjustments	Total Claims	Claims PEPM
July 2023	252	\$219,740	\$109,738	(\$47,525)	\$281,953	\$1,119
August 2023	262	\$236,076	\$129,604	(\$34,925)	\$330,755	\$1,262
September 2023	266	\$172,336	\$144,583	\$5,898	\$322,818	\$1,214
October 2023	271	\$193,424	\$104,979	(\$41,563)	\$256,841	\$948
November 2023	252	\$302,637	\$126,170	(\$95,527)	\$333,280	\$1,323
December 2023	252	\$302,125	\$140,618	(\$35,367)	\$407,375	\$1,617
January 2024	244	\$150,884	\$117,246	\$0	\$268,130	\$1,099
February 2024	249	\$216,368	\$96,075	\$0	\$312,443	\$1,255
March 2024	250	\$312,388	\$141,120	(\$21,249)	\$432,259	\$1,729
April 2024	251	\$214,767	\$153,394	(\$6,682)	\$361,479	\$1,440
May 2024	257	\$312,548	\$145,627	(\$5,693)	\$452,482	\$1,761
June 2024	254	\$194,874	\$113,984	(\$4,637)	\$304,221	\$1,198
Total	3,060	\$2,828,166	\$1,523,138	(\$287,268)	\$4,064,036	\$1,328

Expenses				
Admin. Fees	Stop Loss Fees	Clinic Cost	Total Expenses	Expense s PEPM
\$13,779	\$53,500	\$13,535	\$80,814	\$321
\$14,326	\$54,971	\$13,880	\$83,177	\$317
\$14,545	\$55,450	\$13,880	\$83,875	\$315
\$14,818	\$56,415	\$13,880	\$85,113	\$314
\$13,779	\$53,117	\$13,880	\$80,776	\$321
\$13,779	\$52,903	\$13,880	\$80,562	\$320
\$11,175	\$51,966	\$22,226	\$85,368	\$350
\$11,404	\$53,218	\$27,709	\$92,331	\$371
\$11,450	\$52,648	\$17,098	\$81,196	\$325
\$11,496	\$53,229	\$18,615	\$83,340	\$332
\$11,771	\$54,464	\$17,414	\$83,648	\$325
\$11,633	\$53,969	\$16,235	\$81,837	\$322
\$153,956	\$645,850	\$202,229	\$1,002,036	\$327

Cost Totals				
Total Cost	Total Cost PEPM	Employee Cost	Employer Cost	Net Cost PEPM
\$362,767	\$1,440	\$0	\$362,767	\$1,440
\$413,932	\$1,580	\$0	\$413,932	\$1,580
\$406,693	\$1,529	\$0	\$406,693	\$1,529
\$341,953	\$1,262	\$0	\$341,953	\$1,262
\$414,056	\$1,643	\$0	\$414,056	\$1,643
\$487,937	\$1,936	\$0	\$487,937	\$1,936
\$353,498	\$1,449	\$0	\$353,498	\$1,449
\$404,775	\$1,626	\$0	\$404,775	\$1,626
\$513,455	\$2,054	\$0	\$513,455	\$2,054
\$444,819	\$1,772	\$0	\$444,819	\$1,772
\$536,130	\$2,086	\$0	\$536,130	\$2,086
\$386,058	\$1,520	\$0	\$386,058	\$1,520
\$5,066,072	\$1,656	\$0	\$5,066,072	\$1,656

2026 Renewals

Current Medical Plan Design

Medical Plan Provisions	BlueCross BlueShield of Tennessee	
	In-Network: Network P	Out-of-Network
Annual Deductible (Individual/Family)	\$300/\$600	\$500/\$1,000
Out-of-Pocket Maximum (Includes Deductible)	\$1,600/\$3,200	\$3,200/\$6,400
Preventive Care	Covered at 100%	Covered at 100%
Physician Office Visit	10% after deductible	40% after deductible
Specialist Office Visit	10% after deductible	40% after deductible
Telemedicine	10% after deductible	40% after deductible
X-Ray and Lab	10% after deductible	40% after deductible
Hospital Services	10% after deductible	40% after deductible
Urgent Care	10% after deductible	40% after deductible
Emergency Room	\$100 copay	\$100 copay
Retail Pharmacy (up to a 30-day supply)		
Generic	\$5 copay	40% after deductible
Brand Preferred	\$20 copay	40% after deductible
Brand Non-Preferred	\$30 copay	40% after deductible
Mail Order Pharmacy (90-day supply)		
Generic	\$10 copay	40% after deductible
Brand Preferred	\$40 copay	40% after deductible
Brand Non-Preferred	\$60 copay	40% after deductible
Specialty	\$5 / \$20 / \$30 copay	Not covered

BCBST 2026 Medical Renewal

Administrative Fees

		Current	2026
	Headcount	ASO Renewal	
Total Medical ASO Fee	268	\$51.09	\$52.36
Admin Fee		\$42.21	\$43.48
Chronic Care Management – Incl Nurseline		\$2.88	\$2.88
Healthy Maternity Management		N/A	N/A
Pharmacy Integration Fee		\$6.00	6.00
Stop Loss Carve Out Fee		N/A	N/A
Estimated Annual Total		\$164,305	\$168,390
Change from Current (%)			2.4%
Change from Current (\$)			\$4,085

Note: If the contract is terminated prior to the end of the multi-year fee guarantee, there will be an early termination penalty equal to one month's fee.

BCBST 2026 Medical Renewal

Rates



Enrollment		2025 Current	2026 Renewal
EE Only	74	\$962.93	\$874.83
EE+Spouse	50	\$1,854.99	\$1,685.28
EE+Child(ren)	27	\$1,727.70	\$1,569.63
EE+Family	118	\$2,788.94	\$2,533.78
Total Annual Cost		\$6,476,990	\$5,884,410
Change from Current - %			-9.1%
Change from Current - \$			-\$592,580

BCBST 2026 Dental Renewal

Rates



Enrollment		2025 Current	2026 Renewal
EE Only	74	\$28.52	\$30.45
EE+Spouse	50	\$53.37	\$56.98
EE+Child(ren)	27	\$108.53	\$115.87
EE+Family	118	\$108.53	\$115.87
Total Annual Cost		\$246,190	\$262,841
Change from Current - %			6.8%
Change from Current - \$			\$16,651

BCBST 2026 Vison Renewal

Rates



Enrollment		2025 Current	2026 Renewal
EE Only	74	\$11.92	\$6.73
EE+Spouse	51	\$22.54	\$12.73
EE+Child(ren)	27	\$37.82	\$21.37
EE+Family	117	\$37.82	\$21.37
Total Annual Cost		\$89,732	\$50,694
Change from Current - %			-43.5%
Change from Current - \$			-\$39,038

BlueRe Stop Loss 2026 Renewal (Firm)



Contract Provisions		BlueRe Current	BlueRe Renewal	BlueRe Renewal	BlueRe Renewal
Specific Deductible Level		\$90,000	\$90,000	\$100,000	\$125,000
Paid Contract Basis		1132/12	132/12	132/12	132/12
Coverage		Medical and Rx	Medical and Rx	Medical and Rx	Medical and Rx
No New Lasers at Renewal		Included	Included	Included	Included
Rate Cap		50%	50%	50%	50%
Lifetime Maximum		Unlimited	Unlimited	Unlimited	Unlimited
Annual Maximum		Unlimited	Unlimited	Unlimited	Unlimited
Laser(s)		None	None	None	None
Preliminary or Firm		Current	Firm	Firm	Firm
Quote Expiration Date		N/A	N/A	N/A	N/A
Rates:		Current	Renewal	Renewal	Renewal
Employee Specific Rate:	74	\$117.71	\$124.29	\$117.33	\$105.04
Employee Plus Spouse Specific Rate:	50	\$226.13	\$237.75	\$223.88	\$199.39
Employee Plus Child(ren) Specific Rate:	27	\$201.10	\$211.56	\$199.29	\$177.61
Family Specific Rate:	118	\$335.42	\$352.12	\$331.30	\$294.50
Monthly Stop Loss Premium		\$65,026	\$68,347	\$64,351	\$57,289
Total Annual Stop Loss Premium		\$780,316	\$820,167	\$772,208	\$687,467
Change from Current (%)		N/A	5.1%	(1%)	(11.9%)
Change from Current (\$)		N/A	\$39,851	(\$8,108)	(\$92,849)
Claims over Specific Deductible Level			N/A	N/A	N/A

2025 Marketing Results

(Basic Life & AD&D, Voluntary Life & AD&D, LTD, STD, Worksite)

Aggregate Employer Paid Lines

	The Standard Current	Colonial/Unum Option 1	MetLife Option 2	Mutual of Omaha Option 3	Pacific Life Option 4	Symetra Option 5	USAbles Option 6
Basic Life (employee)	\$41,081	\$45,972	\$33,647	\$29,344	\$39,907	\$26,996	\$33,256
Basic Life (dependent)	\$5,265	Carrier did not quote	\$5,789	\$5,265	\$4,560	\$5,265	\$4,739
Self-Insured STD	\$15,533	\$14,697	\$8,812	\$9,648	\$75,251	\$9,320	\$6,593
Long Term Disability	\$48,484	\$37,171	\$38,625	\$38,787	\$35,555	\$29,090	\$45,251
Total Annual Premium	\$110,363	\$97,840	\$86,874	\$83,044	\$155,273	\$70,671	\$89,839
Cost Difference (\$)	--	(\$12,523)	(\$23,489)	(\$27,319)	\$44,910	(\$39,692)	(\$20,524)
Cost Difference (%)	--	-11.3%	-21.3%	-24.8%	40.7%	-36.0%	-18.6%
Rate Guarantee	--	2-Years (Basic Life & LTD) 1-Year for STD	3-Years (Basic Life) 2-Years (STD & LTD)	3-Years	2-Years	3-Years	3-Years
Implementation Credit	--	N/A	3% of premium		3 % of premium	5% of premium (\$7K Max)	4% of premium (\$5K Max)
Notes:						Symetra is offering a 4% bundling discount on LTD if the Accident and Critical Illness is also awarded (~\$1,131 additional annual savings)	

This comparison is intended to illustrate the carrier's proposed rates and should not be relied upon to fully determine costs or benefits. Refer to carrier's renewal/proposal for a complete representation of coverage terms and conditions and pricing.

Basic Life & AD&D *(Employee)*

	The Standard Current
Benefit Amount	1x Annual Earnings
Maximum Benefit	\$200,000
Guarantee Issue	\$150,000
Reduction Schedule	
Benefit Reduces To:	Percentage Age
	N/A
Contract Features	
Waiver of Premium Elimination Period	180 Days
Waiver of Premium Benefit Duration	Age 65
Accelerated Benefit	75% up to \$500,000
Portability	Not Included
Additional Contract Offering 1	Line of Duty of \$50,000

Symetra Option 5
1x Annual Earnings
\$200,000
\$150,000
Percentage Age
N/A
180 Days
Age 65
75% up to \$375,000
Included
N/A

Number of Lives	268
Covered Volume	\$16,302,000
Rate per \$1,000	Current
	Life \$0.180
	AD&D \$0.030
Monthly Premium	\$3,423
Annual Premium	\$41,081
Cost Difference (\$)	--
Cost Difference (%)	--
Rate Guarantee	
Notes	

268
\$16,302,000
Symetra
\$0.108
\$0.030
\$2,250
\$26,996
(\$14,085)
-34%
3 years

This comparison is intended to illustrate the carrier's proposed services and rates and should not be relied upon to fully determine benefits and rates. Refer to carrier's renewal/proposal for a complete representation of coverage terms and conditions.

Basic Life & AD&D *(Dependent)*

		The Standard Current	Symetra Option 5
Benefit Amount	Spouse	\$10,000	\$10,000
	Child	\$10,000	\$10,000
Maximum Benefit	Spouse	\$10,000	\$10,000
	Child	\$10,000	\$10,000
Guarantee Issue	Spouse	\$10,000	\$10,000
	Child	\$10,000	\$10,000
Employee Benefit Reduction Schedule Applies?		No	No

Number of Dependent Unit	195	195
Rates per Unit	Current	Symetra
Dependent Rate	\$2.250	\$2.250
Total Monthly Premium	\$439	\$439
Total Annual Premium	\$5,265	\$5,265
Cost Difference (\$)	--	\$0
Cost Difference (%)	--	0.0%
Notes		

This comparison is intended to illustrate the carrier's proposed services and rates and should not be relied upon to fully determine benefits and rates. Refer to carrier's renewal/proposal for a complete representation of coverage terms and conditions.

Voluntary Life & AD&D

		The Standard Current
Benefit Amount	Employee	Increments of \$10,000
	Spouse	Increments of \$5,000
	Children	Increments of \$2,000
Maximum Benefit	Employee	\$300,000
	Spouse	\$150,000
	Children	\$10,000
Guarantee Issue	Employee	\$80,000
	Spouse	\$10,000
	Children	\$10,000
Reduction Schedule		
		Percentage Age
Benefits Reduced To:		65% 65
		50% 70
Contract Features		
Waiver of Premium Elimination Period		180 Days
Waiver of Premium Benefit Duration		Age 65
Accelerated Benefit		75% up to \$500,000
Portability Available without EOI?		Included

Symetra Option 5	
Increments of \$10,000	
Increments of \$5,000	
Increments of \$2,000	
\$300,000	
\$150,000	
\$10,000	
\$80,000	
\$10,000	
\$10,000	
Percentage Age	
65% 65	
50% 70	
180 Days	
Age 65	
75% to \$375,000	
Included	

Life Rates per \$1,000			Current	Current
Table I Rates Compliant?			Yes	Yes
			Employee	Spouse
	Under 24	\$0.050	\$0.130	\$0.130
	25-29	\$0.060	\$0.130	\$0.130
	30-34	\$0.080	\$0.140	\$0.140
	45-49	\$0.150	\$0.370	\$0.370
	50-54	\$0.230	\$0.570	\$0.570
	55-59	\$0.430	\$0.910	\$0.910
	65-69	\$1.270	\$2.040	\$2.040
	70-74	\$2.060	\$3.630	\$3.630
	75-99	\$2.060	\$13.750	\$13.750
	AD&D Rate per \$1,000		\$0.035	\$0.035
Child Life Coverage			Life	AD&D
Child Rates			\$0.200	\$0.040
Rate Guarantee			Year 2 of 3-Year RG	

Symetra	
Yes	Yes
Employee	Spouse
\$0.130	\$0.130
\$0.130	\$0.130
\$0.140	\$0.140
\$0.370	\$0.370
\$0.570	\$0.570
\$0.910	\$0.910
\$2.040	\$2.040
\$3.630	\$3.630
\$13.750	\$13.750
\$0.035	\$0.035
Life	AD&D
\$0.200	\$0.040
3 years	

NOTE: EE Only Monthly Premium is an illustration based on current elections and volume is subject to change.

This comparison is intended to illustrate the carrier's proposed services and rates and should not be relied upon to fully determine benefits and rates. Refer to carrier's renewal/proposal for a complete representation of coverage terms and conditions.

Short Term Disability

	The Standard Current / Renewal	Symetra Option 3
Administrative Services		
Advice to Pay	Not Included	Included
Check Cutting	Included	Not Included
Review STD Policy For Compliance	Included	Included
Determine Disability Entitlement	Included	Included
Benefit Amount Calculations	Included	Included
Benefit Duration Calculations	Included	Included
Intake (Telephonic / Web-based)	Both	Both
File feed required for telephonic intake	No	No
Run-Out Administration	Included	Included
Other Services		
Account Management	Included	Included
Implementation Support	Included	Included
Client Branded Website	Not Included	Not Included

	Current / Renewal	Symetra
Administration Fee		
PEPM 268	\$4.83	\$2.898
Monthly Fee Total	\$1,294	\$777
Annual Fee Total	\$15,533	\$9,320
TOTAL FIXED ANNUAL COST	\$15,533	\$9,320
Cost Difference (\$)	--	(\$6,213)
Cost Difference (%)	--	-40%
Notes		
Notes		

This comparison is intended to illustrate the carrier's proposed services and rates and should not be relied upon to fully determine benefits and rates. Refer to carrier's renewal/proposal for a complete representation of coverage terms and conditions.

Long-Term Disability

	The Standard Current / Renewal	Symetra Option 5
Benefit %	60% of the first \$10,000	60%
Maximum Benefit	\$6,000	\$6,000
Minimum Benefit	\$100	\$100
Elimination Period	180 days	180 days
Benefit Duration	SSNRA	SSNRA
Own Occupation Period	24 Months	24 Months
Contract Features		
Definition of Disability	Duties AND Earnings	Duties AND Earnings
Social Sec. Integration	Full Family	Direct
Pre-Existing Condition Limit	3/12	3/12
Mental & Nervous Limit	24 Months	24 Months
Alcohol & Drug Limit	24 Months	24 Months
Subjective / Self-Reported Limit	24 Months	24 Months
Survivor Benefit	3x benefit	3x benefit
Return to Work	Included	Included
COLA	Not Included	Not Included
Contribution / Taxability	Non-Contributory/Taxable	Non-Contributory/Taxable
FICA Match	Included	Included
W-2 Issuance	Included	Included
Rates	Current / Renewal	Symetra
Number of Lives	268	268
Covered Payroll	\$1,346,769	\$1,346,769
LTD Rate (Per \$100 of Covered Payroll)	\$0.300	\$0.180
Monthly Premium	\$4,040	\$2,424
Annual Premium	\$48,484	\$29,090
Cost Difference (\$)	--	(\$19,393)
Cost Difference (%)	--	-40%
Rate Guarantee	Year 2 of 3-Year RG	3 years
Notes		

This comparison is intended to illustrate the carrier's proposed services and rates and should not be relied upon to fully determine benefits and rates. Refer to carrier's renewal/proposal for a complete representation of coverage terms and conditions.

Accident

	The Standard Current	Symetra Option 6
General Plan Design		
Group / Individual	Group	Group
Coverage	24 Hour	24 Hour
Portable	Included	Included
Pre-Existing	N/A	N/A
Covered Conditions		
Emergency Room	\$150	\$300
Hospital Admission	\$1,000	\$1,000
Hospital Confinement (per day)	\$200	\$300
ICU Admission	\$750	\$2,000
ICU Confinement (per day up to 15 days)	\$200	\$600
Fractures	\$500 - \$8,000	\$300 - \$4,000
Burns	\$200 - \$10,000	\$150 - \$10,000
Accidental Death	\$50,000	\$50,000
Dismemberment	\$1,000 - \$15,000	\$2,500 - \$50,000
Wellness / Health Screening Benefit	Not Included	\$50
Guarantee Issue	Included	Included
Rate Example		
Employee Only	\$9.65	\$9.65
Employee + Spouse	\$15.33	\$15.33
Employee + Child(ren)	\$18.25	\$18.25
Family	\$28.59	\$28.59
Rate Guarantee	Year 2 of 3-Year RG	3 years
Notes		

This comparison is intended to illustrate the carrier's proposed services and rates (in summary) and should not be relied upon to fully determine benefits and rates. Refer to carrier's renewal/proposal for a complete representation of coverage terms and conditions.

Critical Illness

The Standard Current		Symetra Option 5
General Plan Design		
Group / Individual	Group	Group
Portable	Included	Included
Employee Initial Benefit	Increments of \$5,000 up to \$20,000	Increments of \$5,000 up to \$20,000
Spouse Benefit	Increments of \$5,000 up to \$20,000	Increments of \$5,000 up to \$20,000
Dependent Benefit	50% of the employee's election	50% of the employee's election
Guarantee Issue (Employee)	\$20,000	\$20,000
Benefit Suspension Period	6 months	6 months
Pre-Existing Conditions	N/A	N/A
Re-Occurrence Benefit	100%	100%
Wellness / Health Screening Benefit	\$50	\$50
Covered Conditions		
Heart Attack	100%	100%
Stroke	100%	100%
Coronary Artery By-pass Surgery	25%	25%
Amyotrophic Lateral Sclerosis (ALS)	100%	100%
Major Organ Transplant (organ failure)	100%	100%
COMA	100%	100%
Cancer (invasive)	100%	100%
Carcinoma in Situ	25%	50%
Monthly Premium Examples (Age Banded)		
	Attained Age/Uni-Tobacco \$10,000/Employee Only	Attained Age/Uni-Tobacco \$10,000/Employee Only
30	\$6.36	\$4.80
35	\$6.36	\$4.80
40	\$12.96	\$9.70
45	\$12.96	\$9.70
50	\$27.00	\$20.03
55	\$27.00	\$20.03
60	\$50.04	\$37.50
Rate Guarantee	Year 2 of 3-Year RG	3 years

(1) Some covered conditions do not include a re-occurrence benefit. Refer to carrier's renewal/proposal for a complete representation of coverage terms and conditions.

This comparison is intended to illustrate the carrier's proposed services and rates (in summary) and should not be relied upon to fully determine benefits and rates. Refer to carrier's

renewal/proposal for a complete representation of coverage terms and conditions.

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Disclosure

Alongside this Disclosure, you have been provided with a detailed summary and analysis of the incumbent quote(s) (and any recommended or alternate quotes, if applicable) based on what most aligns with the strategic direction you gave us in our pre-renewal strategy discussion. Below is a high-level summary of the incumbent markets we approached on your behalf and any compensation included with those quotes. If you would like a copy of any proposal received, please let us know and we will provide it to you.

Carrier Name	Line(s) of Business	Response	Sub-broker/ Intermediary	Standard Compensation	Additional Compensation
BCBST	Medical ASO, Rx, Stop Loss, Dental, Vision	Renewal	N/A	N/A	N/A
The Standard	Basic Life & ADD, Vol Life \$ ADD, STD, LTD, Critical Illness, Accident	Rate Guarantee	N/A	N/A	N/A
Symetra	Basic Life & ADD, Vol Life \$ ADD, STD, LTD, Critical Illness, Accident	Proposal	N/A	N/A	N/A

2025 Planning

Client Service Plan

Key Milestones	Q1 (January – March)	Q2 (April – June)	Q3 (July – September)	Q4 (October – December)
Ongoing Account Management	☐ Monthly WTW conference calls ☐ Quarterly financial reporting dashboard ☐ Vendor calls as needed			
Plan / Vendor Management <i>Manage vendor relationships and overall plan timelines for successful Annual Enrollment and client satisfaction.</i>	✓ Discuss strategic goals for new plan year ✓ Update communications for new hires as needed	✓ Pre-Renewal Meeting (June/July) ✓ Evaluate vendor partnerships ✓ BCBST Health Plan Insights Report	✓ Employee census needed for renewal/ marketing (July) ✓ Market coverage (as needed) ☐ Preliminary updates to employee communications	☐ Finalize vendor selections, plan designs & contributions ☐ Distribute OE communications ☐ Open Enrollment (TBD, Mid November)
Financial <i>Tracking and managing expenses, claims along with any other items that impact the budget.</i>	✓ Review Year end financials & updated budget projections ✓ Data collection for WTW financial benchmarking survey	✓ Q1 financial dashboard review (April/May) ✓ Financial benchmarking review (June/July)	✓ Q2 financial dashboard review ✓ Preliminary Renewals requested (August) ✓ Review Marketing results (August)	☐ Q3 financial dashboard review ☐ Update Payroll system for open enrollment
Compliance <i>Timing of major compliance deadlines along with regular updates of changing guidelines</i>	✓ Annual CMS disclosure ✓ ACA reporting	✓ PCORI Fee Calculation	✓ July 29th SMM Distribution Deadline	☐ Medicare Part D notice to plan participants (by October 15th) ☐ Updated SBCs for new plan year

Client Advocacy Report



Willis Towers Watson has the privilege of being your partner since September 2022. This report serves as an opportunity for both our organizations to consider City of LaVergne's human capital risk and opportunities. The goal is to ensure we are collectively executing on action plans and delivering results.

2025 Renewal Goals

- ✓ Evaluate benefit plan offerings to ensure they make sense and are competitive
- ✓ Market Basic Life, LTD, STD, Critical Illness, Accident, Hospital Indemnity
- ✓ Negotiate Stop Loss Renewal with BCBST
- ✓ Review BCBST Analytics & WTW Financial Benchmarking reporting to assist with program options for 2025
- ✓ Update Benefit Guide and Brainshark for a refreshed look

2024 Renewal Goals

- ✓ Evaluate benefit plan offerings to ensure they make sense and are competitive
- ✓ WTW negotiated a 3-year rate guarantee for Basic Life AD&D, Voluntary Life AD&D, ASO STD, LTD, Worksite
- ✓ Negotiate Stop Loss Renewal with BCBST
- ✓ Review BCBST Analytics & WTW Financial Benchmarking reporting to assist with program options for 2025
- ✓ Consideration of adding retiree plan

2023 Renewal Goals

- ✓ Evaluate benefit plan offerings to ensure they make sense and are competitive
- ✓ Market coverage as needed to ensure best pricing, customer service & network access
- ✓ Consider Stop Loss Carve Out
- ✓ Review consolidation options for Basic Life/LTD/potential STD coverage
- ✓ Review BCBST Analytics & WTW Financial Benchmarking reporting to assist with program options for 2024
- ✓ Evaluate formal wellness program options and/or promote vendor wellbeing tools
- ✓ Carve back in Rx with BCBST

Disclosures

Disclosure

The proposals are presented in conjunction with the Brokerage Terms, Conditions and Disclosures document which is attached as a separate document.

Please review the details of the proposals included to ensure that these meet your expectations. The proposals may differ from your current policy, so we recommend that you read the specifications from the carrier in their entirety and compare them to your current policy. We have highlighted certain key areas in the enclosed analysis.

Should you have any questions about the proposals or concerns about what is included in this summary, please let us know at once. Please provide us with your selection of coverage. We will confirm the details of this selection in writing with you and the carrier.

This document was prepared for your sole and exclusive use and on the basis agreed with by you. It was not prepared for the use by any other party and may not address their needs, concerns, or objectives. This document should not be disclosed or distributed to any third party other than as agreed with you and Willis Towers Watson in writing. We do not assume any responsibility, nor accept any duty of care or liability to any third party who may obtain a copy of this presentation, and any reliance placed by such party on it is entirely at their own risk



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: October 2, 2025

Item #: 12.C. Approve Grant Consent Agreement between the State of Tennessee and the City of La Vergne for the State and Local Cybersecurity Grant Program (SLCGP).

Department: Information Technology

Presented By: Glenn Green

Item Attachments: 1. FFY23 SLCGP Local Consent Agreement Form - City of LaVergne
 2. FFY23 SLCGP City of LaVergne GG Contract - Cost Reimbursement (1)

Summary:

This is a request to approve the Grant Contract and Consent Agreement between the State of Tennessee and the City of La Vergne for the State and Local Cybersecurity Grant Program (SLCGP).

Background Information:

The City of La Vergne was awarded licensing and/or cost reimbursement through the FFY23 State and Local Cybersecurity Grant Program (SLCGP). In addition to the SLCGP GG Contract, FEMA is also requiring a signed Local Consent Agreement between the City entity and the State in acceptance of the grant award. This grant will be used for backup and recovery services for our Microsoft Office 365 environment.

Financial Summary:

The total grant amount is \$36,412.50.

Staff Recommendation:

Staff recommends approval.

State of Tennessee
Federal Fiscal Year 2023
State and Local Cybersecurity Grant Program
Local Consent Agreement

This Local Consent Agreement is made between the Tennessee Department of Finance and Administration, Strategic Technology Solutions Division (STS) and City of LaVergne, shall be effective on the date signed by the authorized official of the Local Government Entity.

By my signature below, I attest that I have the authority to sign on behalf of the Local Government Entity, and to bind the Local Government Entity to the selection below:

(Initial your selection:)

____ 1. The Local Government Entity does not consent to STS retaining the entity's portion of funding as part of the Federal Fiscal Year (FFY) 2023 SLCGP.

____ 2. The Local Government Entity consents to STS, as Tennessee's grant authority, undertaking the following acts in accordance with the State and Local Cybersecurity Grant Program (SLCGP) for Federal Fiscal Year (FFY) 2023, Funding Opportunity Number DHS-22-137- 000-01, as authorized by Section 2220A of the Homeland Security Act of 2002, as amended (Pub. L. No. 107-296) (6 U.S.C. § 665g):

- a. Retaining and passing through to local government entities at least 80% of the State of Tennessee's FFY 2023 SLCGP grant award of \$ 4,076,082 in the form of services and related activities; and
- b. Utilizing \$0.00 of the \$4,076,082 in SLCGP funds for FFY 2023 as follows:
 - (1) \$0.00 for Project 1: Cybersecurity Detection and Response-Endpoint Detection and Response (EDR)
 - (2) \$0.00 for Project 2: Cybersecurity Training
- c. Utilizing \$36,412.50 of the \$4,076.082 in SLCGP funds for FFY2023 as true pass-through to the local entities.

I also agree that this Local Consent Agreement is only effective for the Federal Fiscal Year (FFY) 2023 SLCGP Funds, and this Local Consent Agreement and receipt of funds, under either selection above, are contingent upon submission and approval of a project that aligns with the State's approved Cybersecurity Plan.

I can be contacted at (Daytime Phone Number): _____

I authorize receipt of notices by emailing CyberSafeTN@tn.gov.

City of LaVergne

**State of Tennessee Department of Finance and Administration,
Strategic Technology Solutions (STS)**

Signature

Signature

Name

Name

Title

Title

Date

Date



GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date 10/01/2025	End Date 09/30/2027	Agency Tracking # 31701-03793	Edison ID N/A		
Grantee Legal Entity Name City of La Vergne			Edison Vendor ID 1520		
Subrecipient or Recipient ☒ Subrecipient ☐ Recipient		Assistance Listing Number 97.137 Grantee's fiscal year end – June 30, 2026			
Service Caption (one line only) State and Local Cybersecurity Grant Program					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2026			\$36,412.50		\$36,412.50
TOTAL:			\$36,412.50		\$36,412.50
Grantee Selection Process Summary ☒ Competitive Selection Tennessee has established a cybersecurity grant planning committee that is composed of at least one-half of the representatives having professional experience relating to cybersecurity or information technology. This committee is responsible for reviewing the applications and deciding on the award amounts based on the NOFO 2023. ☐ Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				CPO USE – GG	
Speed Chart (optional) FA00003738		Account Code (optional)			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION, STRATEGIC TECHNOLOGY SOLUTIONS
AND
CITY OF LA VERGNE**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Finance and Administration, Strategic Technology Solutions, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee City of La Vergne, hereinafter referred to as the "Grantee," is for the provision of cybersecurity goods and services as a part of the Federal Fiscal Year 2023, State and Local Cybersecurity Grant Program, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 1520

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall complete the awarded cybersecurity projects as described in Attachment Three. These projects may include one or more of the following:
 - a. The Grantee shall utilize cybersecurity awareness training through the statewide contract vendor training solution. The cybersecurity awareness training licensing will be provided to the Grantee in lieu of direct funding.
 - b. The Grantee shall deploy an Endpoint Detection and Response (EDR) solution that shall be installed on their endpoints to address detection and prevention. The EDR solution will be monitored by the software provider for malicious activities and mitigation controls would be put in place to prevent further access into the network and systems. The EDR solution will be provided to the Grantee in lieu of direct funding. Grantee will coordinate with the EDR solution provider to install and implement the EDR solution.
 - c. The Grantee may use funding for another project as named in their application and Attachment Four.
- A.3. Grantee shall be in compliance with the Federal Fiscal Year (FFY) 2023 State and Local Cybersecurity Grant Program (SLCGP) guidance and the State of Tennessee's Homeland Security Strategy.
- A.4. The Grantee shall ensure all federal funds received through this Grant Contract shall not be used to supplant any funds for local government entities. Grantor will reimburse the Grantee in accordance with Sections C.6. and C.7. of this Grant Contract.
- A.5. Grantee shall complete an annual Nationwide Cybersecurity Review (NCSR) assessment throughout the term of this Grant Contract.
- A.6. The Grantee will comply with the Cash Management Act and understands that no federal funds received by the Grantee may be invested in an interest-bearing account.
- A.7. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment Two, is incorporated in this Grant Contract.
- A.8. Incorporation of Grantor Award Letter. The Grantor award letter, which appears as Attachment Three, is incorporated in this Grant Contract.

A.9. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
- b. the State grant proposal solicitation as may be amended, if any;
- c. the Grantee's proposal (Attachment Four) incorporated to elaborate supplementary scope of services specifications.

B. TERM OF CONTRACT:

B.1. This Grant Contract shall be effective for the period beginning on October 1, 2025 ("Effective Date") and ending on September 30, 2027, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Thirty Six Thousand Four Hundred Twelve Dollars and Fifty Cents (\$36,412.50) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Department of Finance and Administration
Strategic Technology Solutions
21st Floor WRS TN Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243
Billing.Services@tn.gov

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

- (1) Invoice/Reference Number (assigned by the Grantee).
- (2) Invoice Date.
- (3) Invoice Period (to which the reimbursement request is applicable).
- (4) Grant Contract Number (assigned by the State).
- (5) Grantor: Finance and Administration, Strategic Technology Solutions.
- (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
- (7) Grantee Name.
- (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
- (9) Grantee Remittance Address.
- (10) Grantee Contact for Invoice Questions (name, phone, or fax).
- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

- i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
- ii. The amount reimbursed by Grant Budget line-item to date.
- iii. The total amount reimbursed under the Grant Contract to date.
- iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Grant Budget and Revisions to Grant Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget.

- a. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amounts. The net result of any changes to Grant Budget line-item amounts shall not result in funding for a line-item that was previously funded at zero dollars (\$0.00) or increase the total Grant Contract amount detailed by the Grant Budget.
- b. The Grantee may request in writing Grant Budget line-item revisions exceeding the limitation set forth in section C.6.a., above, giving full details supporting the Grantee's request, provided that such revisions do not result in funding for a line-item that was previously funded at zero dollars (\$0.00) and do not increase the total Grant Contract amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are detailed. Any approval of a revision to a Grant Budget line-item greater than twenty percent (20%) shall be superseded by a subsequent revision of the Grant Budget by Grant Contract amendment.
- c. Any increase in the total Grant Contract amount shall require a Grant Contract Amendment.

- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
- b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or

consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

CyberSafeTN Grant Team
Department of Finance & Administration, Strategic Technology Solutions
901 Rep. John Lewis Way, N., Nashville, TN 37243
CyberSafeTN@tn.gov

The Grantee:

Glenn Green, IT Director
City of La Vergne
5093 Murfreesboro Road, La Vergne, TN 37086
ggreen1@laverghnetn.gov
Telephone #: 615-287-8627

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the

final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee

agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with the requirements of this Grant Contract and applicable state and federal law. All material, information, and data regardless of form, medium or method of communication, that the Grantee will have access to, acquire, or is provided to the Grantee by the

State or acquired by the Grantee on behalf of the State shall be regarded as “Confidential Information.” The State grants the Grantee a limited license to use the Confidential Information but only to perform its obligations under the Grant Contract. Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required under state or federal law or otherwise authorized in writing by the State. Grantee shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this Grant Contract and with applicable state and federal law.

As long as the Grantee maintains State Confidential Information, the obligations set forth in this Section shall survive the termination of this Grant Contract.

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Family Educational Rights and Privacy Act & Tennessee Data Accessibility, Transparency and Accountability Act. The Grantee shall comply with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232(g)) and its accompanying regulations (34 C.F.R. § 99) (“FERPA”). The Grantee warrants that the Grantee is familiar with FERPA requirements and that it will comply with these requirements in the performance of its duties under this Grant Contract. The Grantee agrees to cooperate with the State, as required by FERPA, in the performance of its duties under this Grant Contract. The Grantee agrees to maintain the confidentiality of all education records and student information. The Grantee shall only use such records and information for the exclusive purpose of performing its duties under this Grant Contract. The obligations set forth in this Section shall survive the termination of this Grant Contract.

The Grantee shall also comply with Tenn. Code Ann. § 49-1-701, *et seq.*, known as the “Data Accessibility, Transparency and Accountability Act,” and any accompanying administrative rules or regulations (collectively “DATAA”). The Grantee agrees to maintain the confidentiality of all records containing student and de-identified data, as this term is defined in DATAA, in any databases, to which the State has granted the Grantee access, and to only use such data for the exclusive purpose of performing its duties under this Grant Contract.

Any instances of unauthorized disclosure of data containing personally identifiable information in violation of FERPA or DATAA that come to the attention of the Grantee shall be reported to the State within twenty-four (24) hours.

- E.3. Work Papers Subject to Review. The Grantee shall make all audit, accounting, or financial analysis work papers, notes, and other documents available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant Contract.
- E.4. Grantee Participation. Grantee Participation amounts detailed in the Grant Budget are intended as a goal for the total project, and the amount of actual Grantee Participation expenditures will not

impact the maximum amounts reimbursable to the Grantee as detailed by the Grant Budget column, "Grant Contract."

- E.5. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

- E.6. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.

- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
- i. 80 percent or more of the Grantee's annual gross revenue from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2.C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.gsa.gov>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements. Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

E.7. Transfer of Grantee's Obligations.

The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

E.8. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.

E.9. Americans with Disabilities Act. The Grantee must comply with the Americans with Disabilities Act (ADA) of 1990, as amended, including implementing regulations codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities," and any other laws or regulations governing the provision of services to persons with a disability, as applicable. For more information, please visit the ADA website: <http://www.ada.gov>.

E.10. Access to Records.

- a. The Grantee agrees to provide the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Grantee which are directly pertinent to this Grant Contract for purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Grantee agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Grantee agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Grant Contract.
- d. In Compliance with the Disaster Recovery Act of 2018, the State and the Grantee acknowledge and agree that no language in this Grant Contract is intended to prohibit the audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

E.11. No Obligation by Federal Government. The Federal Government is not a party to this Grant Contract and is not subject to any obligations or liabilities to the non-Federal entity, Grantee, or any other party pertaining to any matter resulting from the Grant Contract.

E.12. Compliance with The False Claims Act. The Grantee acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Grantee's actions pertaining to this Grant Contract.

E.13. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. If applicable and as required by 2 CFR 200.216, Grantee is prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or

systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As described in Public Law 115-232, Section 889, "covered telecommunications equipment" is as follows:

- a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- c. Telecommunications or video surveillance services provided by such entities or using such equipment.
- d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

IN WITNESS WHEREOF,

CITY OF LA VERGNE:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

FINANCE AND ADMINISTRATION, STRATEGIC TECHNOLOGY SOLUTIONS

JAMES E. BRYSON, COMMISSIONER

DATE

ATTACHMENT ONE

GRANT BUDGET				
Additional Identification Information As Necessary				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable				
Period:				
BEGIN: October 1, 2025		END: September 30, 2027		
	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries, Benefits & Taxes	0.00	0.00	0.00
	Professional Fee, Grant & Award ²	\$36,412.50	0.00	\$36,412.50
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
	Travel, Conferences & Meetings	0.00	0.00	0.00
	Interest ²	0.00	0.00	0.00
	Insurance	0.00	0.00	0.00
	Specific Assistance To Individuals	0.00	0.00	0.00
	Depreciation ²	0.00	0.00	0.00
	Other Non-Personnel ²	0.00	0.00	0.00
	Capital Purchase ²	0.00	0.00	0.00
	Indirect Cost	0.00	0.00	0.00
	In-Kind Expense	0.00	0.00	0.00
	GRAND TOTAL	\$36,412.50	0.00	\$36,412.50

¹ Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html>).

² Applicable detail follows this page if line-item is funded.

ATTACHMENT ONE**Page 2****GRANT BUDGET LINE-ITEM DETAIL:**

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Backup for Office 365 Suite	\$36,412.50
TOTAL	\$36,412.50

ATTACHMENT TWO**Federal Award Identification Worksheet**

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	City of LaVergne
Subrecipient's Unique Entity Identifier (SAM)	C989JJACBLZ6
Federal Award Identification Number (FAIN)	EMW-2023-CY-00071-S01
Federal award date	12/07/2023
Subaward Period of Performance Start and End Date	12/01/2023 – 11/30/2027
Subaward Budget Period Start and End Date	12/01/2023 – 11/30/2027
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	97.137 State and Local Cybersecurity Grant Program
Grant contract's begin date	10/01/2025
Grant contract's end date	09/30/2027
Amount of federal funds obligated by this grant contract	\$29,130
Total amount of federal funds obligated to the subrecipient	Consolidated data not available
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$29,130
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	Cybersecurity 2023
Name of federal awarding agency	U.S. Department of Homeland Security
Name and contact information for the federal awarding official	Christopher Patrick Logan, GPD Assistant Administrator FEMA-GPD 400 C Street, SW, 3rd Floor Washington, DC 20472 Telephone #: (866) 927-5646
Name of pass-through entity	Tennessee Department of Finance and Administration, Strategic Technology Solutions
Name and contact information for the pass-through entity awarding official	Curtis Clan, Chief Information Security Officer Finance and Administration, Strategic Technology Solutions 901 Rep. John Lewis Way N. Nashville, TN 37243 Telephone#: (615) 741-9109 Curtis.Clan@tn.gov
Is the federal award for research and development?	N/A
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	N/A

ATTACHMENT THREE

April 14th, 2025

Subject: Federal Fiscal Year 2023 DHS State and Local Cybersecurity Grant Program (SLCGP)

Dear City of La Vergne,

CyberSafeTN is pleased to inform you that your organization has been awarded the following items through the United States Department of Homeland Security State and Local Cybersecurity Grant Program.

Managed Services	Requested Licenses	Awarded Licenses
Endpoint Detection and Response (CrowdStrike)	0	0
End User Cybersecurity Awareness Training (InfoSec IQ)	0	0

In lieu of direct funding, the software type and quantity of licensing in the table above shall be provided on behalf of the State and shall not be purchased separately by the awarded grantee. The awarded licensing shall only be deployed once a signed contract between the State of Tennessee and the grantee is executed. The CrowdStrike and InfoSec IQ licensing must be implemented within the first three (3) months after you receive your fully executed contract. If not deployed within the first three (3) months of the contract execution date, the state may revoke your licensing award and reallocate the unused licensing to alternate grantees.

Projects Approved

#	Project Title	Funds Requested	Funds Awarded
1	Backup for Office 365 Suite	\$36,412.50	\$36,412.50

The SLCGP is a federal and state funded reimbursement grant awarded through the State of Tennessee. This award notice does not guarantee any grant funding will be provided. Grant funding may only be awarded once a signed contract between the State of Tennessee and the grantee is executed. You will receive an email from CyberSafeTN regarding next steps for the contract process and installation of services.

If you have any questions or concerns regarding this correspondence and/or process, please contact CyberSafeTN@tn.gov

ATTACHMENT FOUR

Project Title: Backup for Office 365 Suite

Total Project Cost: \$36,412.50

Project Description:

Provide backup and recovery services for Office 365 Suite – Exchange, OneDrive, SharePoint, Teams – Cloud Storage for Disaster Recovery.



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: October 2, 2025

Item #: 12.D. Approve Contract for Legal Services from Stag Liuzza, LLC for the Aqueous Film-Forming Foams (AFFF) Product Liability Multi-District Litigation.

Department: City Attorney

Presented By: Evan Cope

Item Attachments: 1. Contract - Legal Services - Stag Liuzza LLC

Summary:

This is an agreement with Stag Liuzza, LLC for the purpose of providing legal services related to the filing of a civil action and/or claims in the AFFF Product Liability litigation.

Background Information:

This agreement will allow Stag Liuzza to represent the city for legal services that are related to the pending settlements for recovery of costs associated with damages to the public drinking water system against Defendants who manufactured, marketed, distributed, and/or sold aqueous film-forming foam.

Financial Summary:

It is unknown how much the city could receive in settlements. Stag Liuzza will receive one third (1/3) of the gross amount recovered for the city's claims.

Staff Recommendation:

Staff recommends approval.

**CONTRACT FOR LEGAL SERVICES
AFFF PFAS LITIGATION**

The _____ (hereinafter the “Client”) hereby retains, STAG LIUZZA, LLC, (through attorney Michael Stag, LLC) and BALTHROP, PERRY, & NOE, PLLC (through attorney Jennifer Noe) (hereinafter the “Attorneys”) for the purpose of providing legal services related to the filing of a civil action and/or claims in Aqueous Film-Forming Foams Litigation MDL No. 2873 (“AFFF”) related to the pending settlements for recovery of costs associated with damages to the public drinking water system and/or public wastewater system against Defendants who manufactured, marketed, distributed, and/or sold aqueous film-forming foam, (hereinafter the “Client’s Claims”).

CLIENT DESIGNATES FOR COMMUNICATION PURPOSES THE FOLLOWING:

Water Department: _____
Name Telephone E-mail

Business Matters: _____
Name Telephone E-mail

Client acknowledges and understands that court ordered deadlines and documentation requirements exist for the pending DuPont and 3M settlements. Client agrees to provide the required documentation and assist in performing testing in a timely manner, sufficient to allow Attorneys time to process and file the settlement claim within the court ordered deadlines. Any failure of Client to comply with the testing and documentation requirements of the settlement may result in forfeiture of the Client’s right to recover money from DuPont, 3M, and future settlements. Documentation requirements and deadlines may further apply to settlements currently pending court approval or approved in the future.

The Client specifically authorizes the Attorneys to undertake negotiations, file suit, file settlement claims, or institute legal proceedings necessary on the Client’s behalf in the AFFF Product Liability Multi-District Litigation. The Client further authorizes the Attorneys to retain and employ the services of any experts, as well as the services of other outside contractors, as the Attorneys deem necessary or expedient in representing the interests of the Client. The Client understands and authorizes Attorneys to share attorney fees with any legal counsel that Attorneys choose to associate to assist with providing the legal services contracted herein.

Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the above-referenced legal proceeding (“Action”) or (b) proceedings before any federal or state administrative or governmental agency, department, or board including, but not limited to, the United States Environmental Protection Agency. Client acknowledges that the Attorneys are not tax, regulatory, or bankruptcy legal experts. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client will be required.

The Attorneys are not the attorneys for any officials, officers, agents, employees, attorneys, or consultants of the Client regarding this matter, and shall not become so unless the Attorneys specifically agree in the future in writing to undertake such representation. The Attorneys will confer, as needed, with such persons to perform the services specified in this Agreement, but no attorney-client relationship shall be created with such persons merely because the Attorneys work with and/or request or receive information from any such persons during their representation of the Client.

The Client has disclosed all potential adverse parties to the Attorneys, and neither the Attorneys nor the Client perceive any conflict of interest in the Attorneys undertaking this engagement on behalf of the Client. If either the Client or the Attorneys, during the course of the representation, receive information indicating that a potential conflict of interest may develop or exist, the Client and the Attorneys agree to bring such information to the immediate attention of the other, and the Attorneys shall proceed to take such steps as may be appropriate in the circumstances.

1. ATTORNEYS' FEES. As compensation for legal services, the Client agrees to pay the Attorneys for legal services rendered and to be rendered on account of the Client's Claims (hereinafter "Attorneys' Fees"). The Attorneys' Fees shall be one-third (1/3) of the Gross Amount Recovered for the Client's Claims. For any recovery made, Client understands and agrees that the total Attorneys' fee will be divided as follows: 25% to BALTHROP, PERRY, & NOE, PLLC and 75% to STAG LIUZZA, LLC.

These Attorneys' Fees shall all be calculated before the deduction of costs and expenses, as set forth in Section 2 herein. "Gross amount recovered" herein means principal, interest, penalties, punitive damages, treble damages, attorney's fees, and all other amounts recovered, or value received, including the value of any structured settlement, future payments, or other relief achieved, whether by settlement, judgment or otherwise. "Constituent claims" herein means any one or more claims of the Client constituting less than the entirety of the Client's Claims, including a partial settlement or judgment with less than all defendants. The Client agrees to pay all costs and expenses, as set forth in Section 2 herein, which, in the event of a successful recovery, shall be deducted from the Client's share of that recovery. The Client acknowledges that multiple lawsuits have been filed relating to the same subject matter as Client's Claims. The Client acknowledges that these suits, including any suit for the Client's Claims, might be removed to a federal court as part of multi-district litigation. Further, the Client acknowledges that the court governing the multi-district litigation might appoint committees of attorneys to litigate common issues of law and fact to facilitate the resolution of those lawsuits for the common benefit of all claimants, including the Client. As a result, the Client might be obliged to pay from any Gross Amount Recovered a share of its recovery to satisfy an assessment of common benefit fees, costs, and expenses in an amount as determined by the court. **Client shall only pay attorney fees contingent upon a recovery and shall not pay any attorney fees if there is no recovery.**

Neither the Attorneys nor the Client shall have the right, without the written consent of the other, to settle, compromise, release, discontinue, or otherwise dispose of the Client's Claims.

2. COSTS AND EXPENSES. In addition to paying Attorneys' Fees, in the event of a

successful recovery, the Client agrees to reimburse all costs and expenses, as set forth herein only in the event of a recovery, which shall be deducted from the Client's share of that recovery. Attorneys shall advance all litigation expenses on behalf of Client, and Client shall not be responsible for incurring or reimbursing costs of the litigation even if the amount of recovery is less than the costs incurred. **Client shall only reimburse litigation costs or expenses in the event of a recovery by settlement or judgment.** If no recovery is made, Attorneys shall bear all unreimbursed costs and expenses incurred, and client shall not be liable for any such costs or expenses incurred by Attorneys. Further, if recovery is insufficient to fully reimburse litigation costs, Attorneys shall bear, and Client shall not be liable for, all costs in excess of the amount of recovery. Subject to the foregoing terms, the Client agrees to reimburse the Attorneys' litigation costs and expenses upon receipt of any settlement funds or collected judgment.

The Attorneys shall have the right and authority, without prior approval of the Client, to incur such litigation costs and expenses as may be necessary or advisable in furtherance of Client's Claims. Litigation costs and expenses may include (but are not limited to) the following: filing fees; deposition costs; expert witness fees; transcript costs; witness fees; subpoena costs; sheriff's and service of process fees; trial consultant fees; mock trial costs; shadow jury fees; mediation fees; court costs; trial exhibit costs; copy costs; photographic, electronic or digital evidence production or presentation; investigation fees; travel expenses; and any other case-specific expenses directly related to the representation undertaken. Additionally, the Client specifically authorizes the Attorneys to charge as recoverable costs such items such as: computer legal research charges (e.g. Westlaw and/or Lexis); long distance telephone expenses; postage charges; Federal Express, UPS, and other delivery service charges; internal photocopying at a rate of \$.30 per page; facsimile costs at a rate of \$.25 per page; and mileage and outside courier charges, all of which must be incurred solely for the purposes of the representation undertaken. Finally, the Client acknowledges that Client will not be charged costs and expenses for any overhead costs of the Attorneys' practice, including office rent; utility costs; charges for local telephone service; office supplies; fixed asset expenses; and ordinary secretarial and staff services.

3. NO GUARANTEE. The Client acknowledges that the Attorneys have made no promise or guarantee regarding the outcome of my legal matter. The Client acknowledges that the Client's Claims may be subject to defenses that could lead to dismissal before, at, or after trial, and no recovery. The Client further acknowledge that the Attorneys shall have the right to cancel this agreement and withdraw from this matter if, in the Attorneys' professional opinion, the matter does not have merit, the Client does not have a reasonably good possibility of recovery, the Client refuses to follow the recommendations of the Attorneys, the Client fails to abide by the terms of this agreement, the Client fails to provide requested information or to produce witnesses to appear for deposition or trial, if the Attorneys' continued representation would result in a violation of the Rules of Professional Conduct, or at any other time as permitted under the Rules of Professional Conduct. No guarantee or representation has been made to the Client as to what type or amount of recovery, if any, may be expected on the Client's Claims.

4. ELECTRONIC DATA COMMUNICATION AND STORAGE. In the interest of facilitating our services to the Client, the Attorneys may communicate by facsimile transmission, send data over the internet, store electronic data via computer software applications hosted remotely on the internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to the Client may be transmitted or stored using these

methods. The Attorneys may use third-party service providers to store or transmit this data. In using these data communication and storage methods, the Attorneys employ measures designed to maintain data security. The Attorneys will make reasonable efforts to keep such communications and data access secure in accordance with the Attorneys' obligations under applicable laws and professional standards. The Attorneys also require all the Attorneys' third-party vendors to do the same. However, the Client acknowledges that some information transmitted to the Attorneys will be public records, and the Client has no expectation that public records will be confidential. Client acknowledges that the Attorneys have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors, and the Client consents to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

5. PRIVILEGE. The Client acknowledges that this contract is intended to and does hereby assign, transfer, set over, and deliver unto the Attorneys as its fee for representation of the Client in this matter an interest in the claim(s), the proceeds, or any recovery therefrom under the terms and conditions aforesaid, in accordance with the provisions any state law that applies to this contract.

6. MODIFICATION. It contains the entire and complete understanding between the parties and can only be modified by a written amendment signed by all parties.

7. TERMINATION OF REPRESENTATION. The Client acknowledges that the Client has the right to terminate the representation upon written notice to that effect. The Client acknowledges that Client will be responsible for any contingent attorneys' fees or costs incurred prior to the discharge or termination, based on all the facts and circumstances, including the risk taken by the Attorneys in accepting Client's legal representation on a contingency fee basis. The Client agrees to cooperate with Attorneys and to comply with all reasonable requests of Attorneys. The Client warrants and represents to the Attorneys that all information the Client has provided to, or will in the future provide to, the Attorneys regarding the Client's Claim is true and correct to the best of the Client's knowledge, information, and belief. The Attorneys have the right to withdraw from this representation after giving reasonable notice. If the Attorneys resign, are discharged, or are disqualified or otherwise cease to serve as the Client's legal counsel prior to a settlement or final judgment, then the withdrawing, discharged, or disqualified Attorneys shall receive as compensation for services reasonable fees based on all of the facts and circumstances of its representation. At the conclusion of this matter, the Attorneys will retain the Client's legal files for a period of five (5) years after the Attorneys close their files. At the expiration of the five-year period, the Attorneys may destroy these files unless the Client notifies the Attorneys in writing that the Client wishes to take possession of the files. The Attorneys reserve the right to charge administrative fees and costs associated with retrieving, copying, and delivering such files.

8. ENTIRE AGREEMENT. The undersigned representative of Client has read this agreement, a copy of which Client has received, in its entirety, and Client agrees to and understands the terms and conditions set forth herein. Client acknowledges that there are no other terms or oral agreements existing between the Attorneys and Client. This agreement may not be amended or modified in any way without the prior written consent of the Attorneys and Client.

9. AUTHORITY. Client acknowledges having been advised to and given the full opportunity to obtain independent representation in the making of this agreement and voluntarily entering into this agreement after such opportunity. The Client representative signing below represents that the Client enters into this agreement with proper authorization and approval under state and local law, and that the Client representative is specifically authorized to execute this agreement.

10. DISPUTES. Any disputes between Client and Attorney in the enforcement of this agreement shall be construed by the laws of the State of Tennessee and the courts in Tennessee shall have exclusive jurisdiction to hear the matter.

EFFECT OF SIGNING

Client understands that this is a binding legal document. Client further understands that this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Date

**JASON COLE, MAYOR - CITY OF
LA VERGNE**

Date

**MICHAEL STAG, LLC FOR STAG LIUZZA,
LLC**

Date

**JENNIFER NOE FOR BALTHROP, PERRY, &
NOE, PLLC**

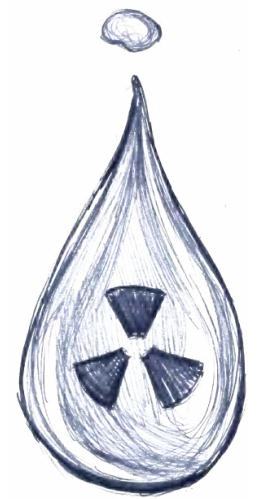
PFAS IN TENNESSEE WATER SUPPLIES

Your PWS Can
Take Action

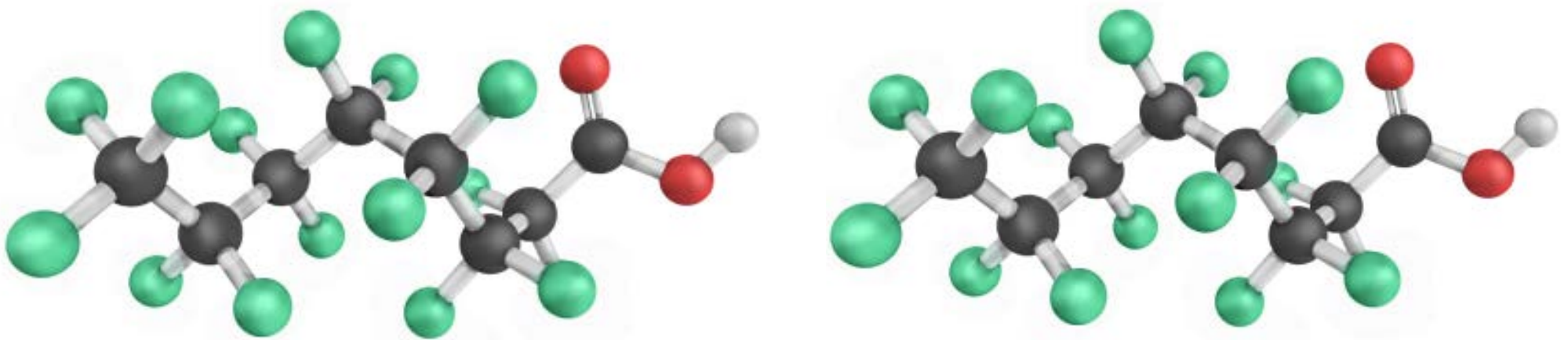


HISTORY OF PFAS

Invented by 3M in the 1950s, per- and polyfluoroalkyl substances (PFAS) are synthetic chemicals used in various products.



They were a new class of chemicals at the time, and little was understood about their effect on humans and the environment. While multiple products have contained PFAS in the past, especially problematic is the Aqueous Film Forming Foam (AFFF), which contains a high level of PFAS. Firefighting foam was created in 1969. Military bases, airports, and industry used it extensively to combat fires. Over time, this contaminated public water supplies.



In 2018, the Environmental Protection Agency (EPA) issued guidelines stating that PFAS concentrations of up to 70 parts per trillion in drinking water were considered safe and unlikely to cause adverse health effects.

The United States Panel on Multidistrict Litigation consolidated damage claims concerning AFFF contamination before one Federal Judge in South Carolina. Defendants, 3M and DuPont agreed to pay up to \$13.6 billion to settle damage claims of public water suppliers.

In 2024, the EPA established the first national drinking water standards for PFAS, setting enforceable limits at 4 parts per trillion. These new standards require public water systems to monitor and mitigate PFAS levels within three to five years, to protect public health. The EPA's goal is zero.

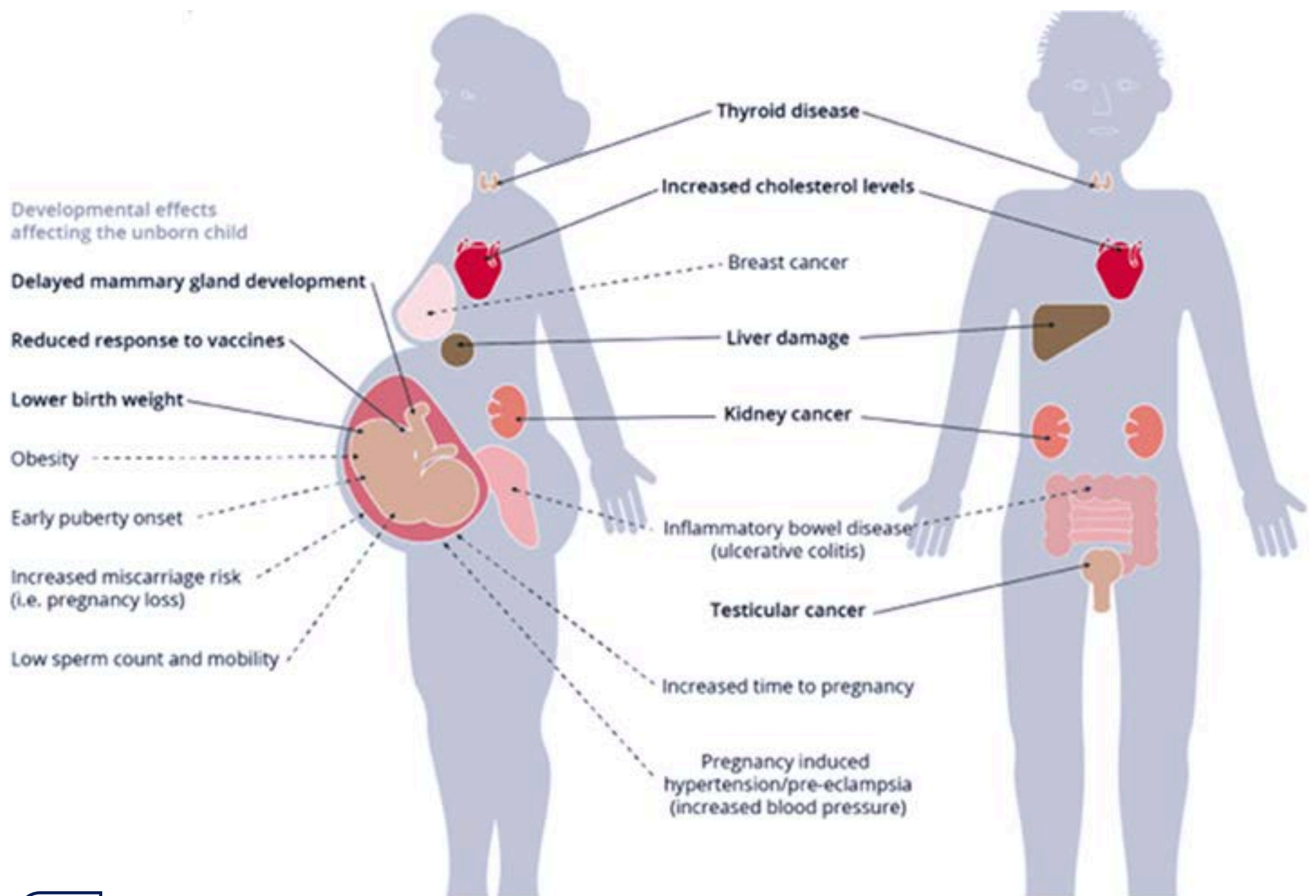


"The science is clear: These chemicals are shockingly toxic at extremely low doses."

Erik Olson, Senior Strategic Director for Health and Food at The Natural Resources Defense Council

PFAS CAUSE CANCER AND OTHER HEALTH EFFECTS LIKE:

- Liver Cancer
- Kidney Cancer
- Thyroid Cancer
- Testicular Cancer
- High Blood Pressure
- Pregnancy Complications



HISTORY

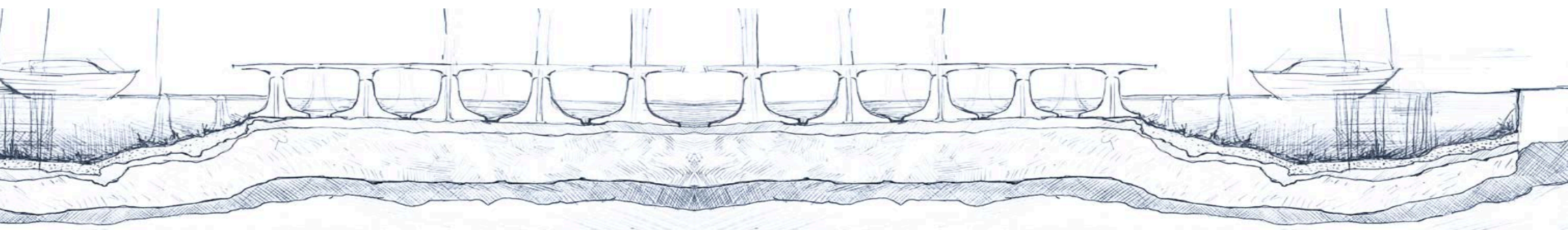
In December 2018, a federal judicial panel selected Federal District Judge Richard Gergel to oversee claims against various responsible chemical companies for PFAS contamination of public water supplies. Since then, numerous public water suppliers have filed suit seeking reimbursement of costs to remediate their water supplies from PFAS contamination.

In September 2022, the Judge overseeing the cases denied the chemical manufacturers' motion to dismiss the claims. Judge Gergel cited 3M's delay in disclosing critical information to the government:

The record before the Court contains material factual disputes concerning whether 3M's delay for decades in disclosing its internal studies on the health and environmental effects of PFOS and related compounds retarded the government's knowledge and understanding of the danger PFOS posed to human health and the environment and resulted in a significant delay in the government discontinuance of the use of 3M's AFFF.

One month later, the Court appointed Layn Phillips, a retired federal judge and professional national mediator, to negotiate resolution within the parties. Judge Phillips has successfully mediated many national litigations, including the NFL Players' Concussion Injury Litigation.

Mediation resulted in several class settlements for water providers. The Court approved settlements totaling \$13.6 Billion with 3M and DuPont. The claims process is underway. Additionally, Tyco and BASF also agreed to settle with public water providers. Tyco will pay \$750 Million. BASF agreed to pay \$316 Million. These settlements are awaiting final judicial approval. Additional defendants remain unsettled. Legal experts anticipate future settlements are likely.



PFAS NATIONAL SUIT TIMELINE



CURRENT PFAS ISSUES: TENNESSEE

In a 2024 report by the Sierra Club, PFAS—also known as "forever chemicals"—were detected in 60% of rivers and lakes tested in Northeast Tennessee. These toxic substances have been linked to cancer and other serious health conditions. Despite prior assurances of water safety, the findings prompted the Tennessee Department of Environment and Conservation to launch statewide testing across all public drinking water systems.

Initial results show PFAS compounds present in multiple systems, potentially exceeding the EPA’s new 4 parts-per-trillion limit set in 2024. Legal and regulatory action is expected to follow as Tennessee municipalities assess contamination and compliance risks.



PFAS Have Been Detected Across the State’s Drinking Water Supplies

Aqueous Firefighting Foam (AFFF), which contains a high level of PFAS, has been used extensively by military bases, airports, industrial locations, and firefighters to combat fires.



NATIONAL PFAS SUIT FUNDS PUBLIC WATER REMEDIATION

Stag Liuzza works with towns and cities across the country to put the cost of a new water treatment plant on the companies that polluted it. Join us.

By filing a claim in this national suit, a public water supplier can seek damages for remediation of any PFAS contamination in their water supply. A North Carolina PWS anticipates spending \$75 Million to upgrade its PFAS removal. Such remediation will be necessary to meet the United States EPA 4 PPT national clean drinking water standard. Such a regulation is consistent with the EPA's 2022 statement that adverse health risks can be experienced at near-zero levels of PFAS.

\$13.6 BILLION IN SETTLEMENTS

3M is paying up to \$12.5 billion in settlement to public water suppliers. DuPont is paying an additional \$1.185 billion.

The companies will distribute the settlement funds to cities, counties, and other entities nationwide. These funds are intended to compensate for costs related to PFAS contamination of public water systems.

WHY FILE?

Filing a settlement claim in this nationwide lawsuit allows public water suppliers to recover damages for remediation of PFAS contamination in their water supply. This is particularly vital since the U.S. EPA enacted an MCL of 4 parts per trillion (ppt) in its current PFAS regulation.

In this intricate landscape, being proactive and well-informed is the key for municipalities to safeguard their interests and ensure the well-being of their residents.

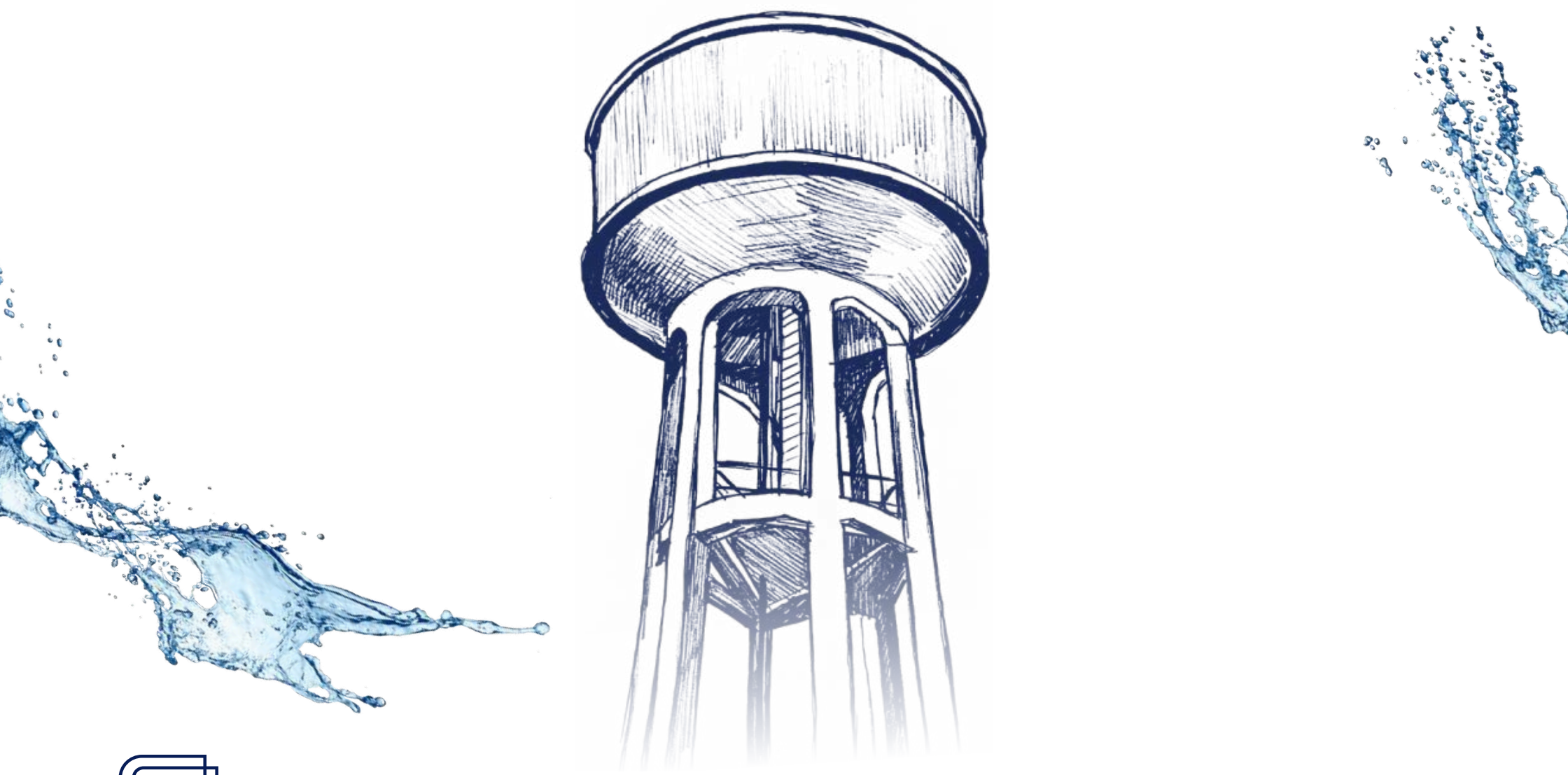


NATIONAL PFAS SUIT SETS ASIDE MONEY FOR **PUBLIC WATER**

Understanding Phase 1 and Phase 2 in the PFAS Settlement

The settlement identifies thousands of water systems nationwide as 'Phase One' eligible entities. The deadlines have expired for these systems to submit their claims. Phase One claimants that applied should receive funds this year. 'Phase One' PWS Claimants who did not file a claim will not receive any money from 3M and DuPont.

The settlement further identifies 'Phase Two' Claimants and provides a later timeline. Phase Two Claimants must perform tests on their systems and submit their claims before the end of 2025. Notably, although the submission timeline differs, 'Phase Two' compensation is calculated in a similar way to the 'Phase One' Claimants. This ensures equity in the allocation of settlement money for all affected entities. These settlement funds will assist PWS to comply the new EPA regulations.



PHASED FILING FOR PFAS REMEDATION FUNDING

PHASED FILING FOR MUNICIPALITIES: Navigating the PFAS Settlement

3M's \$12.5 billion settlement introduces a phased approach for municipal water seeking compensation. Here's a guide to understanding and navigating the phases:

The deadline to file Phase I claims has expired. No additional settlement claims can be filed.

Phase 2 settlement claimants must file all required information by the designated deadlines in 2026.

THE CLOCK IS TICKING TO FILE

MAPPING OUT PHASE 2 SUBMISSION

For Phase 2 entities, identifying claims and testing for PFAS is complicated but essential. The path to filing is complicated but necessary to secure your community's future health. Here's a distilled guide to your next steps:

- Reach out to an attorney to help you test your water by the Phase 2 deadline.
- Get your water tested.
- Work with your attorney to submit required claim forms and documentation.
- File your claim.

THE POWER OF FILING NOW

By actively participating in this nationwide lawsuit, state or local water providers stand to seek redress for any PFAS-related impurities afflicting their water sources.



CRITERIA FOR PHASE 2 ELIGIBILITY IN THE PFAS WATER SUPPLIER SETTLEMENT:

If you're a water system aiming to secure funding for PFAS remediation, understanding the eligibility criteria for Phase Two is the first step.

Here's what you need to qualify:

01. ACTIVE PUBLIC WATER SYSTEM STATUS:

The entity must be an operational Public Water System within the United States serving 3,300 people or more.

02. MANDATORY PFAS TESTING:

The water provider must conduct PFAS testing on all of its water sources.

03. SUBMISSION OF DETAILED TEST RESULTS:

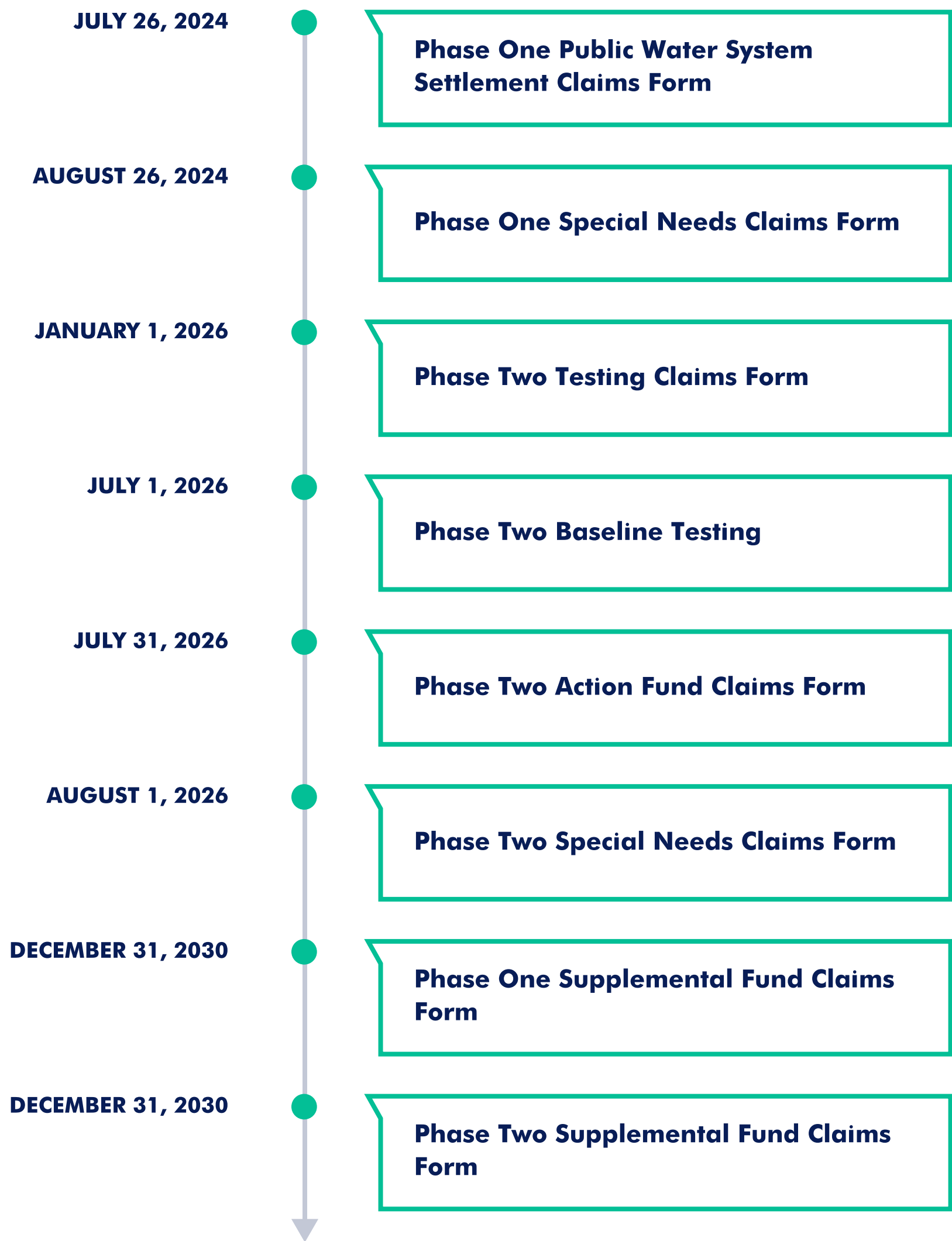
The water system must procure all analytical results from the testing laboratory. These detailed PFAS test results must be presented to the Claims Administrator either by the water provider or the testing laboratory.

04. SUBMISSION OF FLOW RATE DATA:

The test results, flow rates, and other required documentation must be submitted by the dates specified by the settlement. Timeliness is crucial for Phase 2 eligibility with filing deadlines starting January 1, 2026.



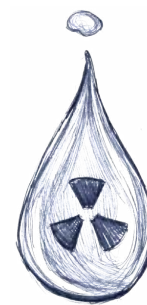
KEY STEPS TO FILE FOR PHASE 2



FILE YOUR CLAIM



DETECTING PFAS IN YOUR WATER SOURCE



Accurate determination of the presence of PFAS in public drinking water supplies can only be done using accepted industry standard methods of testing.

Liquid Chromatography with tandem mass spectrometry (LC-MS/MS) is the accepted industry standard method for detecting PFAS in a water supply, as established by the EPA.

Failing to use industry standard testing methods makes it impossible to produce reliable results upon which to make important decisions about the safety of your town's drinking water supply or potential remediation measures.

Choosing the right testing facility is imperative. To do so, one must understand the testing protocol and settlement agreement.

UNDERSTANDING TEST RESULTS

Not all tests are created equal. The settlement requires testing of each water source. This testing must be done before water is processed in any way. Therefore, test results for settlement purposes do not mean customers are drinking unsafe water.

Instead, it means your PWS is taking steps to ensure water is safe to drink and polluters are held accountable for your increased operating costs.

LC-MS/MS is the most effective testing method to accurately determine the presence of PFAS in public drinking water systems.



FAQ

ABOUT THE PUBLIC WATER SYSTEMS AFFF/ PFAS SETTLEMENT

URGENT POTENTIAL DEADLINES TO BE PART OF THE SETTLEMENT

Recent settlements with AFFF manufacturers have deadlines set to start 60 days after the Court's approval. Failure to timely file claims could result in delayed or denied compensation.

Michael Stag has been appointed to leadership for the AFFF litigation. **Stag Liuzza** is currently representing thousands of clients in the litigation and is helping public water suppliers file the necessary claims to receive compensation to remediate water systems.

WHAT ARE PFAS AND WHY IS THERE A NATIONAL SETTLEMENT?

Since 2018, a nationwide lawsuit has been ongoing in South Carolina Federal Court concerning PFAS water contamination. PFAS are known as 'forever chemicals' because they resist degradation in the natural environment. Several agreed to a settlement fund of at least \$14 billion to pay public water systems (PWS) who qualify.

WHO IS PAYING THE SETTLEMENT?

Currently, 3M has agreed to contribute \$12.5 billion to the settlement fund to be made available to 'eligible' PWS. The Dupont-related companies agreed to contribute an additional \$1.185 billion to fund a water district settlement fund. Tyco and BASF have agreed to pay a combined additional \$1 billion. It is possible more than 15 other companies could add additional amounts into the fund at later dates as the case is continuing against these chemical manufacturers and distributors.



CAN OUR **WATER SYSTEM QUALIFY** FOR A SETTLEMENT PAYMENT?

Public Water Systems servicing at least 3,300 people may qualify. If your system has any detectable level of several PFAS chemicals in it, your system should qualify for a payment.

SHOULD WE REALLY TEST FOR THIS **CHEMICAL?**

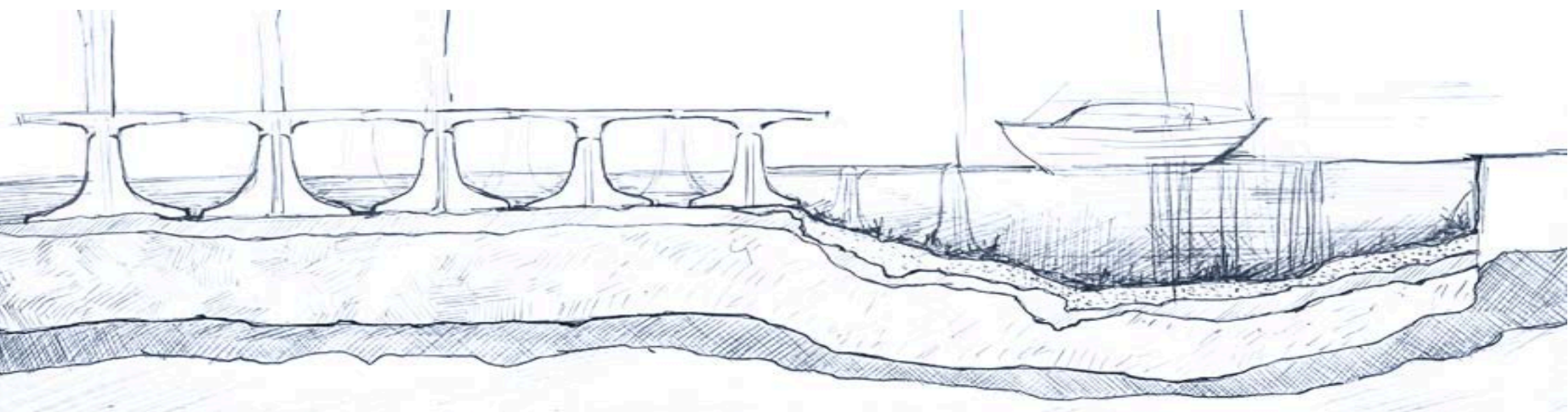
Yes. The EPA has enacted an MCL of 4 parts per trillion (ppt) for PFAS in its current PFAS regulation. Your PWS will be legally required to test and show less than 4 ppt in your system. Settlement funds are allocated for testing Phase 2 entities as well as paying response costs.

HOW MUCH MAY WE **RECEIVE IN SETTLEMENT?**

A Court Appointed Settlement Administrator will consider many factors to allocate funds, including:

- ➔ Concentration of PFAS
- ➔ Adjusted flow rates with averaging for three highest rates in a 10-year period

The goal is to calculate a 'Capital Costs Component' and an 'Operations and Maintenance Costs Component' for each settlement award. From there, your award may also qualify for a 4x multiplier if your PFAS test result reaches a certain level. Individual awards could be substantial, totaling millions of dollars for highly contaminated water systems.



MEET EXECUTIVE COMMITTEE MEMBER, MIKE STAG

Among a select group, Mike Stag is one of the attorneys in this nationwide case chosen by Judge Gergel for the **Executive Committee overseeing the National PFAS litigation.**

Mike and his firm, Stag Liuzza, have fiercely advocated for cities and municipalities, notably in the recent national opioid cases. Currently, he's championing the cause for numerous cities and municipalities from multiple states in the PFAS national settlement.

Stag Liuzza is deeply rooted in plaintiff-focused environmental and complex litigation. Beyond environmental pursuits, Stag Liuzza has expanded its expertise to maritime law, personal injury, toxic torts, mineral royalties, and litigation surrounding defective pharmaceuticals and medical devices.

With over 30 years of active litigation, the firm has consistently advocated for cities and municipalities.



TENNESSEE CO-COUNSEL



Jennifer Noe

The Law Offices of Balthrop,
Perry, & Noe, PLLC

(615) 351-3400

jnoe@bpnlawfirm.com



Attorney Jennifer Noe

Jennifer Noe is a long-time resident of Cheatham County, Tennessee where her practice is located in Ashland City. She attended Belmont University and then received her Bachelor of Science Degree from Middle Tennessee State University where she also began graduate school prior to beginning law school. She received her Doctor of Jurisprudence from Nashville School of Law. She was admitted to practice law in Tennessee as well as the United States District Court, Middle Tennessee in 1994. Jennifer clerked for the Davidson County District Attorney's office prior to starting her own practice in 1995. In 1997, she was a founding member of Balthrop, Perry and Noe, PLLC where she has continued her practice and is now the senior member of the firm. Her practice is a wide variety of cases and practice areas including domestic relations law, municipal law, civil law including personal injury, criminal law and appellate work. Jennifer has been appointed and served as a city attorney for multiple cities since 1997. She became a Rule 31 Certified Mediator with the Tennessee Administrative Office of the Courts in 2012. Jennifer is also a licensed title agent with the State of Tennessee Department of Commerce and serves as an agent for Old Republic Title for real estate closings. Her firm has been recognized locally as the Best Law Firm or as a finalist since 2018 and also received recognition as the Best Real Estate Title Company or finalist since 2018.

Jennifer has been involved in numerous professional and civic organizations. She served as president for the Cheatham County Bar Association for numerous years. She is an active member of Tennessee Municipal Attorneys Association where she has served in numerous positions including President. Beginning in 2015, Jennifer has served on the House of Delegates for the Tennessee Bar Association representing the 23rd judicial district and also serves on the local government practice committee where she was previously chairman. She also participates in the Tennessee Bar Association's Day on the Hill to assist with legislation for the betterment of the legal profession. She is active with the local Chamber of Commerce and previously was on the Board of Directors. Currently, she is on the advisory board for Habitat for Humanity and also served previously on the Board of Directors for the Habitat for Humanity of Greater Nashville. Jennifer has also been involved with the Nashville Alumni Association for her sorority Alpha Omicron Pi.

Jennifer lives with her husband, Tim and loyal boxer, Lulu in Pleasant View, TN. She enjoys chasing her ball on the golf course and relaxing at the beach in Perdido Key, Florida.



• Stag Liuzza • www.cleangroundwater.com • (888) 513-7545

WHY **STAG LIUZZA?**

Stag Liuzza is a top national environmental law firm with decades of experience protecting the rights of communities against harmful toxins.

01. A LEADERSHIP ROLE IN THE PFAS NATIONAL CLAIMS.

Stag Liuzza has been appointed to the leadership committee for the national suit governing PFAS from AFFF.

02. EXPERTISE AND EXPERIENCE

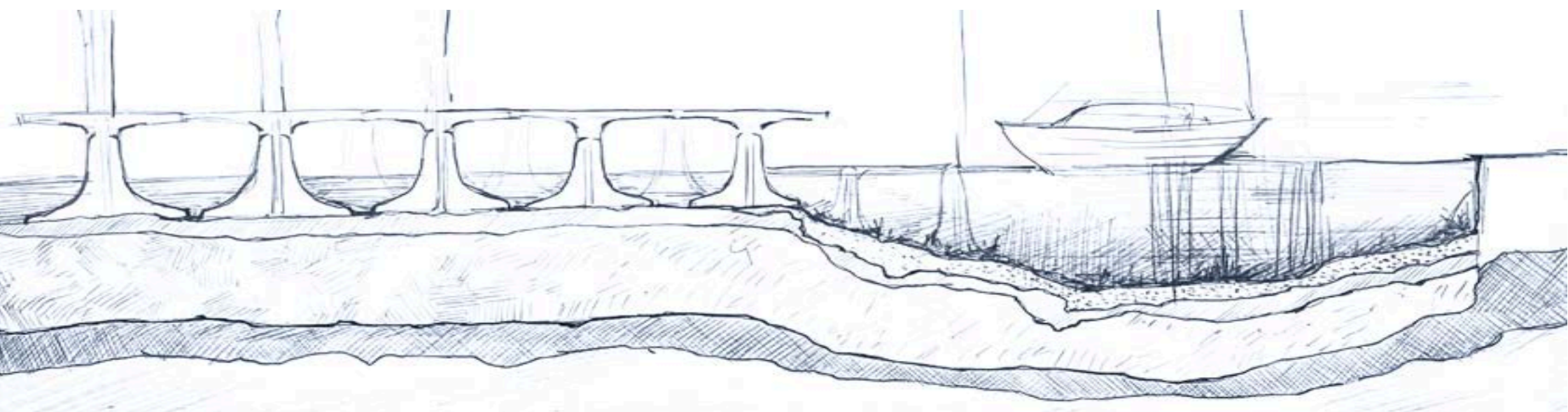
Stag Liuzza has litigated numerous water contamination cases and specializes in this niche area of law.

03. MULTI-DISTRICT LITIGATION EXPERIENCE

Stag Liuzza litigates cases on behalf of large communities and governmental bodies. They understand what it means to represent municipalities in national lawsuits.

04. EXPERIENCE REPRESENTING GOVERNMENTAL ENTITIES

Representing a state or local entity differs from representing individuals and corporate clients. Stag Liuzza has represented governmental entities for years and understands the unique concerns and requirements of their clients.



BIG CHEM TAKES US SERIOUSLY



HERE'S WHY

Leadership

position on the Executive Committee overseeing the National PFAS litigation

\$14 Billion+

settlements (and counting!)

100

years of combined experience

Stag Liuzza works with towns and cities across the country to hold chemical companies accountable for the pollution they cause.

We represent a PWS serving 200,000+ customers that is estimated to receive a settlement totaling **\$14 million**. Stag Liuzza also represents a PWS serving 15,000 customers that is estimated to receive a settlement totaling **\$3 million**. Another PWS serving 5,000 and represented by Stag Liuzza is estimated to receive **\$4.7 million**.



PFAS CONSULTATION

Scan this QR code to schedule your PFAS consultation with Mike Stag & Ashley Liuzza



PFAS INFORMATIONAL WEBINAR

Scan this QR visit us online and learn more about our initiative.



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RATED BY
Super Lawyers



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ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: October 2, 2025

Item #: 12.E. Approve Amendment #6 to the Professional Services Agreement with Kimley-Horn and Associates, Inc. for the Proposed Blair Road West Extension Project.

Department: Engineering

Presented By: Gary Lide

Item Attachments: 1. Blair Road West - Amendment 06 to Client Agreement

Summary:

The City would like to modify the current Blair West Extension Professional Services Agreement with Kimley-Horn to account for the following needs of the city. **The cost for the additional services will be \$43,500.** These services include the following:

- Task 18 – Revision of Sewer based on city input
- Task 19 – Revisions to Right-of-Way Acquisition Exhibits required by changes
- Task 20 – Geotechnical Services Revisions requested to get early geotechnical information to provide to contractor

Background Information:

As we are pushing toward award of the construction contract, we are finding items that have needed to be revised to get the construction underway as soon as possible and avoid delays during the construction period.

Financial Summary:

Original Contract Amount:	\$395,000
Amendment No. 1:	\$56,300
Amendment No. 2:	\$12,685
Amendment No. 3:	\$38,200
Amendment No. 4:	\$39,700
Amendment No. 5:	<u>\$841,900</u>
Total Contract to Date:	\$1,383,785
Proposed Amendment No. 6:	<u>\$43,500</u>
New Contract Ceiling:	\$1,437,285

Staff Recommendation:

Staff recommends approval.

**AMENDMENT NUMBER 06 TO THE AGREEMENT BETWEEN CLIENT AND KIMLEY-HORN
AND ASSOCIATES, INC.**

This is Amendment number 06 dated September 11, 2025 to the agreement between the City of La Vergne, Tennessee ("Client") and Kimley-Horn and Associates, Inc. ("Consultant") dated December 17, 2020 ("the Agreement") concerning Blair Road West Extension (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

The Agreement is amended to include Additional Services to be performed by Consultant for additional compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

The services currently authorized to be performed by Consultant in accordance with the Agreement and previous amendments, if any, shall be modified as followed:

Task 18 – Sea Breeze Sewer Revisions

Task 18.1 – Sea Breeze Lane – Sewer Revision

To accommodate the additional fill that will be placed over the existing 12" sewer main that runs along the East Branch Hurricane Creek, the City has requested that Kimley-Horn provide sewer modification plans to add a Casting Pipe to the existing sewer.

Final Design for the sewer main improvements will consist of the following:

- A plan and profile of the sewer main improvements.
- Locations of fittings, valves, and manholes needed for operation and/or testing.
- Details in accordance with City design standards.

Specifications will be incorporated into the plans and will reference City design and construction standards for utilities.

Task 18.2 – Road Design Revisions

To access the new sewer under Sea Breeze Lane, the City has requested an access driveway on the north and south side of the road for maintenance vehicles to access the City's sewer line. Kimley-Horn will update the current 100% construction plans to incorporate the new access driveways along Sea Breeze Lane. The design modifications will be in accordance with TDOT's Roadway Design Guidelines and current City of La Vergne roadway design standards. The following plan sheets will be modified to illustrate the access driveways along Sea Breeze Lane.

- Title Sheet
- Typical Sections
- Driveway Detail Sheets
- Property Map and Right-of-Way Acquisition Table
- Right-of-Way Layout
- Present Layout

- Proposed Layout
- Drainage Map
- Erosion Prevention and Sediment Control Plans
- Signing and Marking
- Roadway Cross Sections
- Traffic Control Plans

Task 18.3 – Bid Schedule Revisions

The changes to the roadway and utility plans will be quantified and added to the existing bid schedule. The revised bid schedule will be issued to contractors as an addendum to the current proposal contract.

Task 19 – Right of Way Exhibits and Description Revisions

Kimley-Horn, through our surveying subconsultant, Wilson & Associates (W&A), will revise up to two (2) previously produced exhibits / descriptions for the required right-of-way and easements based on proposed design changes. The exhibit / description for Tract 36 shall be revised to accommodate the plan revisions for the sewer modification along East Branch Hurricane Creek. The exhibit / description for Tract 47 shall be revised to accommodate the change to the parcel as a portion of the parcel has been sold. Permanent right-of-way and permanent drainage easements will be described by meets and bounds. Temporary slope easements and temporary construction easements will be described in a general nature and will include the square footage and acreage of the easement to be acquired.

Task 20 – Geotechnical Services Revisions

Based on a recent conversation between the City of La Vergne and Kimley-Horn, it is understood that the City would like Kimley-Horn's geotechnical subconsultant to mobilize twice to obtain core samples. The additional mobilization has added cost for the geotechnical subconsultant, and this task is to accommodate the additional expenses for the additional mobilization. The fee associated with this task will be added to the previous Geotechnical Services task.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be considered additional services. Prior to the work commencing on the additional services, the Client will be notified of this scope change and a change order for the additional services provided. Once approved, the scope of services will be performed and billed as a new task number.

SCHEDULE

Kimley-Horn will provide the services listed above as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule.

FEE AND BILLING

Kimley-Horn will perform the services in Tasks 18 - 20 on a labor fee plus expenses basis. The maximum fee is summarized below.

Task 18 – Sea Breeze Sewer Services	\$32,000
Task 19 – Right of Way Exhibits and Descriptions Revisions	\$3,500
Task 20 – Geotechnical Services Revisions	\$8,000

CITY OF LA VERGNE

KIMLEY-HORN AND ASSOCIATES, INC.

SIGNED: _____

SIGNED: 

(Print Name and Title)

Christopher D. Rhodes, PE / Sr. Vice President
(Print Name and Title)

Date: _____

Date: September 11, 2025



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: October 2, 2025

Item #: 12.F. Ratify the Approval of a Combined Subdivision Participation and Release Form and the Tennessee State-Subdivision Opioid Abatement Agreement for Secondary Manufacturer Settlements.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. Opioids Settlement - Secondary Manufacturers

Summary:

This will allow the City to join the State of Tennessee and other Local Governments to participate in the recently opioid settlements with eight secondary manufacturers.

Background Information:

The City has joined the State of Tennessee and other local governments in participating in national opioid settlements with various manufacturers, distributors, and retailers. A new settlement has now been proposed involving eight secondary manufacturers. Because the deadline to submit the necessary documents was October 8, 2025, the Mayor executed the documents to ensure the City's participation, with the understanding that this action would be presented to the Board for formal ratification.

Financial Summary:

The amount of funds the City could receive from this settlement are unknown at this time. There are restrictions on the use of these funds, but the general concept is to use them for opioid abatement. This can be a reimbursement for previous costs or used for future needs.

Staff Recommendation:

Staff recommends approval.

New National Opioids Settlement: Secondary Manufacturers
Opioids Implementation Administrator
opioidsparticipation@rubris.com

La Vergne city, TN
Reference Number: CL-1769092

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SECONDARY MANUFACTURERS SETTLEMENTS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: October 8, 2025

New proposed national opioids settlements ("*Secondary Manufacturers Settlements*") have been reached with eight opioids manufacturers: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus ("*Settling Defendants*"). This *Combined Participation Package* is a follow-up communication to the *Notice of National Opioids Settlement* recently received electronically by your subdivision.

You are receiving this *Combined Participation Package* because Tennessee is participating in the Secondary Manufacturers Settlements.

This electronic envelope contains:

- A *Combined Participation Form* for the *Secondary Manufacturers Settlements* that your subdivision is eligible to join, including a release of any claims.
- Approval form for proposed Amendment 7 to the Tennessee State-Subdivision Opioid Abatement Agreement.

The *Combined Participation Form* must be executed, without alteration, and submitted on or before October 8, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the *Secondary Manufacturers Settlement*.

Amendment 7 applies the terms of the State-Subdivision Agreement to the Secondary Manufacturer Settlements. This amendment ensures the structure and procedures that apply to prior opioid settlements with the national pharmaceutical distributors, pharmacy chains, and manufacturers will be the same for the new settlements. To approve the amendment, check the "approve" box in the form. The current State-Subdivision Agreement and an explanation of the amendment are posted on the Attorney General website: [Opioid Settlements \(tn.gov\)](https://www.tn.gov/attorney-general/opioid-settlements).

Based upon *Combined Participation Forms* received on or before October 8, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for each settlement to move forward and whether a state earns its

maximum potential payment under each settlement. If a settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the *Secondary Manufacturers Settlements* with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for these new settlements the same as they did for the prior opioids settlements but states may choose to treat these settlements differently.

Information and documents regarding the *Secondary Manufacturers Settlements*, implementation in your state, and how funds will be allocated within your state can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created.

This *Participation Packet* is different than the participation packet you recently received from Rubris concerning a settlement with Purdue Pharma, L.P, and the Sackler Family. The *Secondary Manufacturers Settlements* discussed in this *Participation Packet* are different than the settlement with Purdue and the Sacklers, and you may participate in the *Secondary Manufacturers Settlements* regardless of whether you join the Purdue and Sackler settlement.

How to return signed forms:

There are three methods for returning the executed *Combined Participation Form* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Combined Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Combined Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Combined*

Participation Form via DocuSign will associate your signed forms with your subdivision's records.

(3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Combined Participation Form* using DocuSign, the signed *Combined Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Combined Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Combined Participation Form*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com/additional-settlements/>. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on October 8, 2025.

If you have any questions about executing the *Combined Participation Form*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or Daniel Lynch with the Tennessee Attorney General's Office at daniel.lynch@ag.tn.gov.

Thank you,

Secondary Manufacturers Settlements Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the Secondary Manufacturers Settlements and to manage the collection of the Combined Participation Form.

EXHIBIT K**Secondary Manufacturers' Combined Subdivision Participation and Release Form**
("Combined Participation Form")

Governmental Entity: La Vergne city	State: TN
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to each of the settlements which are listed in paragraph 1 below (each a "Secondary Manufacturer's Settlement" and collectively, "the Secondary Manufacturers' Settlements"), and acting through the undersigned authorized official, hereby elects to participate in each of the Secondary Manufacturers' Settlements, release all Released Claims against all Released Entities in each of the Secondary Manufacturers' Settlements, and agrees as follows.

1. The Participating Entity hereby elects to participate in each of the following Secondary Manufacturers' Settlements as a Participating Entity:
 - a. Settlement Agreement for Alvogen, Inc. dated April 4, 2025.
 - b. Settlement Agreement for Apotex Corp. dated April 4, 2025.
 - c. Settlement Agreement for Amneal Pharmaceuticals LLC dated April 4, 2025.
 - d. Settlement Agreement for Hikma Pharmaceuticals USA Inc. dated April 4, 2025.
 - e. Settlement Agreement for Indivior Inc. dated April 4, 2025.
 - f. Settlement Agreement for Viatris Inc. ("Mylan") dated April 4, 2025.
 - g. Settlement Agreement for Sun Pharmaceutical Industries, Inc. dated April 4, 2025.
 - h. Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. dated April 4, 2025.
2. The Governmental Entity is aware of and has reviewed each of the Secondary Manufacturers' Settlements, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in each of the Secondary Manufacturers' Settlements, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in each of the Secondary Manufacturers' Settlements and become a Participating Subdivision as provided in each of the Secondary Manufacturers' Settlements.
3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in each of the Secondary Manufacturers' Settlements. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity



authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of the manufacturers listed in paragraph 1 above substantially in the form found at <https://nationalopioidsettlement.com/additional-settlements/>.

4. The Governmental Entity agrees to the terms of each of the Secondary Manufacturers' Settlements pertaining to Participating Subdivisions as defined therein.
5. By agreeing to the terms of each of the Secondary Manufacturers' Settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through each of the Secondary Manufacturers' Settlements solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court and agrees to follow the process for resolving any disputes related to each Secondary Manufacturer's Settlement as described in each of the Secondary Manufacturers' Settlements.¹
8. The Governmental Entity has the right to enforce each of the Secondary Manufacturers' Settlements as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in each of the Secondary Manufacturers' Settlements, including without limitation all provisions related to release of any claims,² and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in each of the Secondary Manufacturers' Settlements in any forum whatsoever. The releases provided for in each of the Secondary Manufacturers' Settlements are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in each of the Secondary Manufacturers' Settlements the broadest possible bar against any liability relating in any way to Released

¹ See Settlement Agreement for Alvogen, Inc. Section VII.F.2; Settlement Agreement for Apotex Corp. Section VII.F.2; Settlement Agreement for Amneal Pharmaceuticals LLC Section VII.F.2; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section VII.F.2; Settlement Agreement for Indivior Section VI.F.2; Settlement Agreement for Mylan Section VI.F.2; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section VII.F.2; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section VII.F.2.

² See Settlement Agreement for Alvogen, Inc. Section XI; Settlement Agreement for Amneal Pharmaceuticals LLC Section X; Settlement Agreement for Apotex Corp. Section XI; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section XI; Settlement Agreement for Indivior Section X; Settlement Agreement for Mylan Section X; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section XI; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section XI.



Claims and extend to the full extent of the power of the Governmental Entity to release claims. Each of the Secondary Manufacturers' Settlements shall be a complete bar to any Released Claim against that manufacturer's Released Entities.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in each of the Secondary Manufacturers' Settlements.
11. In connection with the releases provided for in each of the Secondary Manufacturers' Settlements, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in each of the Secondary Manufacturers' Settlements, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in each of the Secondary Manufacturers' Settlements.

12. The Governmental Entity understands and acknowledges that each of the Secondary Manufacturers' Settlements is an independent agreement with its own terms and conditions. Nothing herein is intended to modify in any way the terms of any of the Secondary Manufacturers' Settlements, to which Governmental Entity hereby agrees, aside from the exceptions in paragraph 13 below. To the extent this Combined Participation Form is interpreted differently from any of the Secondary Manufacturers' Settlements in any respect, the individual Secondary Manufacturer's Settlement controls.
13. For the avoidance of doubt, in the event that some but not all of the Secondary Manufacturers' Settlements proceed past their respective Reference Dates, all releases and other commitments or obligations shall become void **only as to** those Secondary Manufacturers' Settlements that fail to proceed past their Reference Dates. All releases and other commitments or obligations (including those contained in this Combined Participation Form) shall remain in full effect as to each Secondary Manufacturer's Settlement that proceeds past its Reference Date, and this Combined Participation Form need not be modified, returned, or destroyed as long as any Secondary Manufacturer's Settlement proceeds past its Reference Date.



I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



**Tennessee State-Subdivision Opioid Abatement Agreement –
2025 Amendment for Secondary Manufacturer Settlements**

The Tennessee State-Subdivision Opioid Abatement Agreement, previously amended in 2023 and 2024, is further amended as follows:

Amendment 7:

Pursuant to Section IV.A, this Agreement shall apply to the following Statewide Opioid Settlement Agreements, should they become effective:

- A. Alvogen Settlement Agreement
- B. Amneal Settlement Agreement
- C. Apotex Settlement Agreement
- D. Hikma Settlement Agreement
- E. Indivior Settlement Agreement
- F. Mylan Settlement Agreement
- G. Sun Settlement Agreement
- H. Zydus Settlement Agreement

Note on adoption of amendment:

Amendment 7 shall be effective if approved as set forth in Section IV.B.2 of the Agreement.

☐ Approve Amendment 7 ☐ Do Not Approve Amendment 7

Signature: _____
Name: _____
Title: _____
Date: _____





ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: October 2, 2025

Item #: 12.G. Approve Memorandum of Understanding with the Town of Smyrna, the City of Murfreesboro, and Rutherford County Regarding the Cost Sharing of a Study on Unifying Public Safety Emergency Dispatch Services.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. MOU - Unified Dispatch

Summary:

This will approve a cost sharing agreement with Smyrna, Murfreesboro and Rutherford County to fund a study that will explore the feasibility of unifying our separate dispatch services.

Background Information:

Currently, each entity operates and maintains their own public safety emergency dispatch center for fire, police and emergency medical services. Each party will contribute up to \$35,000 toward hiring a consultant to analyze current dispatch operations and determine possible cost savings and if it would be more beneficial to combine these services into a unified dispatch center. There are many questions that need to be answered, so this study will help determine if this is something we should move forward with. This does not commit the city to moving forward with a consolidated dispatch center.

Financial Summary:

The city's cost will be up to \$35,000.

Staff Recommendation:

Staff recommends approval.

Memorandum of Understanding
Between
The Town of Smyrna, the City of Murfreesboro, Rutherford County, and the City of
LaVergne
Regarding the Cost Sharing of a Study on Unifying Public Safety Emergency
Dispatch Services

1. Purpose

This Memorandum of Understanding (MOU) is entered into by and between the Town of Smyrna, the City of Murfreesboro, Rutherford County, and the City of La Vergne (collectively referred to as "the Parties") for the purpose of jointly funding a study to explore the efficiency and benefits of unifying the public safety emergency dispatch services, including police, fire, and emergency medical services, within their jurisdictions. The objective of this study is to assess the potential financial and operational advantages of establishing a unified dispatch center.

2. Background

Currently, each Party operates its own public safety emergency dispatch services. Recognizing the potential for increased efficiency and enhanced service delivery, the Parties have agreed to collaborate on a study that will evaluate the feasibility and benefits of unifying these services.

3. Scope of the Study

The study will include, but is not limited to, the following:

- Analysis of current dispatch service operations within each Party's jurisdiction.
- Assessment of potential cost savings and operational efficiencies through unification.
- Evaluation of the impact on service delivery and response times.
- Recommendations for implementation, including potential challenges and solutions.

4. Cost Sharing

The Parties agree to share equally in the cost of the study, with each Party contributing one-fourth of the total cost. The City of Murfreesboro will enter into a professional service agreement with the organization performing the study. The Town of Smyrna, the

City of Murfreesboro, Rutherford County, and the City of LaVergne will share in the costs, up to a maximum of \$35,000 each, subject to the approval of their respective governing bodies. The total estimated cost and specific financial commitments will be detailed in a subsequent agreement once a consulting firm is selected to conduct the study.

5. Selection of Consultant

The Parties will jointly select a qualified consulting firm to conduct the study. The selection process will be conducted in accordance with applicable procurement laws and regulations. The selected consultant will be responsible for providing a comprehensive report detailing the findings and recommendations of the study.

6. Governance

A steering committee will be established to oversee the study process. The committee will consist of representatives from each Party, appointed by their respective governing bodies. The committee will be responsible for coordinating the study, liaising with the consultant, and ensuring that the study objectives are met.

7. Duration

This MOU will be effective upon the date of the last signature and will remain in effect until the completion of the study and the submission of the final report, unless terminated earlier by mutual agreement of the Parties.

8. Termination

Any Party may withdraw from this MOU upon providing 30 days written notice to the other Parties. In the event of withdrawal, the withdrawing Party will remain responsible for its share of any incurred costs up to the date of withdrawal.

9. General Provisions

- Amendments: This MOU may only be amended by written agreement signed by all Parties.
- Entire Agreement: This MOU constitutes the entire understanding between the Parties regarding the subject matter herein and supersedes all prior discussions or agreements.

10. Signatures

The Parties have executed this Memorandum of Understanding on the dates indicated below.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this day and of this year.

CITY OF MURFREESBORO

Mayor Shane McFarland

Approved as to Form and Legality:

Adam F. Tucker, City Attorney

TOWN OF SMYRNA

Mayor Mary Ester Reed

Approved as to Form and Legality:

Jeff Peach, Town Attorney

RUTHERFORD COUNTY

Mayor Joe Carr

Approved as to Form and Legality:

Nicholas Christiansen, County Attorney

CITY OF LA VERGNE

Mayor Jason Cole

Approved as to Form and Legality:

Evan Cope, City Attorney



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: October 2, 2025

Item #: 13. First Reading - **Ordinance #2025-33** - An Ordinance to Amend Title 9, Chapter 8, Section 9-803(3) of the La Vergne Municipal Code Regarding the Location of an Adult Business.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. Ordinance #2025-33

Summary:

This ordinance will change the zoning district reference in the municipal code for where adult businesses can be located in the city.

Background Information:

The new zoning ordinance will no longer have regulations for the I-2 Zoning District. The current reference in the municipal code needs to be changed to reflect the new zoning district that will allow adult businesses, which is the HI - Interchange District.

Financial Summary:

N/A

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2025-33

AN ORDINANCE TO AMEND TITLE 9, CHAPTER 8, SECTION 9-803(3) OF THE LA VERGNE MUNICIPAL CODE REGARDING THE LOCATION OF AN ADULT BUSINESS.

WHEREAS, the new City of La Vergne Zoning Ordinance is being considered for approval; and

WHEREAS, Section 9-803(3) of the La Vergne Municipal Code allows adult businesses to operate within the confines of an I-2, heavy industrial zoning district as defined under the zoning laws of the city; and

WHEREAS, the new zoning ordinance will no longer have regulations for an I-2, heavy industrial zoning district, but will instead have an HI, Interchange District that will allow for adult businesses; and

WHEREAS, the reference found in La Vergne Municipal Code Section 9-803(3) needs to reflect the new zoning zoning district for adult businesses.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF LA VERGNE, TENNESSEE that the La Vergne Municipal Code be amended as follows:

SECTION I. Title 9, Chapter 8, Section 9-803(3) of the La Vergne Municipal Code, be amended to read as follows:

- (3) No sexually oriented business may begin to operate except within the confines of the HI (Interchange District) zoning district as defined under the zoning laws of the city.

Nothing contained in this section shall be construed to authorize the establishment or operation of any adult businesses which is otherwise prohibited or made unlawful by any other law or ordinance.

SECTION II. Each section, subsection, paragraph, sentence and clause of this ordinance is hereby declared to be separable and severable. The validity of any section, subsection, paragraph, sentence or clause shall not be effected by the invalidity of any other portion of this ordinance, and only any portion declared to be invalid by a court of competent jurisdiction shall be deleted herefrom.

SECTION III. This Ordinance shall take effect upon publication after its final passage in a newspaper of general circulation, the public welfare requiring it.

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: October 2, 2025

Item #: 14. **Resolution #2025-24** - A Resolution of the City of La Vergne Board of Mayor and Aldermen to Declare Property Owned by the City to be Surplus to the City's Needs and Directing Disposal of the Same.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. Resolution #2025-24

Summary:

This is a resolution to declare property as surplus property and how the property will be disposed of.

Background Information:

This month, we have several items, including seven (7) vehicles, a skid steer and a trencher. We also have the Heavy Rescue Truck from the Fire Department that will be considered for donation to the Church Hill Volunteer Rescue Squad.

Financial Summary:

It is unknown how much the city will receive from the public auction of these items. The donation of the Heavy Rescue Truck would have brought approximately \$9,000 if sold on GovDeals. If donated, the city will not receive those revenues.

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2025-24

A RESOLUTION OF THE CITY OF LA VERGNE BOARD OF MAYOR AND ALDERMEN TO DECLARE PROPERTY OWNED BY THE CITY TO BE SURPLUS TO THE CITY'S NEEDS AND DIRECTING DISPOSAL OF THE SAME.

WHEREAS, the City of La Vergne has identified various items of city-owned property as being surplus to the needs of the city and has determined it to be in the public interest to offer them for sale or destruction.

NOW, THEREFORE, BE IT RESOLVED BY THE LA VERGNE BOARD OF MAYOR AND ALDERMEN, AS FOLLOWS:

Section 1. Property declared surplus to the needs of the city government.
The following described property is hereby declared to be of low value and surplus to the needs of the city.

<u>Item</u>	<u>Description</u>	<u>VIN / Serial Number</u>
Public Works Departments		
Case Skid Steer	Case Model 1845C Skid Steer; 2019 hours, operable condition, minor damage including low tire tread, bad battery and hydraulic leaks. Skid Steer only, Trencher not included.	JAF0232191
2006 Chevrolet 1500 Pickup Truck	White 2-door Standard Cab Pickup Truck; 4.8L, V-8 engine; automatic transmission; 148,901 miles; starts and runs; normal wear and tear, one interior panel needs repair; dents, scratches and dings, dents on passenger side bed, paint removed from multiple spots, plastic cracked; surface rust, rocker panels rusted out.	3GCEC14V76G199223
2003 Dodge Caravan	Silver Green Minivan; V-6 engine; automatic transmission; 135,334 miles; starts with a boost and runs; dents, scratches and dings; rear bumper damage, some dents on body, paint fading.	1D4GP25343B240477
2010 Ford F-150 Pickup Truck	White 2-door Extended Cab Pickup Truck; 5.0L, V-8 engine; 145,981 miles; starts and runs; worn seats, radio broken; scratches and dings; rear bumper damage; paint peeling on tailgate.	1FTEX1C8XAFC81666

2014 Ford F-250 Pickup Truck	White 2-door Extended Cab Pickup with Service Bed; 6.2L, V-8 engine; automatic transmission; 125,821 miles; starts with a boost and runs; dirty, worn seats; dents, scratches and dings; dirty, some rust, minor scratches and dings.	1FD7X2B6XEEA98192
Alitec Trencher Rock Wheel	Alitec Model #CW18 Trencher Rock Wheel; Not operable, Needs Repair; wear and tear; rust. Trencher only, Skid Steer not included;	93CW00027
2002 Chevrolet 2500HD Pickup Truck	White 2-door Extended Cab Pickup with flatbed; 6.0L, V-8 engine; automatic transmission; 104,388 miles; starts and runs; headliner is falling; dents, scratches and dings; paint peeling from decal removal; small dents on panels; rust.	1GCHC29U42E264498
2007 GMC 2500HD Pickup Truck	White 2-door Standard Cab Pickup Truck; 6.0L, V-8 engine; automatic transmission; 153,671 miles; starts and runs; headliner is falling; scratches and dings; paint peeling; rust.	1GTHC24U77E117185
2007 International 4300 SBA 4X2 Truck	White 2-door Conventional Cab Truck; V-8 diesel engine; automatic transmission; 206,194 miles; starts and runs; worn seat, very dirty; steps on driver side are slightly bent; bed has a lot of rust damage.	1HTMMAAM87H382158

Section 2. City Administrator directed to dispose of surplus property. In compliance with Section 11.05 of the City of La Vergne Purchasing Policy (Ordinance #2023-01), the City is hereby directed to conduct a public auction for the sale of the surplus items enumerated in Section 1 of this Resolution. If said auction does not result in an acceptable bid, the City Administrator is authorized to sell any unsold items of surplus property for scrap, or at his option, have the items disposed of as solid waste.

Section 3. Property declared surplus to the needs of the city government. The following described property is hereby declared to be of low value and surplus to the needs of the city.

<u>Item</u>	<u>Description</u>	<u>VIN / Serial Number</u>
Fire Department		
2002 Quantum HD Heavy Rescue Truck	2002 Quantum Rear Door Non-Walk-In Heavy Rescue Truck with 12" Raised Roof; Detroit Series 60 – 475 HP Engine; Red and Black in Color; 109,000 miles; 8,682 hours of operation; Operable; Routine maintenance is due.	4P1CT02S12A002198

Section 4. City Administrator directed to dispose of surplus property. In compliance with Section 11.05 of the City of La Vergne Purchasing Policy (Ordinance #2023-01) and, if approved, Resolution #2025-25, a Resolution to Donate a Surplus Fire Department Heavy Rescue Truck to the Church Hill Volunteer Rescue Squad, the City Administrator is granted authority, for and on behalf of the City of La Vergne, to execute the donation of these items pursuant to the authority granted to municipalities as set forth in TCA §12-3-1005.

Section 5. Effective Date. This Resolution take effect immediately after its passage, the welfare of the City requiring it.

Resolved this the 9th day of October, 2025.

CITY OF LA VERGNE, TENNESSEE

Jason Cole, Mayor

ATTEST:

Bruce E. Richardson, City Recorder

CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

If you have any general items that are no longer needed in your department and you wish to sell them as surplus property, please use this form. If you have a vehicle, there is a separate form to fill out. Please return this form to both the Purchasing Agent and the City Administrator to have the item(s) placed on the city council agenda for approval. **Please complete all sections.**

Item Description:

Year:	Manufacturer: CASE	Model #: 1845C
Serial Number: JAF0232191		
Description of Use: CASE SKID STEER. SKID STEER ONLY. TRENCHER ATTACHMENT NOT INCLUDED.		
Color:	YELLOW	Size (L x W x H): 105" X 70" X 90"
Material:	☐ Cloth ☒ Vinyl ☐ Leather ☒ Metal ☐ Plastic ☐ Wood ☐ Rubber	

Working Condition:

☒ Operable	☐ NOT Operable	☐ Parts Only	☐ Needs Repair	☐ Unknown Condition
# of Hours: 2019	Equipment was maintained every:		☐ Hours	☐ Days
Damage:	☐ Major Damage	☒ Minor Damage		
Explain Damage or Repairs Needed: TIRES HAVE LOW TREAD. BATTERY IS BAD. HYDRAULIC LEAKS.				

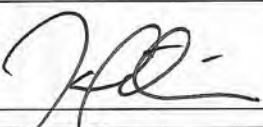
Hazardous Material:

Could this property be a hazard for the city to sell?	☐ Yes	☒ No
If yes, should this property be sold for Scrap or Solid Waste?	☐ Scrap	☐ Solid Waste

Sale Information:

Reason property is no longer needed:	REPLACED. NO LONGER NEED.
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	1500 E NIR SHREIBMAN BLVD.
For more information, contact:	JAMES PHILLIPS. JPHILLIPS@LAVERGNETN.GOV OR 615-287-8664

Department Information:

Your Name: JAMES PHILLIPS	Department: WATER
Signature: 	Date: 8-16-2025

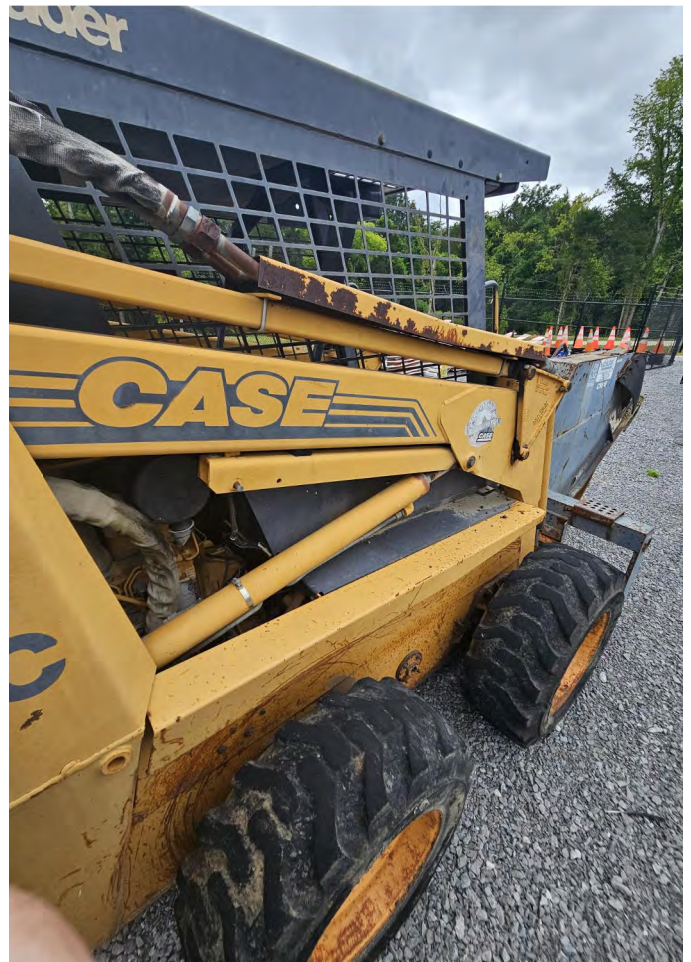
I.T. Department Use Only:

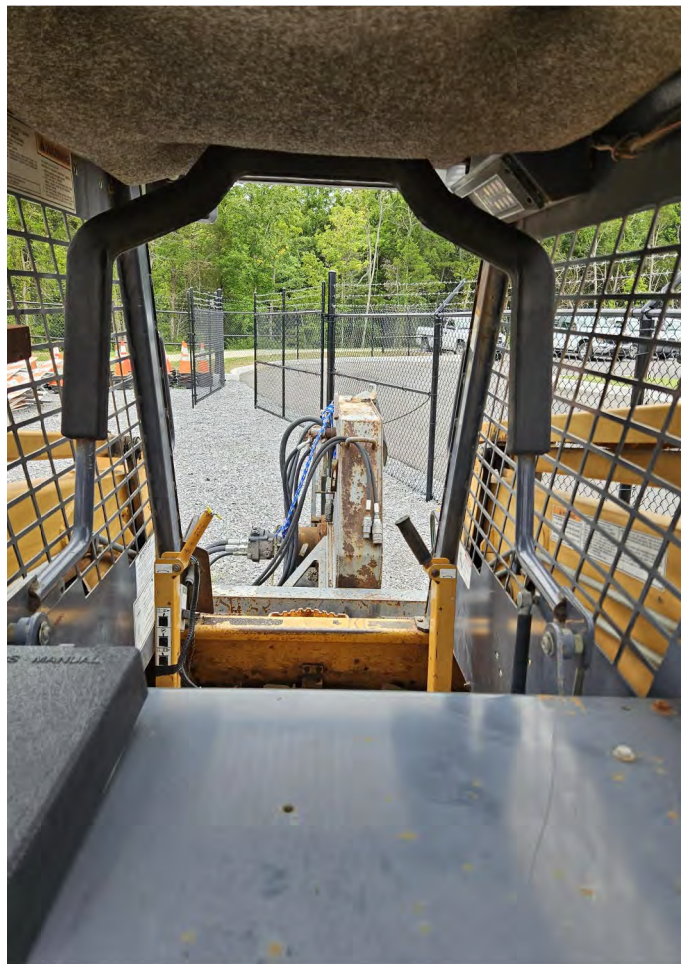
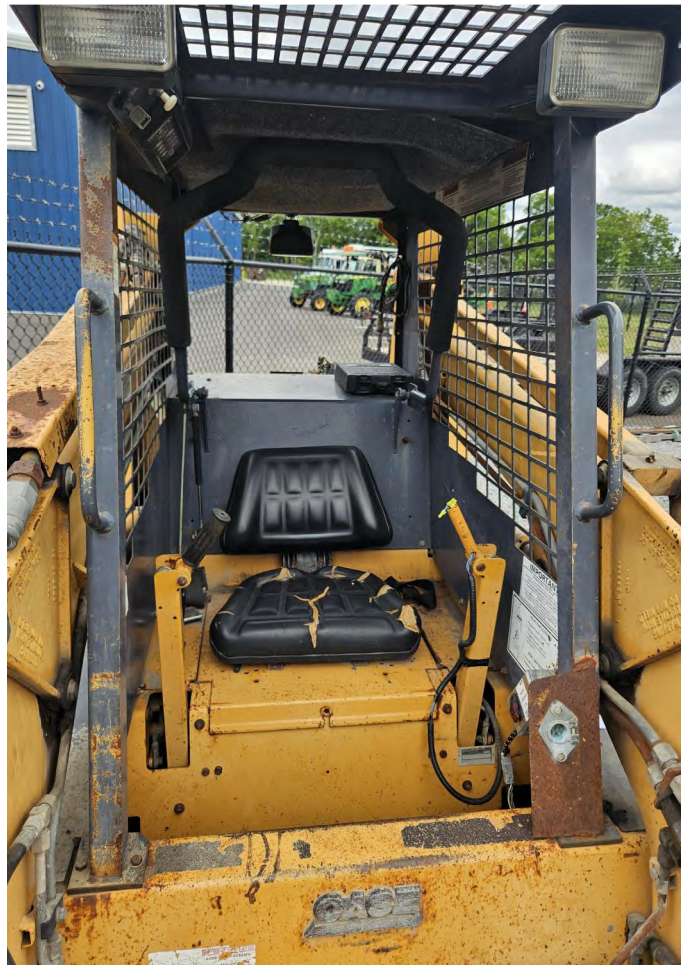
Inventory ID: _____ Asset Number: _____

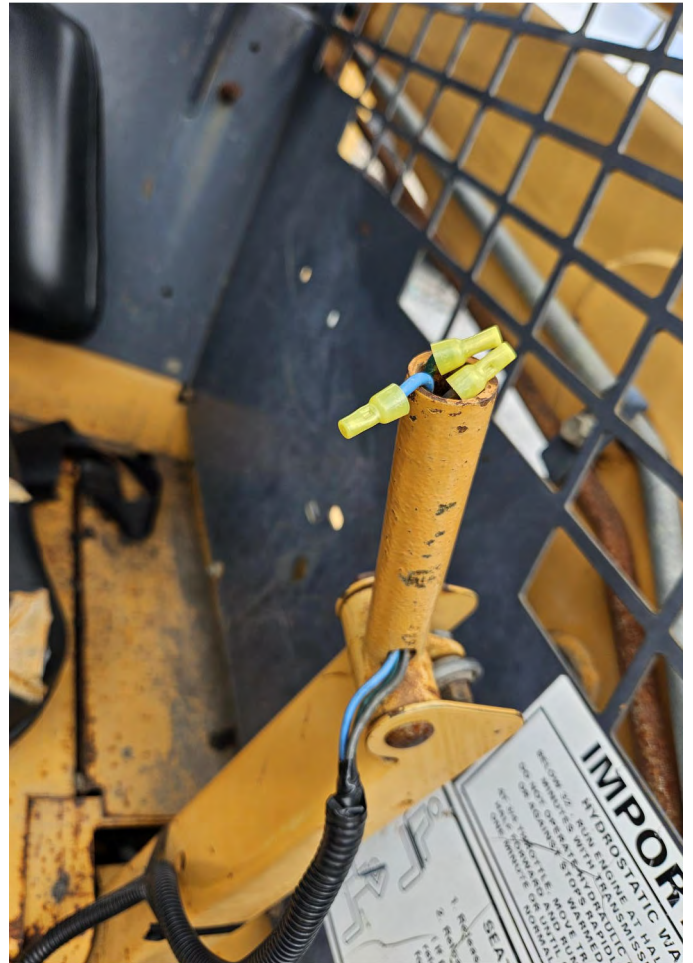
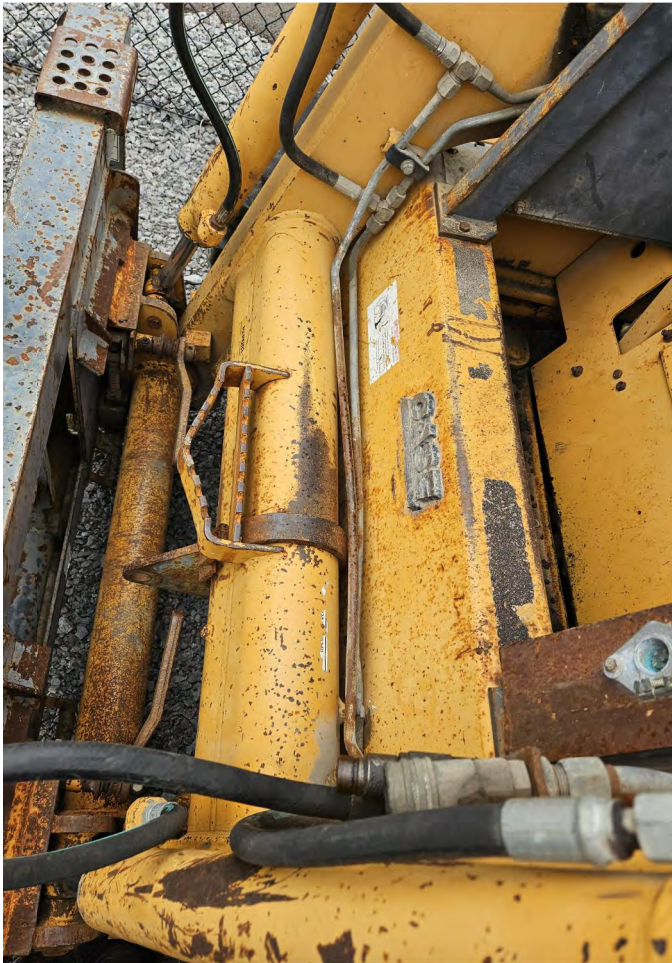
Approved by Resolution # _____ Date: _____

Disposition of Property: ☐ Online Auction ☐ Sold for Scrap ☐ Disposed as Solid Waste

Listed for Online Auction on: _____ Date Sold: _____ Winning Bid Price: \$ _____







CITY OF LA VERGNE
SURPLUS PROPERTY - VEHICLE FORM

If you have any vehicles that are no longer needed in your department and you wish to sell them as surplus property, please use this form. Please return this form and pictures of all four sides and the interior to both the Purchasing Agent and the City Administrator to have the item(s) placed on the city council agenda for approval. **Please complete all sections.**

Vehicle Description:

Year: 2006	Manufacturer: CHEVROLET	Make: 1500	Model:
VIN: 3GCEC14V76G199223		Mileage: 148,901	
Vehicle: ☒ Starts ☐ Starts with a boost and ☒ Runs ☐ Does Not Run ☐ Parts Only			
Engine Size: 4.8 Liter, V-8 ☒ Gasoline ☐ Diesel Condition: ☒ Runs ☐ Needs Repair ☐ Unknown			
Transmission: ☒ Automatic ☐ Manual Condition: ☒ Operable ☐ Needs Repair ☐ Unknown			
Color: Exterior: WHITE		Interior: GRAY	

Interior Details:

Seat Material:	☐ Cloth ☐ Leather ☒ Vinyl	AC Condition:	☒ AC ☐ No AC ☒ Cold ☐ Unknown
Minor Damage:	NORMAL WEAR AND TEAR. ONE PANEL NEEDS REPAIR.		
Major Damage:			
Power:	☐ Windows ☐ Door Locks ☒ Steering ☐ Seats		
Miscellaneous:	☐ Cruise Control ☒ Tilt Steering ☐ Remote Mirrors		
Radio:	Brand: ☐ AM ☒ AM/FM ☐ Cassette ☐ CD		

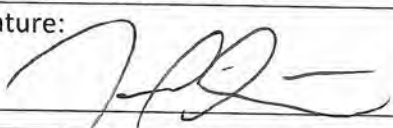
Exterior Details:

Windows:	☒ No Cracked Glass ☐ Cracked	Body Damage:	☒ Dents ☒ Scratches ☒ Dings
Minor Damage:	DENTS ON PASSENGER SIDE BED. PAINT REMOVED FROM MULTIPLE SPOTS. PLASTIC CRACKED.		
Major Damage:	SURFACE RUST. ROCKER PANELS RUSTED OUT.		
Tire Condition:	☒ Good Tread ☐ Low Tread	Flat or Low Tires:	☐ Yes ☒ No How Many?
Emergency Equipment:	☒ None ☐ Removed ☐ Holes in exterior ☐ No holes		
Decals:	☐ None ☐ Sprayed ☒ Removed ☒ Impressions remain ☐ No impressions		

Sale Information:

Fair Market Value: \$	Title Restriction: ☐ Yes ☐ No
Seizure: ☐ Yes ☐ No	If yes, Seizure Date: If yes, Drug Seizure? ☐ Yes ☐ No
Location of Vehicle:	Suggested Minimum Sale Price:
For more information, contact: JAMES PHILLIPS. JPHILLIPS@LAVERGNETN.GOV OR 615-287-8664	

Department Information:

Your Name: JAMES PHILLIPS	Department: STREET
Signature: 	Date: 8-25-2025

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution # _____ Date: _____

Disposition of Property: ☐ Online Auction ☐ Sold for Scrap ☐ Disposed as Solid Waste

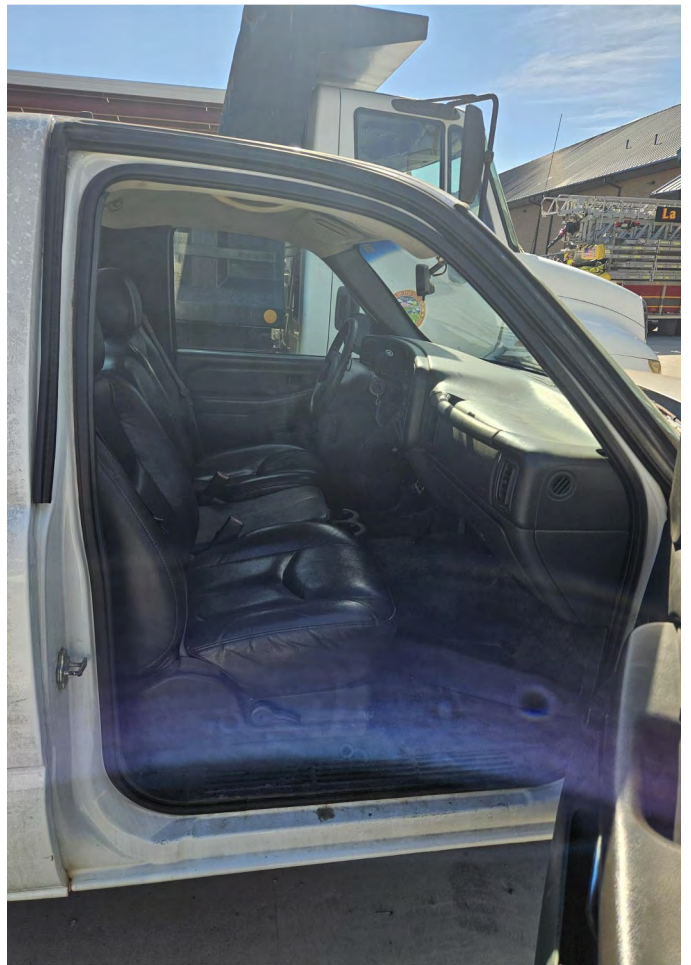
Listed for Online Auction on: _____ Date Sold: _____ Winning Bid Price: \$ _____











CITY OF LA VERGNE
SURPLUS PROPERTY - VEHICLE FORM

If you have any vehicles that are no longer needed in your department and you wish to sell them as surplus property, please use this form. Please return this form and pictures of all four sides and the interior to both the Purchasing Agent and the City Administrator to have the item(s) placed on the city council agenda for approval. Please complete all sections.

Vehicle Description:

Year: 2003	Manufacturer: DODGE	Make: DODGE	Model: CARAVAN
VIN: 1D4GP25343B240477		Mileage: 135,334	
Vehicle: ☐ Starts ☒ Starts with a boost and ☒ Runs ☐ Does Not Run ☐ Parts Only			
Engine Size: Liter, V- 6 ☒ Gasoline ☐ Diesel		Condition: ☒ Runs ☐ Needs Repair ☐ Unknown	
Transmission: ☒ Automatic ☐ Manual		Condition: ☒ Operable ☐ Needs Repair ☐ Unknown	
Color:	Exterior: SILVER GREEN		Interior: GRAY

Interior Details:

Seat Material:	☒ Cloth ☐ Leather ☐ Vinyl	AC Condition:	☐ AC ☐ No AC ☐ Cold ☒ Unknown
Minor Damage:	DIRTY. STAINED.		
Major Damage:			
Power:	☒ Windows ☒ Door Locks ☒ Steering ☐ Seats		
Miscellaneous:	☒ Cruise Control ☒ Tilt Steering ☐ Remote Mirrors		
Radio:	Brand: FACTORY ☐ AM ☒ AM/FM ☐ Cassette ☐ CD		

Exterior Details:

Windows:	☒ No Cracked Glass ☐ Cracked	Body Damage:	☒ Dents ☒ Scratches ☒ Dings
Minor Damage:	REAR BUMPER DAMAGE. SOME DENTS ON BODY. PAINT FADING.		
Major Damage:			
Tire Condition:	☐ Good Tread ☒ Low Tread	Flat or Low Tires:	☐ Yes ☒ No How Many?
Emergency Equipment:	☒ None ☐ Removed ☐ Holes in exterior ☐ No holes		
Decals:	☐ None ☐ Sprayed ☒ Removed ☒ Impressions remain ☐ No impressions		

Sale Information:

Fair Market Value: \$	Title Restriction: ☐ Yes ☐ No
Seizure: ☐ Yes ☐ No	If yes, Seizure Date: If yes, Drug Seizure? ☐ Yes ☐ No
Location of Vehicle:	Suggested Minimum Sale Price:
For more information, contact: JAMES PHILLIPS. JPHILLIPS@LAVERGNETN.GOV OR 615-287-8664	

Department Information:

Your Name: JAMES PHILLIPS	Department: I.T.
Signature: 	Date: 8-6-2025

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

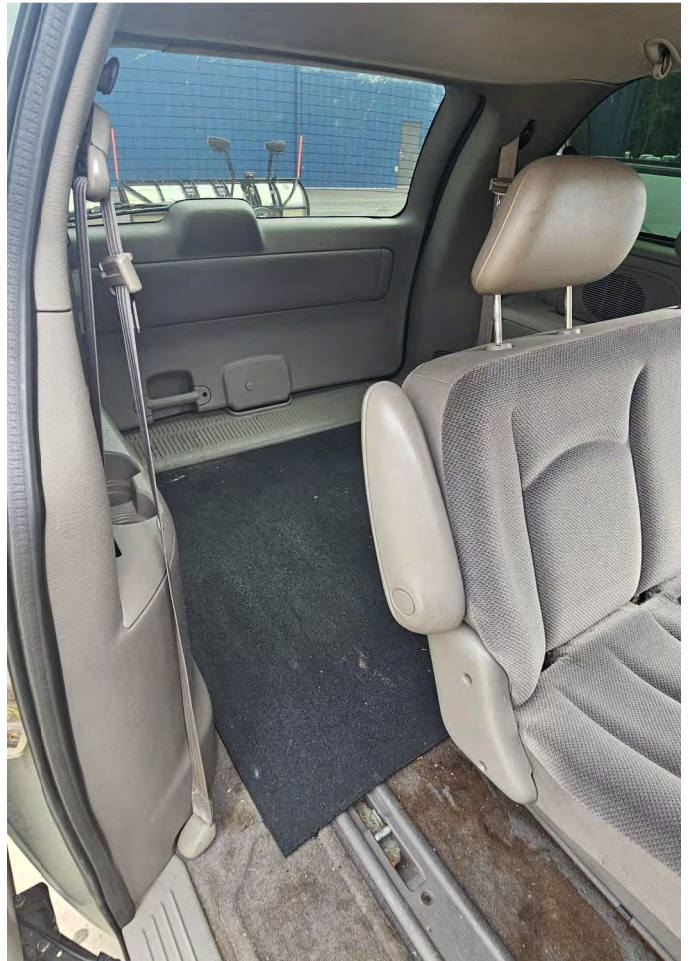
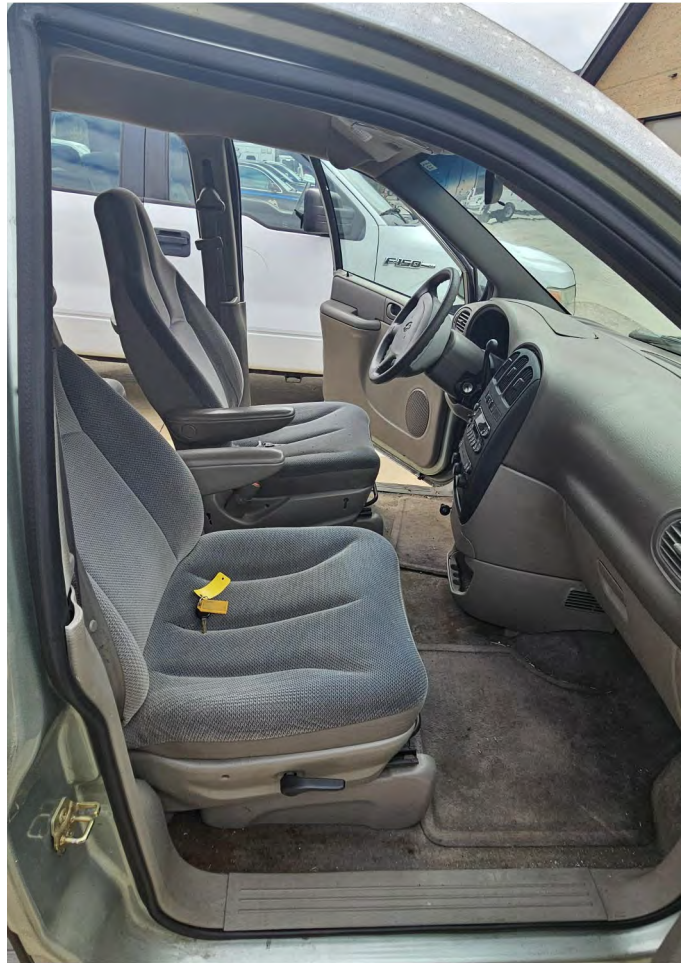
Approved by Resolution # _____ Date: _____

Disposition of Property: ☐ Online Auction ☐ Sold for Scrap ☐ Disposed as Solid Waste

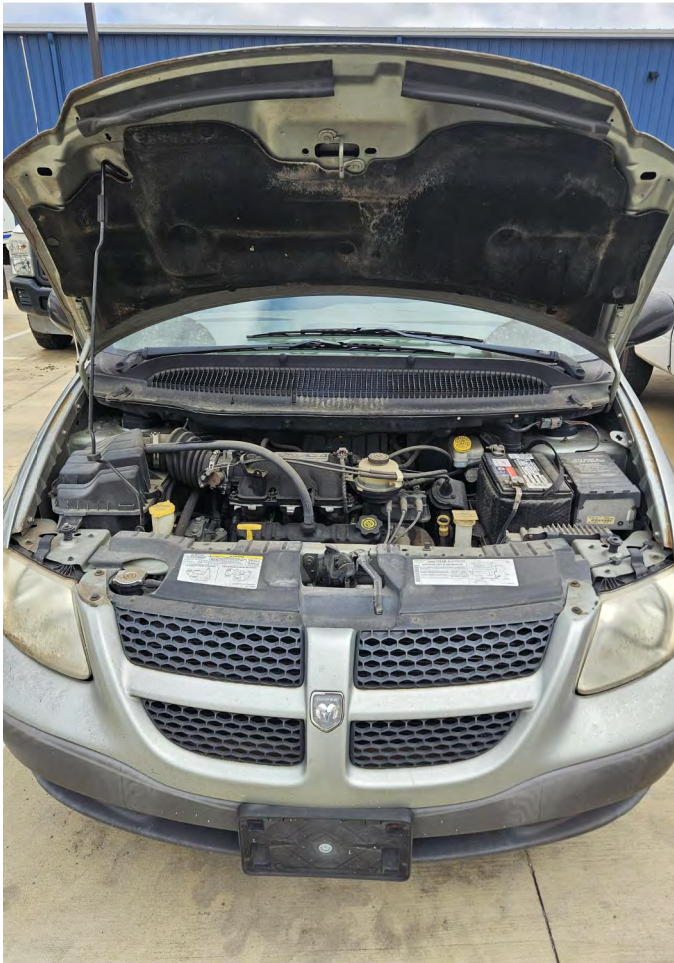
Listed for Online Auction on: _____ Date Sold: _____ Winning Bid Price: \$ _____











CITY OF LA VERGNE
SURPLUS PROPERTY - VEHICLE FORM

If you have any vehicles that are no longer needed in your department and you wish to sell them as surplus property, please use this form. Please return this form and pictures of all four sides and the interior to both the Purchasing Agent and the City Administrator to have the item(s) placed on the city council agenda for approval. **Please complete all sections.**

Vehicle Description:

Year: 2010	Manufacturer: FORD	Make: F150	Model: F150 XL
VIN: 1FTEX1C8XAFC81666		Mileage: 145,981	
Vehicle: ☒ Starts ☐ Starts with a boost and ☒ Runs ☐ Does Not Run ☐ Parts Only			
Engine Size: 5.0 Liter, V-8 ☒ Gasoline ☐ Diesel Condition: ☒ Runs ☐ Needs Repair ☐ Unknown			
Transmission: ☒ Automatic ☐ Manual Condition: ☒ Operable ☐ Needs Repair ☐ Unknown			
Color: Exterior: WHITE		Interior: GRAY	

Interior Details:

Seat Material:	☐ Cloth ☐ Leather ☒ Vinyl	AC Condition:	☒ AC ☐ No AC ☐ Cold ☐ Unknown
Minor Damage:	WORN SEATS. RADIO BROKEN		
Major Damage:			
Power:	☒ Windows ☒ Door Locks ☒ Steering ☐ Seats		
Miscellaneous:	☒ Cruise Control ☒ Tilt Steering ☒ Remote Mirrors		
Radio:	Brand: FACTORY ☐ AM ☒ AM/FM ☐ Cassette ☐ CD		

Exterior Details:

Windows:	☒ No Cracked Glass ☐ Cracked	Body Damage:	☐ Dents ☒ Scratches ☒ Dings
Minor Damage:	REAR BUMPER DAMAGE. PAINT PEELING ON TAIL GATE.		
Major Damage:			
Tire Condition:	☒ Good Tread ☐ Low Tread	Flat or Low Tires:	☐ Yes ☒ No How Many?
Emergency Equipment:	☐ None ☒ Removed ☐ Holes in exterior ☐ No holes		
Decals:	☐ None ☐ Sprayed ☒ Removed ☒ Impressions remain ☐ No impressions		

Sale Information:

Fair Market Value: \$	Title Restriction: ☐ Yes ☐ No
Seizure: ☐ Yes ☐ No	If yes, Seizure Date: _____ If yes, Drug Seizure? ☐ Yes ☐ No
Location of Vehicle: _____	Suggested Minimum Sale Price: _____
For more information, contact: JAMES PHILLIPS. JPHILLIPS@LAVERGNETN.GOV OR 615-287-8664	

Department Information:

Your Name: JAMES PHILLIPS	Department: WATER
Signature: 	Date: 8-6-2025

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution # _____ Date: _____

Disposition of Property: ☐ Online Auction ☐ Sold for Scrap ☐ Disposed as Solid Waste

Listed for Online Auction on: _____ Date Sold: _____ Winning Bid Price: \$ _____







MFD. BY FORD MOTOR CO.

DATE: 06/10 GVWR: 6800LB/ 3084KG
 FRONT GAWR: 3450LB REAR GAWR: 3800LB
 1565KG WITH 1724KG WITH
 P235/75R17 108S TIRES P235/75R17 108S TIRES
 17x7.5J RIMS 17x7.5J RIMS
 AT 240 kPa/ 35 PSI COLD AT 240 kPa/ 35 PSI COLD

THIS VEHICLE CONFORMS TO ALL APPLICABLE FEDERAL MOTOR
 VEHICLE SAFETY STANDARDS IN EFFECT ON THE DATE OF
 MANUFACTURE SHOWN ABOVE.

VIN: 1FTEX1C8XAF81666

TYPE: Truck

F0042
T0732



EXT PNT:	YZ	RC:	23	DSO:	
WB	INT TR	TP/PS	R	AXLE	TR
145	ME	5	27	6	SSAA
					COA
2201006252680			UTC ▽ 5U5A-1520472-BA		

CITY OF LA VERGNE
SURPLUS PROPERTY - VEHICLE FORM

If you have any vehicles that are no longer needed in your department and you wish to sell them as surplus property, please use this form. Please return this form and pictures of all four sides and the interior to both the Purchasing Agent and the City Administrator to have the item(s) placed on the city council agenda for approval. **Please complete all sections.**

Vehicle Description:

Year: 2014	Manufacturer: FORD	Make: FORD	Model: F250
VIN: 1FD7X2B6XEEA98192		Mileage: 125,821	
Vehicle: ☐ Starts ☒ Starts with a boost and ☒ Runs ☐ Does Not Run ☐ Parts Only			
Engine Size: 6.2 Liter, V-8 ☒ Gasoline ☐ Diesel		Condition: ☒ Runs ☐ Needs Repair ☐ Unknown	
Transmission: ☒ Automatic ☐ Manual		Condition: ☒ Operable ☐ Needs Repair ☐ Unknown	
Color:	Exterior: WHITE		Interior: GRAY

Interior Details:

Seat Material:	☐ Cloth ☐ Leather ☒ Vinyl	AC Condition:	☐ AC ☐ No AC ☐ Cold ☒ Unknown
Minor Damage:	DIRTY. WORN SEATS		
Major Damage:			
Power:	☒ Windows ☒ Door Locks ☒ Steering ☐ Seats		
Miscellaneous:	☒ Cruise Control ☒ Tilt Steering ☐ Remote Mirrors		
Radio:	Brand: FACTORY ☐ AM ☒ AM/FM ☐ Cassette ☐ CD		

Exterior Details:

Windows:	☒ No Cracked Glass ☐ Cracked	Body Damage:	☒ Dents ☒ Scratches ☒ Dings
Minor Damage:	DIRTY. SOME RUST. MINOR SCRATCHES AND DINGS		
Major Damage:			
Tire Condition:	☐ Good Tread ☒ Low Tread	Flat or Low Tires:	☐ Yes ☒ No How Many?
Emergency Equipment:	☐ None ☒ Removed ☒ Holes in exterior ☐ No holes		
Decals:	☐ None ☐ Sprayed ☒ Removed ☒ Impressions remain ☐ No impressions		

Sale Information:

Fair Market Value: \$	Title Restriction: ☐ Yes ☐ No
Seizure: ☐ Yes ☐ No	If yes, Seizure Date: _____ If yes, Drug Seizure? ☐ Yes ☐ No
Location of Vehicle:	Suggested Minimum Sale Price:
For more information, contact: JAMES PHILLIPS. JPHILLIPS@LAVERGNETN.GOV OR 615-287-8664	

Department Information:

Your Name: JAMES PHILLIPS	Department: WATER
Signature: 	Date: 8-6-2025

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution # _____ Date: _____

Disposition of Property: ☐ Online Auction ☐ Sold for Scrap ☐ Disposed as Solid Waste

Listed for Online Auction on: _____ Date Sold: _____ Winning Bid Price: \$ _____









MFD BY: Stringfellow, Inc

Nashville, TN 37207

DATE OF MFR: MO. Nov YR. 2013

GVWR: 4536 KG (10000 LB)

GAWR-FRONT:

2177 KG (4800 LB)

WITH LT245/75R17E TIRES,

17x7.5J RIMS, @ 550 KPA

(75 PSI) COLD

GAWR-INTERMEDIATE(1):

KG (LB)

WITH TIRES,

 RIMS, @ KPA

(PSI) COLD

GAWR-INTERMEDIATE(2):

KG (LB)

WITH TIRES,

 RIMS, @ KPA

(PSI) COLD

GAWR-REAR:

2767 KG (6100 LB)

WITH LT245/75R17E TIRES,

17x7.5J RIMS, @ 550 KPA

(80 PSI) COLD

THIS VEHICLE HAS BEEN COMPLETED IN ACCORDANCE
WITH THE PRIOR MANUFACTURERS' INFO, WHERE
APPLICABLE. THIS VEHICLE CONFORMS TO ALL
APPLICABLE FEDERAL MOTOR VEHICLE SAFETY
STANDARDS, (AND BUMPER AND THEFT PREVENTION
STANDARDS, IF APPLICABLE) IN EFFECT ON:

MO. November YR. 2013

VEHICLE IDENTIFICATION NUMBER:

1FD7X2B6XBA90192

VEHICLE TYPE:

TRUCK

CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

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Item Description:

Year:	Manufacturer: ALITEC	Model #: CW18
Serial Number: 93CW00027		
Description of Use: TRENCHER ROCK WHEEL. TRENCHER ROCK WHEEL ONLY. SKID STEER NOT INCLUDED.		
Color:	GREY	Size (L x W x H): 71" X 67" X 55"
Material:	☐ Cloth ☐ Vinyl ☐ Leather ☒ Metal ☐ Plastic ☐ Wood ☐ Rubber	

Working Condition:

☐ Operable	☒ NOT Operable	☐ Parts Only	☒ Needs Repair	☐ Unknown Condition
# of Hours: UNK	Equipment was maintained every:		☐ Hours	☐ Days
Damage:	☐ Major Damage		☒ Minor Damage	
Explain Damage or Repairs Needed: WEAR AND TEAR. RUST.				

Hazardous Material:

Could this property be a hazard for the city to sell?	☐ Yes	☒ No
If yes, should this property be sold for Scrap or Solid Waste?	☐ Scrap	☐ Solid Waste

Sale Information:

Reason property is no longer needed:	REPLACED. NO LONGER NEED.
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	1500 E NIR SHREIBMAN BLVD.
For more information, contact:	JAMES PHILLIPS. JPHILLIPS@LAVERGNETN.GOV OR 615-287-8664

Department Information:

Your Name: JAMES PHILLIPS	Department: WATER
Signature: 	Date: 8-6-2025

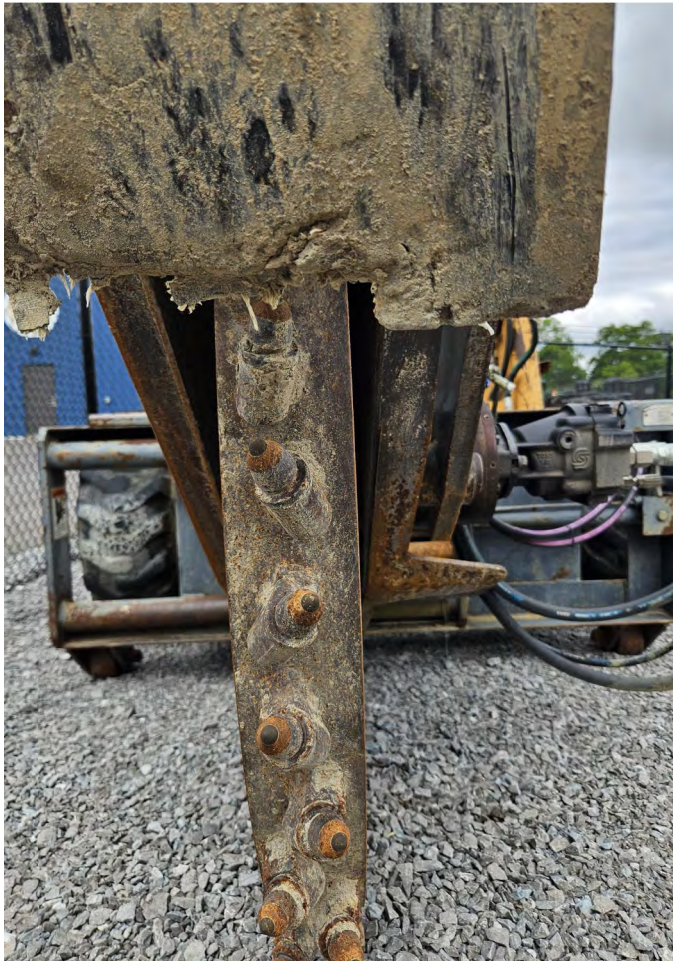
I.T. Department Use Only:

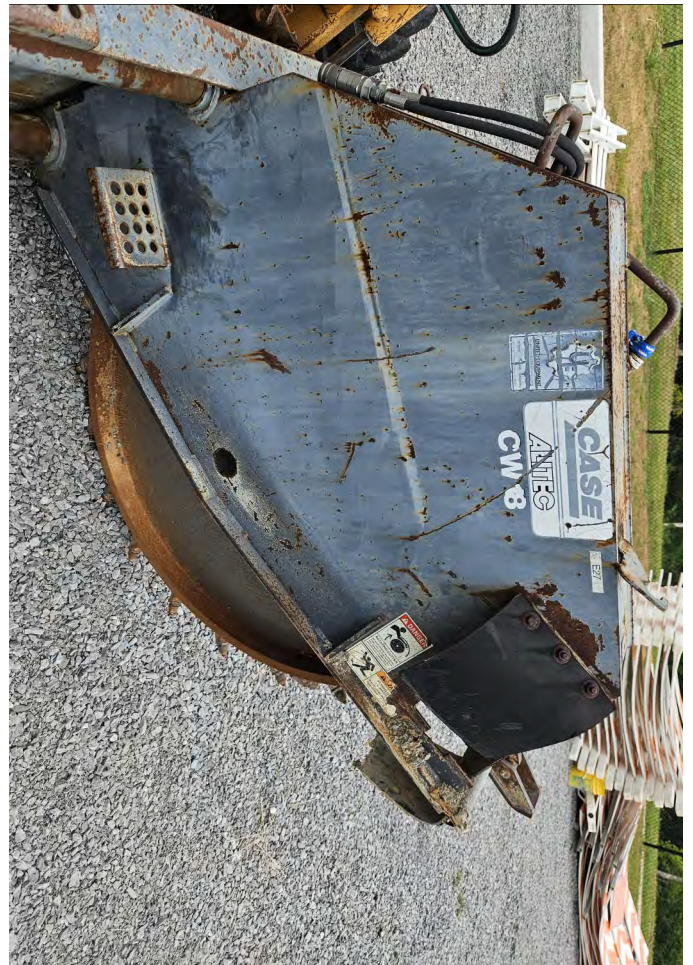
Inventory ID: _____ Asset Number: _____

Approved by Resolution # _____ Date: _____

Disposition of Property: ☐ Online Auction ☐ Sold for Scrap ☐ Disposed as Solid Waste

Listed for Online Auction on: _____ Date Sold: _____ Winning Bid Price: \$ _____





CITY OF LA VERGNE
SURPLUS PROPERTY - VEHICLE FORM

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Vehicle Description:

Year: 2002	Manufacturer: CHEVROLET	Make: 2500HD	Model:
VIN: 1GCHC29U42E264498		Mileage: 104,388	
Vehicle: ☒ Starts ☐ Starts with a boost and ☒ Runs ☐ Does Not Run ☐ Parts Only			
Engine Size: 6.0 Liter, V-8 ☒ Gasoline ☐ Diesel Condition: ☒ Runs ☐ Needs Repair ☐ Unknown			
Transmission: ☒ Automatic ☐ Manual Condition: ☒ Operable ☐ Needs Repair ☐ Unknown			
Color:	Exterior: WHITE		Interior: GRAY

Interior Details:

Seat Material:	☒ Cloth ☐ Leather ☐ Vinyl	AC Condition:	☒ AC ☐ No AC ☒ Cold ☐ Unknown
Minor Damage:	HEADLINER IS FALLING.		
Major Damage:			
Power:	☐ Windows ☒ Door Locks ☒ Steering ☐ Seats		
Miscellaneous:	☐ Cruise Control ☐ Tilt Steering ☐ Remote Mirrors		
Radio:	Brand: ☐ AM ☒ AM/FM ☐ Cassette ☐ CD		

Exterior Details:

Windows:	☒ No Cracked Glass ☐ Cracked	Body Damage:	☒ Dents ☒ Scratches ☒ Dings
Minor Damage:	PAINT PEELING FROM DECAL REMOVAL. SMALL DENTS ON PANELS. RUST.		
Major Damage:			
Tire Condition:	☒ Good Tread ☐ Low Tread	Flat or Low Tires:	☐ Yes ☒ No How Many?
Emergency Equipment:	☒ None ☐ Removed ☐ Holes in exterior ☐ No holes		
Decals:	☐ None ☐ Sprayed ☒ Removed ☒ Impressions remain ☐ No impressions		

Sale Information:

Fair Market Value: \$	Title Restriction: ☐ Yes ☐ No
Seizure: ☐ Yes ☐ No	If yes, Seizure Date: _____ If yes, Drug Seizure? ☐ Yes ☐ No
Location of Vehicle:	Suggested Minimum Sale Price:
For more information, contact: JAMES PHILLIPS. JPHILLIPS@LAVERGNETN.GOV OR 615-287-8664	

Department Information:

Your Name: JAMES PHILLIPS	Department: STREET
Signature: 	Date: 8-21-2025

I.T. Department Use Only:

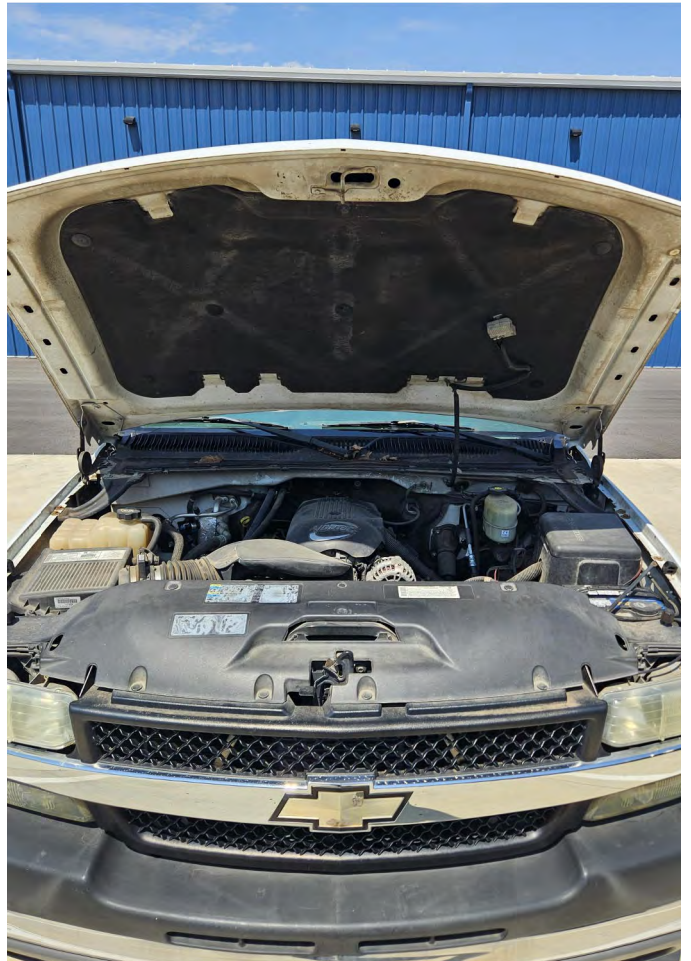
Inventory ID: _____ Asset Number: _____

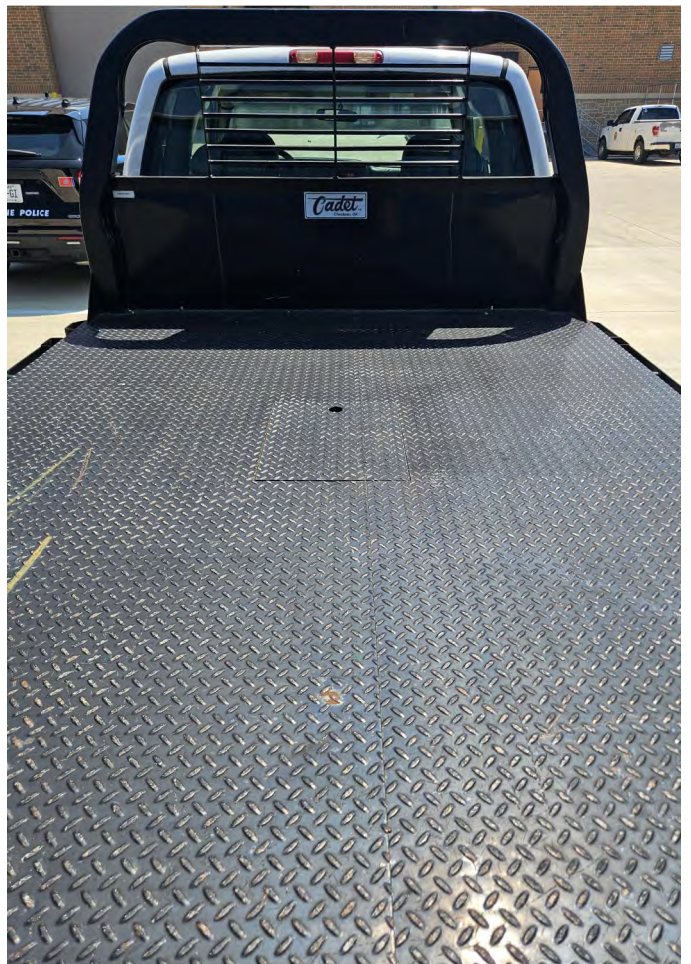
Approved by Resolution # _____ Date: _____

Disposition of Property: ☐ Online Auction ☐ Sold for Scrap ☐ Disposed as Solid Waste

Listed for Online Auction on: _____ Date Sold: _____ Winning Bid Price: \$ _____











CITY OF LA VERGNE
SURPLUS PROPERTY - VEHICLE FORM

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Vehicle Description:

Year: 2007	Manufacturer: GMC	Make: 2500HD	Model:
VIN: 1GTHC24U77E117185		Mileage: 153,671	
Vehicle: ☒ Starts ☐ Starts with a boost and ☒ Runs ☐ Does Not Run ☐ Parts Only			
Engine Size: 6.0 Liter, V-8 ☒ Gasoline ☐ Diesel Condition: ☒ Runs ☐ Needs Repair ☐ Unknown			
Transmission: ☒ Automatic ☐ Manual Condition: ☒ Operable ☐ Needs Repair ☐ Unknown			
Color:	Exterior: WHITE		Interior: GRAY

Interior Details:

Seat Material:	☒ Cloth ☐ Leather ☐ Vinyl	AC Condition:	☒ AC ☐ No AC ☐ Cold ☒ Unknown
Minor Damage:	HEADLINER IS FALLING. DRIVER DOOR HANDLE BROKEN.		
Major Damage:			
Power:	☒ Windows ☒ Door Locks ☒ Steering ☐ Seats		
Miscellaneous:	☐ Cruise Control ☒ Tilt Steering ☒ Remote Mirrors		
Radio:	Brand: GMC ☐ AM ☒ AM/FM ☐ Cassette ☐ CD		

Exterior Details:

Windows:	☒ No Cracked Glass ☐ Cracked	Body Damage:	☐ Dents ☒ Scratches ☒ Dings
Minor Damage:	PAINT PEELING. RUST.		
Major Damage:			
Tire Condition:	☒ Good Tread ☐ Low Tread	Flat or Low Tires:	☐ Yes ☒ No How Many?
Emergency Equipment:	☒ None ☐ Removed ☒ Holes in exterior ☐ No holes		
Decals:	☐ None ☐ Sprayed ☒ Removed ☒ Impressions remain ☐ No impressions		

Sale Information:

Fair Market Value: \$	Title Restriction: ☐ Yes ☐ No
Seizure: ☐ Yes ☐ No	If yes, Seizure Date: If yes, Drug Seizure? ☐ Yes ☐ No
Location of Vehicle:	Suggested Minimum Sale Price:
For more information, contact: JAMES PHILLIPS. JPHILLIPS@LAVERGNETN.GOV OR 615-287-8664	

Department Information:

Your Name: JAMES PHILLIPS	Department: PARKS AND REC
Signature: 	Date: 9-4-2025

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution # _____ Date: _____

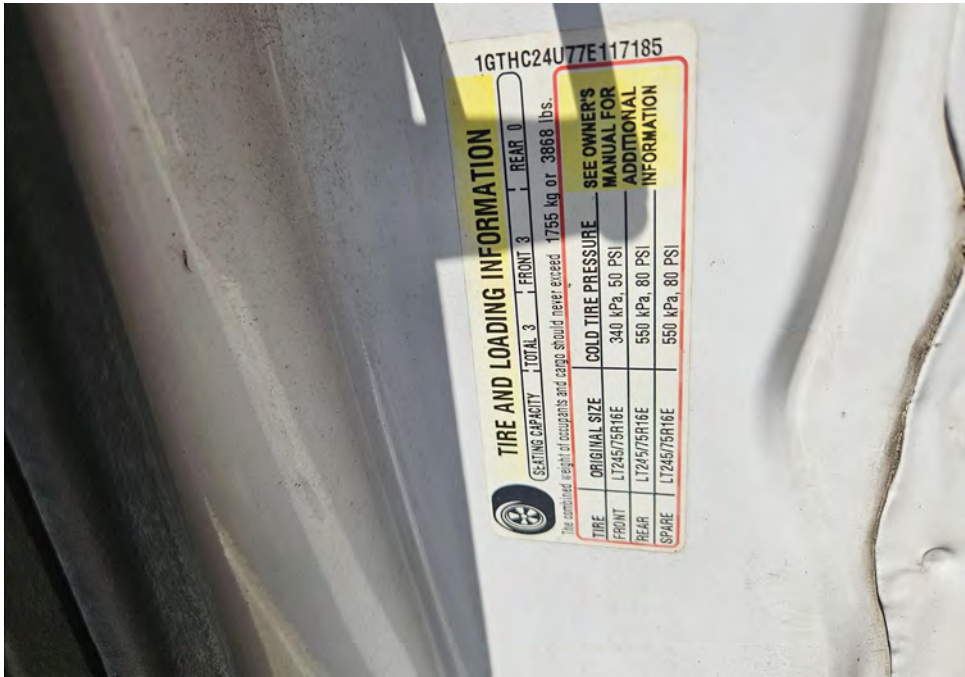
Disposition of Property: ☐ Online Auction ☐ Sold for Scrap ☐ Disposed as Solid Waste

Listed for Online Auction on: _____ Date Sold: _____ Winning Bid Price: \$ _____









CITY OF LA VERGNE
SURPLUS PROPERTY - VEHICLE FORM

If you have any vehicles that are no longer needed in your department and you wish to sell them as surplus property, please use this form. **Please return this form and pictures of all four sides and the interior to both the Purchasing Agent and the City Administrator to have the item(s) placed on the city council agenda for approval. Please complete all sections.**

Vehicle Description:

Year: 2007	Manufacturer: INTERNATIONAL	Make: 4300	Model: SBA 4X2
VIN: 1HTMMAAM87H382158		Mileage: 206,194	
Vehicle: ☒ Starts ☐ Starts with a boost and ☒ Runs ☐ Does Not Run ☐ Parts Only			
Engine Size: Liter, V- 8 ☐ Gasoline ☒ Diesel		Condition: ☒ Runs ☐ Needs Repair ☐ Unknown	
Transmission: ☒ Automatic ☐ Manual		Condition: ☒ Operable ☐ Needs Repair ☐ Unknown	
Color:	Exterior: WHITE		Interior: GRAY

Interior Details:

Seat Material:	☒ Cloth ☐ Leather ☐ Vinyl	AC Condition:	☒ AC ☐ No AC ☒ Cold ☐ Unknown
Minor Damage:	WORN SEAT. VERY DIRTY		
Major Damage:			
Power:	☐ Windows ☒ Door Locks ☒ Steering ☐ Seats		
Miscellaneous:	☒ Cruise Control ☐ Tilt Steering ☐ Remote Mirrors		
Radio:	Brand: ☐ AM ☒ AM/FM ☐ Cassette ☒ CD		

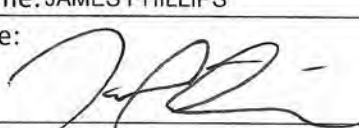
Exterior Details:

Windows:	☒ No Cracked Glass ☐ Cracked	Body Damage:	☐ Dents ☒ Scratches ☒ Dings
Minor Damage:	STEPS ON DRIVER SIDE SLIGHTLY BENT		
Major Damage:	BED HAS A LOT OF RUST DAMAGE		
Tire Condition:	☒ Good Tread ☐ Low Tread	Flat or Low Tires:	☐ Yes ☒ No How Many?
Emergency Equipment:	☐ None ☐ Removed ☒ Holes in exterior ☐ No holes		
Decals:	☐ None ☐ Sprayed ☒ Removed ☒ Impressions remain ☐ No impressions		

Sale Information:

Fair Market Value: \$	Title Restriction: ☐ Yes ☐ No
Seizure: ☐ Yes ☐ No	If yes, Seizure Date: _____ If yes, Drug Seizure? ☐ Yes ☐ No
Location of Vehicle: _____	Suggested Minimum Sale Price: _____
For more information, contact: JAMES PHILLIPS. JPHILLIPS@LAVERGNETN.GOV OR 615-287-8664	

Department Information:

Your Name: JAMES PHILLIPS	Department: STREET
Signature: 	Date: 8-21-2025

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

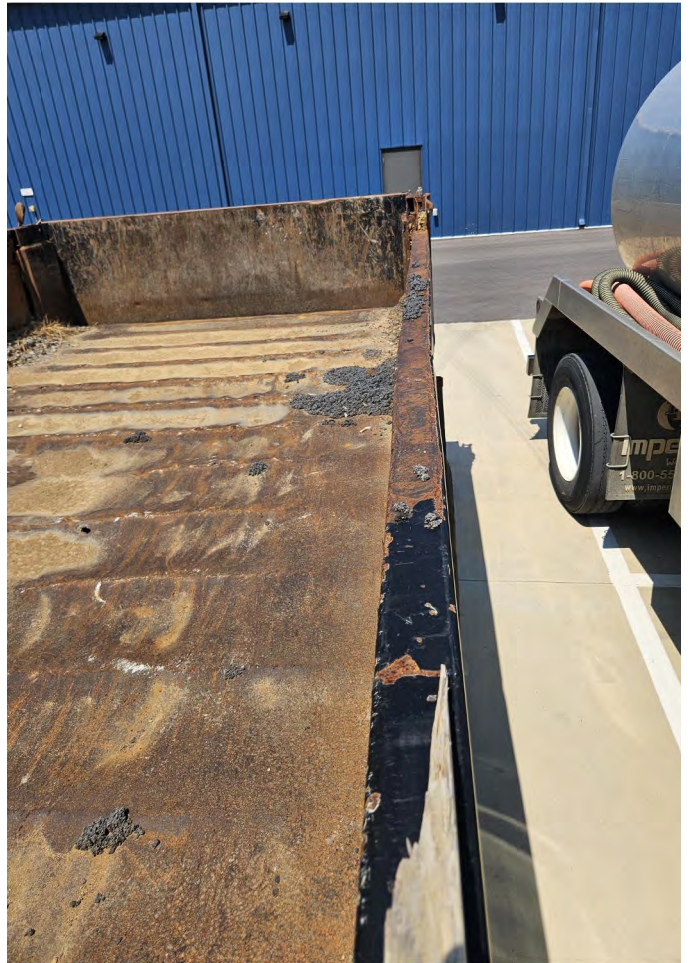
Approved by Resolution # _____ Date: _____

Disposition of Property: ☐ Online Auction ☐ Sold for Scrap ☐ Disposed as Solid Waste

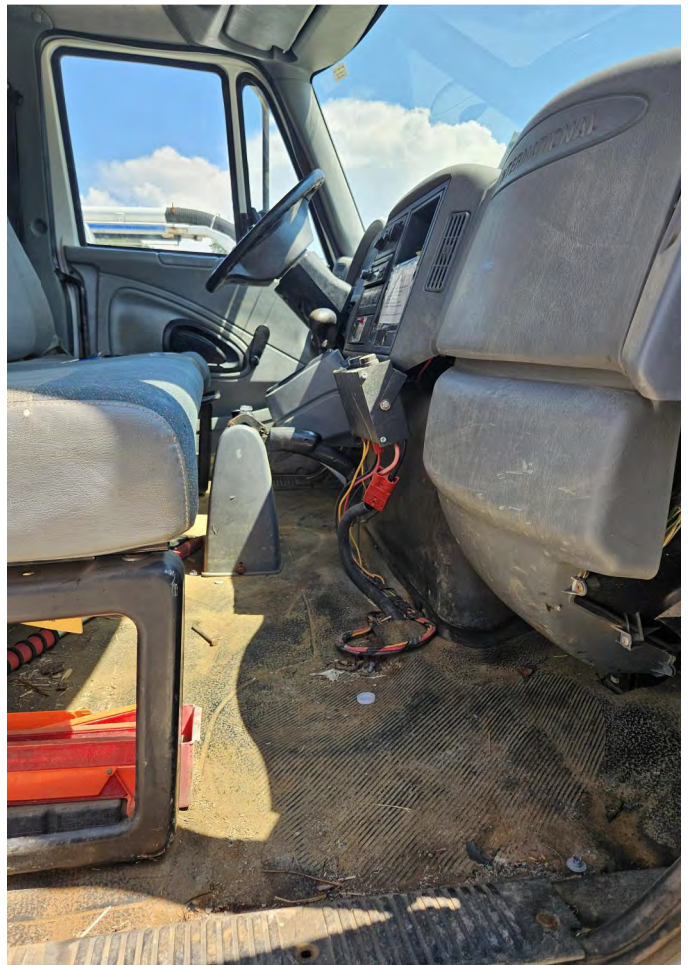
Listed for Online Auction on: _____ Date Sold: _____ Winning Bid Price: \$ _____











CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

If you have any general items that are no longer needed in your department and you wish to sell them as surplus property, please use this form. If you have a vehicle, there is a separate form to fill out. Please return this form to both the Purchasing Agent and the City Administrator to have the item(s) placed on the city council agenda for approval. **Please complete all sections.**

Item Description:

Year: 2002	Manufacturer: Quantam HD	Model #: Non-Walk-In Heavy Rescue
Serial Number: 4P1CT02S12A002198		
Description of Use: Quantum Rear Door Heavy Rescue w/ 12" Raised Roof		
Color:	Red / Black	Size (L x W x H): 37.5' x 21.8' x 10.25'
Material:	☐ Cloth ☐ Vinyl ☐ Leather ☒ Metal ☐ Plastic ☐ Wood ☐ Rubber	

Working Condition:

☒ Operable	☐ NOT Operable	☐ Parts Only	☐ Needs Repair	☐ Unknown Condition
# of Hours: 8,682	Equipment was maintained every: As Needed		☐ Hours	☐ Days
Damage:	☐ Major Damage	☐ Minor Damage		
Explain Damage or Repairs Needed: Routine maintenance is due				

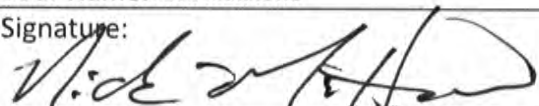
Hazardous Material:

Could this property be a hazard for the city to sell?	☐ Yes	☒ No
If yes, should this property be sold for Scrap or Solid Waste?	☐ Scrap	☐ Solid Waste

Sale Information:

Reason property is no longer needed:	Reclassification of response model
Current Estimated Value:	
Suggested Minimum Sale Price:	\$75,000
Location of Property:	301 Bill Stewart Blvd, La Vergne, TN 37086
For more information, contact:	Nick Matthews - 615-287-5832

Department Information:

Your Name: Nick Matthews	Department: Fire
Signature: 	Date: 6-13-25

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution # _____ Date: _____

Disposition of Property: ☐ Online Auction ☐ Sold for Scrap ☐ Disposed as Solid Waste

Listed for Online Auction on: _____ Date Sold: _____ Winning Bid Price: \$ _____

2002 Pierce Quantum HD Walk-Around Rescue

Specifications

- Pierce Quantum Cab and Chassis
- Seven (7) Person Seating
- 109,000 miles
- 8,682 hours

Drivetrain

- Detroit Series 60 475 HP Engine
- Allison 4060PR Transmission
- 52,500 GVWR

A/C Electrical

- Harrison 15KW Generator
- Two (2) Electric Cord Reels
- Six (6) Surface Mounted Quartz Scene Lights
- Will-Burt Light Tower

Body

- Walk Around Rescue Aluminum Body
- Five (5) Compartments Per Side
- Two (2) Under Body Cribbing Compartments Per Side
- Shelving and Tool Board Compliment
- Rollup Doors, Painted Finish
- Transverse L1/R1 and L2/R2 Compartments
- Cascade System
- SCBA Cylinder Fill Station
- Two (2) Hydraulic Reels
- Multiple Winch/Anchor Points

Dimensions

- Overall Height: 123"
- Overall Length: 451"
- Wheelbase: 224"

Electrical

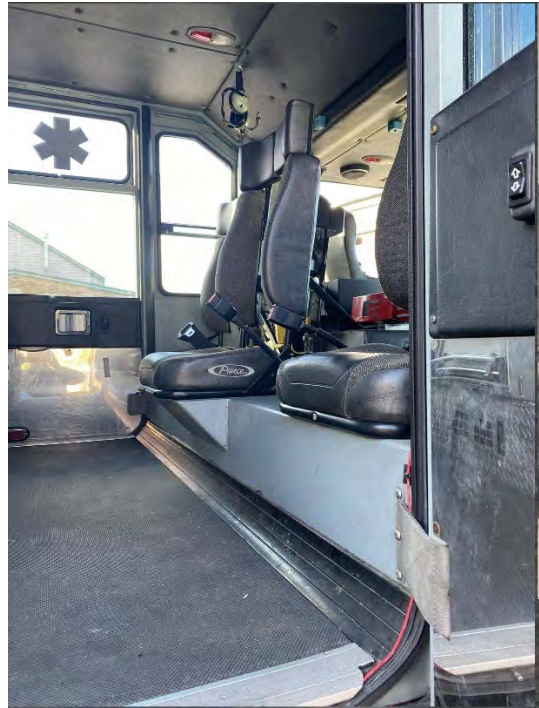
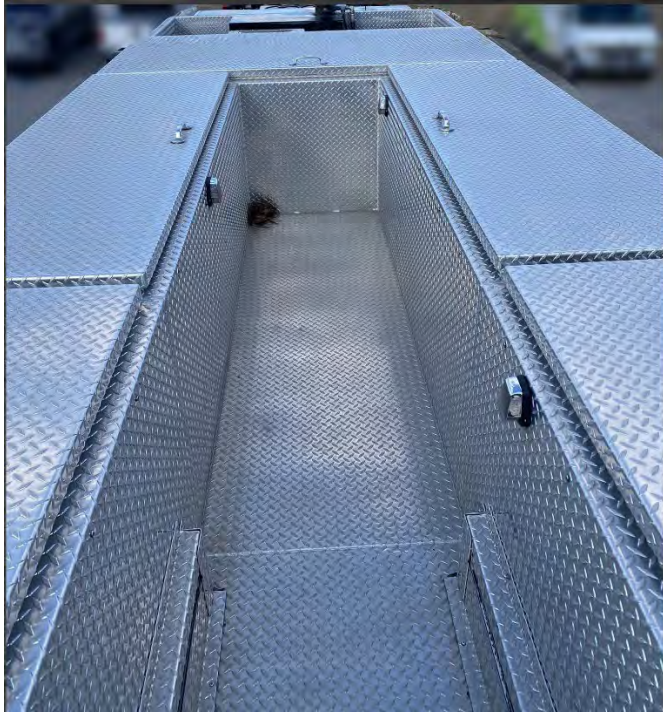
- Eight (8) Firetech
- Scene Lights
- Mars Light
- Federal Q2B
- LED Warning Lights

Equipment

- Portable Winch











ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: October 2, 2025

Item #: 15. **Resolution #2025-25** - A Resolution to Donate A Surplus Fire Department Heavy Rescue Truck to the Church Hill Volunteer Rescue Squad.

Department: Fire

Presented By: Ronny Beasley

Item Attachments: 1. Letter of Request
 2. Resolution #2025-25

Summary:

This resolution will approve the donation of a Quantum Rear Door Rescue with a 12" Raised Roof Truck to the Church Hill Volunteer Rescue Squad.

Background Information:

The heavy rescue truck has been approved by Resolution #2025-24 as surplus to the city's needs. If the truck had been sold on GovDeals, the vehicle could sell for \$9,000 or less. The city would not receive these funds if they were donated to the Church Hill Rescue Squad. The Volunteer Squad has a need for this item, and this donation would greatly help their department.

Financial Summary:

The city will not receive any revenues from the possible sale of this truck.

Staff Recommendation:

Staff recommends approval.



Church Hill Rescue Squad
351 W Main Blvd, Church Hill, Tennessee, 37642
Tel:423-226-3925 Email:churchhillrescuesquad@gmail.com



Chief Beasley & Board,

On behalf of the Church Hill Rescue Squad, I respectfully submit this request for the donation of La Vergne's 2002 Pierce Quantum HD Walk-Around Rescue apparatus.

Church Hill Rescue Squad, located in Northeast Tennessee, is a 100% volunteer rescue squad projected to respond to over 800 calls for service this year. Our mission is to provide lifesaving rescue & emergency services to our community while continually enhancing our capabilities to meet growing and diverse needs.

The addition of this apparatus would directly strengthen our operational readiness and support the establishment of the newly forming Hawkins County Special Operations Task Force. This unit will be a county-wide deployable asset, providing specialized response capabilities such as heavy rescue, technical rescue, and disaster response. The 2002 Pierce Quantum would become our primary heavy rescue and be specifically dedicated to Special Operations deployment.

Currently, our existing heavy rescue is a model from the 1990s and other fleet vehicles have experienced critical fleet issues over the past year. This donation would not only modernize our fleet but also provide the reliability necessary to support missions both locally and beyond. During our recent deployment to Hurricane Helene, this apparatus could have been a vital asset had it been available, ensuring greater safety and efficiency for our personnel and the communities we assisted.

This donation would have a lasting impact on both our agency and the community we serve. The Church Hill Rescue Squad will be forever grateful for your generosity, and the citizens of Hawkins County will directly benefit from the enhanced emergency response capabilities this apparatus will provide.

Respectfully,

Best Regards,

Chief Tim Coup,700

423-367-3839

RESOLUTION #2025-25

A RESOLUTION TO DONATE A SURPLUS FIRE DEPARTMENT HEAVY RESCUE TRUCK TO THE CHURCH HILL VOLUNTEER RESCUE SQUAD.

WHEREAS, the City of La Vergne owns a heavy rescue truck that has been used by, and are in the possession of the City of La Vergne Fire Department; and

WHEREAS, this item has been removed from service and pursuant to Resolution #2025-24, has been considered as surplus vehicle that is no longer needed by the City of La Vergne; and

WHEREAS, pursuant to TCA §12-3-1005, the City may by, resolution or ordinance of its governing body, establish a procedure for the disposition of its surplus personal property to other governmental entities, including, but not limited to, counties, municipalities, metropolitan governments, the state of Tennessee, the federal government, other states or their political subdivisions and the instrumentalities of any of the foregoing, by sale, gift, trade, or barter upon such terms as the governing body may authorize, without regard to any other provisions of law regarding the sale or disposition of used or surplus personal property; and

WHEREAS, it is the desire of the Board of Mayor and Aldermen to donate this heavy rescue truck to the Church Hill Volunteer Rescue Squad for their use; and

WHEREAS, it is in the best interest of the citizens of the City of La Vergne that said vehicle be donated to the Church Hill Volunteer Rescue Squad in the manner described herein.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Alderman of the City of La Vergne that the City Administrator be, and hereby is, granted authority, for and on behalf of the City of La Vergne, to execute the donation of this heavy rescue truck to the Church Hill Volunteer Rescue Squad pursuant to the authority granted to municipalities as set forth in TCA §12-3-1005.

RESOLVED this the 9th day of October, 2025.

By _____
Mayor

ATTEST

By _____
City Recorder



Board of Mayor and Aldermen

Meeting Date: October 2, 2025

Item Attachments: 1. Resolution #2025-27 - Land Acquisition Policy - Additional Tracts - Waldron Road Widening Project

Page 708 of 762

Financial Summary:

The previous Exhibit 1 documents for Phase One Batch One, Phase One Batch Two, and Phase Two Batch One showed a 'Total Compensation with Improvements' of \$2,247,465.00. This latest Exhibit 1 entitled 'Phase Two Final Batch' adds \$1,057,650.00.

In addition, negotiations for Tract 40 found that a new irrigation system had been missed in the original appraisal and the value was increased by \$7,550.

This creates a total value for all four batches of \$3,312,665.00.

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2025-27

A RESOLUTION TO APPROVE A LAND ACQUISITION POLICY FOR ADDITIONAL REAL PROPERTY INTERESTS NEEDED FOR THE SOUTH WALDRON ROAD WIDENING PROJECT.

WHEREAS, the City of La Vergne (hereinafter, "City"), has undertaken the widening of South Waldron Road from Interstate 24 to Rock Springs Road (hereinafter, "Project"); and

WHEREAS, the Board of Mayor and Aldermen approved a land acquisition policy for the property interests needed for this project at the March 4, 2025, April 1, 2025, and August 7, 2025 meetings; and

WHEREAS, the acquisition of additional interests in real property are needed for this project and have been identified and are described in Exhibit 1 of this resolution (the, "Real Property Interests"); and

WHEREAS, the City has retained JMT, Inc. (hereinafter, "JMT"), to perform the services described in its contract with the City which is attached hereto as Exhibit 2 of this resolution; and

WHEREAS, the City wishes to adopt a policy for the acquisition of these additional Real Property Interests.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of La Vergne that the policy set forth hereinbelow shall be the policy governing the acquisition of the right-of way and easements necessary for completion of the project.

1. To the extent this policy may conflict with any other land acquisition policy which the City may have previously adopted, this policy shall control with regard to the project identified herein.

2. To the extent that any portion of this policy may conflict with applicable state and/or federal law, regulations, rules and policies, said applicable state and/or federal law, regulations, rules and policies shall control.

3. JMT shall submit title opinion letters and proposed acquisition documents to the City Attorney's office for its review and approval before the acquisition documents are used to acquire the Real Property Interests.

4. To the extent required by contract or law, JMT shall submit title opinion letters and proposed acquisition documents to any and all state and/or federal officials required to receive the same.

5. JMT shall attempt to acquire the Real Property Interests from the parties

identified as having an interest in the same by offering up to an amount of ten percent (10%) over the appraised value of the Real Property Interests for a voluntary and timely transfer of the property within thirty (30) days of the offer.

6. In the event that JMT is unable to acquire Real Property Interests by the voluntary and timely transfer of the property within thirty (30) days of the offer, JMT shall notify the City Engineer and the City Attorney of the same, whereupon the City Attorney is hereby authorized to condemn the Real Property Interests by eminent domain.

7. This resolution shall take effect immediately, the public welfare requiring it.

RESOLVED this the 9th day of October, 2025.

CITY OF LA VERGNE, TENNESSEE

Jason Cole, Mayor

ATTEST:

Bruce E. Richardson, City Recorder

Exhibit 1**Waldron Road ROW - Phase 2 Final Batch**

Tract #	Property Owners	Tax Map	Property Address	Appraised Value	30-day 10% sign bonus	Total Amount Due Owner
96	MICHELLE L CRONKHITE	029G-C-001.00	101 Silver Birch Ln, La Vergne, TN 37086	\$43,950.00	\$4,395.00	\$48,345.00
97	JUAN FLORES & MARIA CAMPOS ARAUJO	029G-F-048.00	2101 Debbie Ln, La Vergne, TN 37086	\$32,900.00	\$3,290.00	\$36,190.00
103	TIMOTHY & MARY PATTERSON	029G-C-049.00	224 Rollingwood Ct, La Vergne, TN 37086	\$13,300.00	\$1,330.00	\$14,630.00
105	ISIDRA & TRINA REVELES	029G-F-006.00	3108 Debbie Ct, La Vergne, TN 37086	\$36,900.00	\$3,690.00	\$40,590.00
112	WILLIAM & PRISCILLA MOORE	029G-B-024.00	109 Ridgeview Ct, La Vergne, TN 37086	\$44,000.00	\$4,400.00	\$48,400.00
113	ANGELA D. FAULK	029G-B-025.00	107 Ridgeview Ct, La Vergne, TN 37086	\$49,750.00	\$4,975.00	\$54,725.00
114	SCOTT GROOM & PATRICIA MEEKS	029G-B-026.00	105 Ridgeview Ct, La Vergne, TN 37086	\$12,250.00	\$1,225.00	\$13,475.00
115	NASHVILLE EDGE HOLDCO, LLC	029-002.06	101 Kingsridge Dr, La Vergne, TN 37086	\$123,650.00	\$12,365.00	\$136,015.00
120	SOUTHWESTERN GREAT AMERICAN INC.	029-002.29	La Vergne, TN, 37086	\$19,050.00	\$1,905.00	\$20,955.00
121	CITY OF LAVERGNE	029-002.27	609 Waldron Rd, La Vergne, TN 37086	\$23,950.00	\$2,395.00	\$26,345.00
122	CITY OF LAVERGNE	029B-A-003.01	Waldron Rd, La Vergne, TN 37086	\$1,900.00	\$190.00	\$2,090.00
123	JUAN FRANCISCO ROMERO	029B-A-001.03	608 Waldron Rd, La Vergne, TN 37086	\$40,800.00	\$4,080.00	\$44,880.00
124	WALDRON ROAD LLC	029B-A-001.02	580 Waldron Rd, La Vergne, TN 37086	\$115,050.00	\$11,505.00	\$126,555.00
125	POTEETE PROPERTIES LLC	029-002.04	599 Waldron RD, La Vergne, TN 37086	\$119,900.00	\$11,990.00	\$131,890.00
126	PINE BARRON LLC	029-002.03	637 Waldron Rd, La Vergne, TN 37086	\$80,600.00	\$8,060.00	\$88,660.00
127	NANCY MASON REVOCABLE TRUST	029B-A-001.04	560 Waldron Rd, La Vergne, TN 37086	\$84,850.00	\$8,485.00	\$93,335.00
128	MBE, INC	029-002.07	112 Charter Place, La Vergne, TN 37086	\$70,500.00	\$7,050.00	\$77,550.00
129	THE H GROUP, LLC	029B-A-001.01	558 Waldron Rd, La Vergne, TN 37086	\$39,650.00	\$3,965.00	\$43,615.00
144	SIXTO PADRON FLORES & MARIA ELVIRA GALVIN HERNANDEZ	029G-B-015.00	115 Cedar Ridge Ct, La Vergne, TN 37086	\$8,550.00	\$855.00	\$9,405.00
Total Phase 2 Final Batch				\$961,500.00	\$96,150.00	\$1,057,650.00

Exhibit 2
City of La Vergne Tennessee
Professional Services Agreement

Section 1 - Scope

1.01 Overview

Consultant shall provide, either through own or contracted forces, the scope of services defined in Exhibit "A" of this agreement related to the project described as "Right-of-Way Acquisition Consulting for South Waldron Road Widening".

Section 2 - Compensation

2.01 Not to Exceed

The total contract amount shall not exceed one million four hundred seventy five thousand three hundred Dollars and zero Cents (\$1,475,300).

2.02- Basis of Compensation

- A. Consultant shall be compensated for work performed on a time and materials fee basis per the consultant's fee schedule, attached to this document as Exhibit "B".
- B. Consultant shall be compensated for material expenses such as printing, travel, etc. as shown in the consultant's fee schedule, attached to this document as Exhibit "B".
- C. Despite referencing the fee schedule, no payment beyond the amount shown in Section 2.01.A will be authorized without an approved change order from the City.
- D. Consultant is responsible for all compensation to sub-contracted firms and individuals, according to the scope of services and fee schedules shown in exhibits "A" and "B" respectively.

2.03- Change Orders

- A. The not to exceed price may only be modified by a change order approved by the City Board of Mayor and Aldermen.
- B. Change orders will only be considered after notification by the Contractor that an increase in the cost ceiling will be required in such cases where the scope changes due to request by the City, project conditions, or significant variation from the needed services is encountered.
- C. Change order pricing will be calculated at the rates shown in Exhibit "B" fee schedule.
- D. Change orders will be negotiated by City staff and the Consultant to provide an equitable resolution consistent with the project intent.
- E. The City is not obligated to accept change orders and services provided outside the scope of the Contract and previously approved change orders will be done at risk to the Consultant.

Section 3 - Schedule

3.01- Schedule

- A. Consultant shall provide to the City a schedule of the services to be performed hereto attached as Exhibit "C"
- B. The Contract duration is for 730 calendar days with an anticipated date of completion of 31 December 2026.
- C. Contract duration shall begin on the date that Notice to Proceed is issued by the City to the consultant
- D. The Contract duration and schedule may be modified by mutual agreement by both the City and Consultant if there is no change in the contract amount. Agreement is to be documented with a change order signed by the City's project manager and an authorized employee of the Consultant.
- E. If the Contract duration and schedule change results in a change in the contract amount, Consultant must seek a change order pursuant to section 2.03.

3.02 - Notice to Proceed

- A. A Notice to Proceed will be issued by the City project manager after the contract is executed by both the City and the Consultant
- B. Prior to Notice to Proceed, Consultant attend a meeting with the City and the City's Design Engineer to discuss dates of availability of legal descriptions and legal exhibits
- C. Notice to proceed date will be determined based on the dates of availability of legal descriptions and legal exhibits which will be provided by the city
- D. Other than preparing for and attending the meeting described in item 3.02 B above, Services provided prior to the notice to proceed will be done at risk to the Consultant

Section 4 - Payment

4.01 - Invoices

- A. Consultant shall prepare and submit invoices to the City project manager on a monthly basis beginning on the first full calendar month after notice to proceed is issued, a copy will also be sent to the City finance department as well.
- B. Invoices will include the following:
 - 1. Project Name
 - 2. Name, address, contact number, and email for consultant
 - 3. Not to exceed amount, adjusted for change orders
 - 4. Cumulative paid
 - 5. Current Billing
 - 6. Percent complete per task as described in exhibit "B"
 - 7. Invoice date
 - 8. Signature block for Consultant project manager

9. Signature block for City project manager
10. One page work summary narrative that outlines progress, project needs, deliverables, schedule updates, and other relevant information

4.03- Payment

- A. City will pay approved invoices within thirty (30) days of receipt
- B. Invoices more than thirty (30) days past due may have finance fee of 1% applied, fee must be included on new invoice documenting past due status, and fee will not count against the not to exceed amount shown in 2.01.A.
- C. Payment for services/materials rendered does not constitute complete acceptance of work performed, only acknowledgement that work was performed on the City's behalf
- D. If City fails to pay within sixty (60) days of invoice receipt the Consultant may suspend services until past due balances are paid
- E. Payment will not be subject to discount unless approved by both the City and the Consultant

4.04 Disputed Invoices

- A. If for any reason the City disputes an invoice, the City will notify the Consultant within fourteen (14) calendar days by email or letter stating the disputed items and amounts
- B. The City will pay non-disputed invoiced amounts in accordance with section 4.03

Section 5 - Consultants Responsibilities

5.01- Standard of Care

- A. Consultant will provide services in accordance with established precedent, procedure, and professional judgment in accordance with the standard of care and skill exercised by their profession performing its services with that degree of care skill exercised by similar professionals performing similar services at the same time and in the same locale.
- B. Consultant will act in a professional manner while undertaking work upon the City's behalf
- C. Consultant will communicate frankly and honestly with City staff and elected officials
- D. Consultant will not hold the City responsible for the technical accuracy of Consultant deliverable, Consultant will correct deficiencies in technical accuracy without additional compensation

5.02- Work by Others

- A. Consultant will hold all sub-consultants, contractors, and manufacturers to the same standard to which they are held, and will be accountable for their conduct and deliverables

- B. Consultant may rely upon the services performed by others as ordinarily or customarily furnished, however this will not relieve the consultant of their responsibilities regarding technical accuracy and professional conduct

5.03- Compliance

- A. Consultant will comply with applicable local, state, and federal laws in regards to the performance of this Agreement
- B. Consultant will comply with any and all policies, procedures, and instructions from the City that are applicable to the Consultant's performance under this agreement to the extent that compliance does not violate the standard of care, any local, state, or federal law, and the standards of professional practice

Section 6- City's Responsibilities

6.01-Project Manager

- A. City will provide a project manager whom will act as the City's representative in regards to the Agreement. The project manager for this project will be the City of La Vergne Stormwater Coordinator.
- B. The City project manager will assist in scheduling required meetings with staff and elected officials
- C. The City project manager will review invoices, project submittals, and provide timely feedback
- D. The City project manager will work with the Consultant to arrange access necessary for the advancement of work, such as site visits, city databases, and records to which the city has existing arrangements to utilize

6.02- Information

- A. City will furnish any reasonably available information regarding the services provided in a timely manner when requested by the Consultant
- B. City will provide any policies, procedures, design requirements, or instructions necessary for the work in a timely manner

6.03- Compliance

- A. City will comply with applicable local, state, and federal laws and regulations

Section 7- Work Products

7.01- Deliverables

- A. Any study, report, plan, specification, design, map, or other project deliverable both in hard copy and digital formats shall be the property of the City. Any reuse of such documents by City or others on any project other than the project which is the subject

of this Agreement is not advised and shall be done without warranty, representation, or liability to any extent whatsoever on the part of Consultant.

- B. The City may share as necessary any project deliverable as required by the Freedom of Information Act if requested through proper channels
- C. Consultant may re-use, duplicate, modify, or share work products upon completion unless the sharing of work products presents a security or safety hazard to the City

Section 8- Insurance

8.01- Requirements

- A. Consultant will maintain insurance coverage with the following minimum limits
 - 1. Commercial General Liability with standard ISO coverage, two million dollars (\$2,000,000) aggregate and one million dollars (\$1,000,000) per occurrence
 - 2. Automobile Liability Insurance with standard ISO coverage and combined single limits of one million dollars (\$1,000,000)
 - 3. Worker's Compensation Insurance with limits as required by statute and Employer's Liability insurance with limits of five hundred thousand dollars (\$500,000) per employee for bodily injury by accident, five hundred thousand dollars (\$500,000) per employee for bodily injury by disease, and five hundred thousand dollars (\$500,000) policy limit for disease
 - 4. Professional Liability Insurance covering Consultant's negligent acts, errors, or omissions in performance of professional services with available limits of two million dollars (\$2,000,000) per claim and annual aggregate

8.02- Proof of Coverage

Consultant will provide certificate(s) of insurance attached to this Agreement as Exhibit "D" showing policy limits as described in 8.01.A of this Agreement

8.03- Coverage of the City

Consultant will have the City endorsed as an additional insured party to the Consultants commercial general liability policy, which shall be primary and noncontributory

Section 9- Indemnification

9.01- Consultant Obligation

Consultant will, to the fullest extent permitted by law, indemnify and hold harmless the City, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by Consultants negligent act, error, or omission in their performance of professional services and the scope included in Exhibit "A" of this agreement

Section 10- Termination and Suspension

10.01- Suspension

- A. The City may suspend the work specified in this Agreement for up to ninety (90) days upon providing fourteen (14) calendar day notice to the Consultant
- B. The Consultant may suspend work if the City fails to pay for invoiced services pursuant to section 4.03.D of this agreement

10.02- Termination for Cause

- A. Either the City or the Consultant may terminate the Agreement for cause with thirty (30) days written notice in the event of substantial failure by either party to perform in accordance with the terms of the Agreement through no fault of the terminating party
- B. The City may terminate the Agreement for cause with seven (7) days' notice in the event that the Consultant has performed an illegal, unethical, or negligent act that significantly impacts the ability of the City and Consultant to continue work together in good faith

10.03- Termination for Convenience

The City may unilaterally terminate the Agreement with or without cause with thirty (30) days' notice

10.04- Payment following termination

- A. Necessary work to demobilize, consolidate, summarize, or deliver project deliverables following termination may be invoiced to the City
- B. All work previously completed in accordance with the scope shown in Exhibit "A" or under an approved change order may be invoiced and will be paid pursuant to section 4.03
- C. The final invoice following termination, hereinafter referred to as the "termination invoice" shall be provided no later than forty-five (45) days following receipt of the termination notice by either party
- D. The termination invoice shall follow the rate schedule shown in Exhibit "B"

Section 11- Controlling Law and Dispute Resolution

11.01- Remedies.

In the event of any breach of this Agreement, the parties shall have all rights and remedies available under applicable law, whether at law or in equity, including without limitation the right to seek specific performance of the obligations under this Agreement, and the right to seek monetary damages. No remedy or election hereunder shall be deemed exclusive, but shall, wherever possible, be cumulative with all other remedies at law or in equity. The election of any one or more remedies

by either party shall not constitute a waiver of the right to pursue other available remedies.

11.02- Governing Law, Jurisdiction and Venue.

This Agreement shall be governed by, and construed in accordance with, the laws of the state of Tennessee, excluding its conflict of law principles. Any legal action or proceeding with respect to this Agreement shall be brought in either the Circuit or Chancery Court of Tennessee for Rutherford County at Murfreesboro and, by execution of this Agreement, each party irrevocably submits to and accepts the jurisdiction of these courts in any legal action or proceedings. Each party also irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of venue of any legal action or proceedings brought in any such court and any claim that any action or proceeding brought in such a court has been brought in an inconvenient forum.

Section 12- Assignment, Bind Effect, Severability

12.01- Assignment

Neither party to this Agreement may assign its duties, interests, rights, benefits and/or obligations under this Agreement, in whole or in part, without the other party's prior written consent

12.01- Binding Effect

City and Consultant are hereby bound and the successors, executors, administrators, and legal representatives of both parties are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assignees) of such other party, in respect of all covenants, agreements, and obligations of this Agreement

12.02- Severability

If any Section or provision of this Agreement is held to be invalid or void, the other Sections and provisions of this agreement shall remain in full force and effect to the greatest extent possible and all remaining sections or provisions construed so that they are as consistent with both parties' intents as possible

Section 13- Force Majeure

13.01- Force Majeure

Either party of this agreement shall be excused from any delays and/or failures in performance to the terms of this Agreement that arise from events beyond the reasonable control of either party, including but not limited to Acts of God, Forces of Nature, Civil Riot or Unrest, Unforeseen Governmental Action, Terrorism. Affected

party will attempt to remedy to the extent possible said failures or delays and recommence under the terms of this agreement within a reasonable time of such remedy.

Section 14- Entire Agreement and Amendment

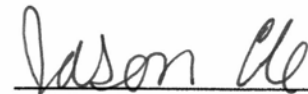
14.01- Entire Agreement

- A. This Agreement and the exhibits named herein represent the entire agreement between the City and the Consultant and supersede all prior negotiations, understandings, or agreements
- B. In the event of a discrepancy between this agreement and the exhibits or appendices attached hereto, then the agreement shall govern

14.02- Amendment

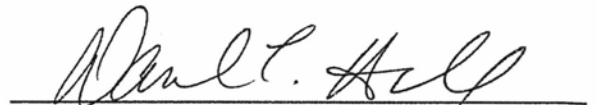
- A. Any amendment to this Agreement must be made in writing and signed by all parties prior to the performance of any terms or conditions contained in said amendment
- B. This agreement cannot be modified through a change order or contract modification unless the Section of this agreement being modified is clearly called out with the full narrative of the portion being modified provided with both the existing and proposed wording

The undersigned have duly executed and delivered this Agreement, and hereby declare that they have read, understand, and agree to each and every term, condition and covenant contained in this agreement and in any document incorporated by reference.



City of La Vergne

By: Jason Cole
Mayor



JMT - Johnson, Mirmiran & Thompson, Inc.

By: DAN L. HALL
SENIOR VICE PRESIDENT

EXHIBIT A
SCOPE OF SERVICES



August 19, 2024

Gary Lide, PE
Director of Engineering
City of La Vergne
Engineering Department
5175 Murfreesboro Road
La Vergne, TN 37086

**Re: Waldron Road Widening Project
Right-of-Way Acquisition Scope of Services**

Dear Gary:

Johnson, Mirmiran & Thompson, Inc. (JMT) is pleased to submit this scope of work and fee estimate for the Right-of-Way Acquisition of the Waldron Road Widening Project within the City of LaVergne, Tennessee.

Right-of-Way Acquisition Scope of Services

We will provide the manpower and management to help perform the right-of-way (ROW) acquisition services for the widening of Waldron Road, a locally funded project. This will include coordination with the City, title reports, appraisals, negotiations, closings, and file management. All acquisition services will conform with the Uniform Act. The following acquisition services will be provided for 124 tracts broken into three phases (see attached spreadsheet for breakdown of tracts):

Titles and Closings

- We are pleased to utilize Brenda Lehman for the title reports and deed recordings and closings.

Appraisals

- We will utilize Boozer & Company, P.C., and his well-established appraisal firm for the appraisals.
- We have determined that a Market Data Brochure is not necessary since there are no Nominal Payment Parcels (NPPs) and the market data will require updating constantly given the size and length of the project.
- Appraisal reports for property owners with multiple tracts will be provided at the same time to expedite negotiations.
- Appraisals will be completed in batches of 10-15 per batch.

Land Acquisition Document

- Upon completion of appraisals, a land acquisition document will be completed for the purposes of identifying amount due owner for City approval as well as offer documentation. Due to time sensitivity, these land acquisition documents will be submitted in batches of 10-15 tracts at a time. This is the only possible way to complete this high number of tracts.

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- Once the land acquisition document is approved/executed by the City, JMT will be ready to make the offers.

Negotiations

- It is assumed that the City and Ragan-Smith will be responsible for the staking for ROW appraisals and negotiations.
- The City will provide JMT a copy of the plan set for each tract, which contains a property map and acquisition table and individual easement exhibits and legal descriptions for each tract (not yet received). These files will be updated periodically throughout the project by the City.
- Upon receipt of Title Reports, JMT will send Notice of Proposed Acquisition letters to property owners.
- JMT will follow all current guidelines when meeting and negotiating with property owners. We will meet with property owners no more than three (3) times and make contact via trackable shipping and phone/email as needed. JMT will perform due diligence to contact each property owner. Should all resources be exhausted, the City will assist in finding contact info for unfound property owners.
- JMT will negotiate ROW and easements as shown in the most-current plan set.
- JMT will use standard forms with City titles for all letters, forms, and negotiations with property owners.
- We will allow a 30-day negotiation period. We will offer a 10% bonus to all owners who are willing to agree and sign within that 30-day period. Any negotiations that exceed 30 days will be sent to condemnation.
- It is assumed, based on our review of the plans and parcels, none of these tracts will fall under NPP.

Relocation/Misc Move Scope of Services

We understand this project will likely include miscellaneous moves and salvage value items. We will provide the manpower and management to help perform any move services or retention of salvage items, which will include coordination with the City, negotiations, and file management. All acquisition services will conform with the Uniform Act for ROW acquisition. This proposal is based on the assumption only miscellaneous moves will be included and no relocations will be necessary.

Project and File Management

- JMT will maintain frequent communication and coordination with the City's Project Manager, appraiser, attorneys, and other team members by phone and email as appropriate.
- Coordination meetings with the ROW team and the City will be provided on a monthly basis during the active acquisition process.
- JMT will submit regular progress reports to Project Manager. These updates will include a link to a shareable interactive tool for progress on each tract.
- JMT will maintain electronic files of all necessary and proper files, according to the Uniform Act. Upon completion of the project, these files will be given to the City for their use/verification purposes.

Schedule

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- The JMT team understands the time sensitivity of this project. From the Notice to Proceed for ROW Acquisition, we expect to complete the ROW Acquisition for Phase 1 within 12 months, Phase 2 within 18 months, and Phase 3 within 24 months.

Project Fee

The fee to manage the ROW acquisition services for the Waldron Road Widening Project will be \$1,475,300. This is a not-to-exceed lump sum fee and will be invoiced on a monthly basis as work is completed. The monthly invoice to the City will include JMT's fees and all subcontractor's fees as one invoice. The breakdown is as follows:

- Brenda Lehman's title fee will be \$186,000, which includes the initial Title Search, and/or any Title Updates, copies, and electronic & overnight delivery fees.
- Boozer & Company, P.C.'s appraisal fee will be \$510,500.
- JMT's fee to conduct ROW negotiations and acquisitions and manage the ROW acquisition services will be \$678,500.
- Brenda Lehman's closing services fee is \$100,300, which includes disbursement of Funds, document preparation, Recording fees, e-filing fees, courier/overnight shipping & handling fees, and notary fees.

If unforeseen changes require the on-going negotiations process to be restarted or revised significantly, JMT will immediately notify the City of the change. Any subsequent changes to the appraisals or additional negotiations due to changes by the City and/or roadway plan that require restart of negotiations will be additional scope and fee.

Assumptions

- Title reports and appraisals will be provided for the City-owned Tract 4, Tract 121, and Tract 122. But negotiations and closings will not be provided for these three tracts.
- Tract 44, Tract 45, and Tract 46 are contiguous with the same owner and will be combined into one appraisal and offer. Tract 84 and Tract 85 are contiguous with the same owner and will be combined into one appraisal and offer. These combined tracts will also be closed with one closing.
- For the combined tracts, one appraisal will be provided. Also, these combined tracts will be negotiated as one report/tract. Closings will also be done as one report/tract. Only title reports will be separate for each of the individual 124 tracts.
- Due to complexity and potential mortgage holds, all tracts will have an appraisal – no NPP's.
- It is assumed there will be no relocations. JMT's fee for any relocation services will require a supplement.
- JMT will submit one land acquisition document per batch to be approved/executed. Due to time sensitivity, these packages will be submitted in batches of 10-15 at a time. This is the only possible way to successfully accomplish this high number of tracts.
- Any Lender fees, such as but not limited to application fees, processing fees or appraisal fees, required to obtain approval for a Consent to Easement or Partial Release on a tract will be paid by the City. The funds will be forwarded immediately to Attorney upon request to maintain a timely work flow on the project.

Personnel

JMT personnel assigned to the ROW acquisition phase of this project are well versed in Uniform Act ROW acquisition and have all worked together to provide acquisition services for TDOT and municipal projects. They are all TDOT-approved. Upon NTP, JMT will provide all contact information for myself as the project manager as well as a deputy project manager who will also be JMT staff.

JMT appreciates the opportunity to submit this scope of services and proposed fee. If you have any questions, please feel free to contact me. We look forward to working with you on this significant and urgent project for the City of LaVergne.

Sincerely,



Dyan C. Damron, PE, PTP
Senior Associate | Section Head Traffic & ROW
JMT - Johnson, Mirmiran & Thompson, Inc.

SOUTH WALDRON ROAD ROW - LAVERGNE, TN

Phase One							
Tract	Current Use	Site Size	Title Report	Appraisal	Negotiations	Closing	Notes
3	House/Residential	11 ac	Y	FPA	Y	Y	Minor acq.
4	City Owned	1,450 SF	Y	FPA	N	N	Minor acq.
5	House/Residential	1.152	Y	FPA	Y	Y	Minor acq.
6	House/Residential	8.124	Y	FPA	Y	Y	Minor acq.
7	House/Residential	5.505	Y	FPA	Y	Y	Minor acq.
8	House/Residential	0.696	Y	FPA	Y	Y	Minor acq.
9	House/Residential	4.788	Y	FPA	Y	Y	Minor acq.
10	House/Residential	0.772	Y	FPA	Y	Y	Minor acq.
11	House/Residential	0.52	Y	FPA	Y	Y	Minor acq.
12	House/Residential	0.484	Y	FPA	Y	Y	Minor acq.
13	House/Residential	4.598	Y	FPA	Y	Y	Minor acq.
14	House/Residential	0.371	Y	FPA	Y	Y	Minor acq.
15	House/Residential	0.349	Y	FPA	Y	Y	Minor acq.
16	House/Residential	0.398	Y	FPA	Y	Y	Minor acq.
17	House/Residential	0.375	Y	FPA	Y	Y	Minor acq.
18	House/Residential	0.358	Y	FPA	Y	Y	Minor acq.
19	House/Residential	0.346	Y	FPA	Y	Y	Minor acq.
20	House/Residential	3.911	Y	FPA	Y	Y	Minor acq.
22	House/Residential	0.334	Y	FPA	Y	Y	Minor acq.
23	House/Residential	0.35	Y	FPA	Y	Y	Minor acq.
24	House/Residential	0.352	Y	FPA	Y	Y	Minor acq.
25	House/Residential	9.942	Y	FPA	Y	Y	Minor acq.
26	House/Residential	0.457	Y	FPA	Y	Y	Minor acq.
27	House/Residential	0.369	Y	FPA	Y	Y	Minor acq.
28	House/Residential	0.478	Y	FPA	Y	Y	Minor acq.
29	House/Residential	6.381	Y	FPA	Y	Y	Minor acq.
30	House/Residential	7.864	Y	FPA	Y	Y	Minor acq.
31	House/Residential	1.498	Y	FPA	Y	Y	Minor acq.
32	House/Residential	0.967	Y	Formal	Y	Y	Possible proximity damage
33	House/Residential	3.201	Y	Formal	Y	Y	Possible proximity damage
34	House/Residential	7.783	Y	FPA	Y	Y	Minor acq.
35	House/Residential	1.916	Y	Formal	Y	Y	Possible proximity damage
37	School	33.848	Y	FPA	Y	Y	Minor acq.
38	Vacant Residential	11.232	Y	Vacant Formal	Y	Y	Minor acq.
39	House/Residential	0.68	Y	FPA	Y	Y	Minor acq.
40	House/Residential	2.205	Y	FPA	Y	Y	Minor acq.
41	House/Residential	4.635	Y	FPA	Y	Y	Minor acq.
42	House/Residential	11.99	Y	Formal	Y	Y	Possible proximity damage
43	House/Residential	0.359	Y	Formal	Y	Y	Possible proximity damage
44*	Vacant Residential	18.746	Y	Vacant Formal	Y	Y	Minor acq.
45*	Vacant Residential	13.939	Y	Vacant Formal	N	N	Minor acq.
46*	Vacant Residential	21.889	Y	Vacant Formal	N	N	Minor acq.
51	House/Residential	0.7	Y	FPA	Y	Y	Minor acq.
52	House/Residential	0.648	Y	FPA	Y	Y	Minor acq.
130	House/Residential	296	Y	FPA	Y	Y	Minor acq.
131	Vacant Lot	1	Y	Vacant Formal	Y	Y	Minor acq.
46			46	44	43	43	

Total - Phase One

*Tracts 44, 45, & 46 can be combined into one "Larger Parcel"

Phase Two

Tract	Current Use	Site Size	Title Report	Appraisal	Negotiations	Closing	Notes
94	House/Residential	0.316	Y	FPA	Y	Y	Minor acq.
95	House/Residential	0.321	Y	FPA	Y	Y	Minor acq.
96	House/Residential	0.356	Y	FPA	Y	Y	Minor acq.
97	House/Residential	0.628	Y	FPA	Y	Y	Minor acq.
98	House/Residential	0.301	Y	FPA	Y	Y	Minor acq.
99	House/Residential	0.352	Y	FPA	Y	Y	Minor acq.
100	House/Residential	0.348	Y	FPA	Y	Y	Minor acq.
101	House/Residential	0.272	Y	FPA	Y	Y	Minor acq.
102	House/Residential	0.289	Y	FPA	Y	Y	Minor acq.
103	House/Residential	0.26	Y	FPA	Y	Y	Minor acq.
104	House/Residential	0.358	Y	FPA	Y	Y	Minor acq.
105	House/Residential	0.346	Y	FPA	Y	Y	Minor acq.
106	House/Residential	0.28	Y	FPA	Y	Y	Minor acq.
107	House/Residential	0.323	Y	FPA	Y	Y	Minor acq.
108	House/Residential	0.256	Y	FPA	Y	Y	Minor acq.
109	House/Residential	0.397	Y	FPA	Y	Y	Minor acq.
110	House/Residential	0.299	Y	FPA	Y	Y	Minor acq.
111	House/Residential	0.314	Y	FPA	Y	Y	Minor acq.
112	House/Residential	0.26	Y	FPA	Y	Y	Minor acq.
113	house/Residential	0.266	Y	FPA	Y	Y	Minor acq.
114	House/Residential	0.389	Y	FPA	Y	Y	Minor acq.
115	Apartment	4.649	Y	FPA	Y	Y	Minor acq.
116	House/Residential	0.368	Y	FPA	Y	Y	Minor acq.
117	House/Residential	0.241	Y	FPA	Y	Y	Minor acq.
119	House/Residential	0.256	Y	FPA	Y	Y	Minor acq.
120	Vacant Industrial	2.378	Y	Vacant Formal	Y	Y	Minor acq.
121	City Owned Fire Sta	0.992	Y	FPA	N	N	Minor acq.
122	City Owned	3,743 SF	Y	Vacant Formal	N	N	Minor acq.
123	Car Wash	0.366	Y	FPA	Y	Y	Minor acq.
124	Mini Storage	1.63	Y	FPA	Y	Y	Minor acq.
125	Retail Strip Center	2.1	Y	Formal	Y	Y	Loss of Parking
126	Industrial Storage	2.42	Y	FPA	Y	Y	Minor acq.
127	Retail Strip Center	1.15	Y	Formal	Y	Y	Loss of Parking
128	Dollar General	2.05	Y	FPA	Y	Y	Minor acq.
129	Mapco	0.7	Y	FPA	Y	Y	Minor acq.
134	House/Residential	0.47	Y	FPA	Y	Y	Minor acq.
135	House/Residential	0.24	Y	FPA	Y	Y	Minor acq.
136	House/Residential	0.37	Y	FPA	Y	Y	Minor acq.
141	House/Residential	0.44	Y	FPA	Y	Y	Minor acq.
142	House/Residential	0.35	Y	FPA	Y	Y	Minor acq.
144	House/Residential	0.31	Y	FPA	Y	Y	Minor acq.
41			41	41	39	39	

Total - Phase Two

Phase Three

Tract	Current Use	Site Size	Title Report	Appraisal	Negotiations	Closing	Notes
57	House/Residential	4.156	Y	FPA	Y	Y	Minor acq.
58	House/Residential	0.677	Y	FPA	Y	Y	Minor acq.
59	House/Residential	0.681	Y	FPA	Y	Y	Minor acq.
60	House/Residential	0.663	Y	FPA	Y	Y	Minor acq.
61	House/Residential	0.688	Y	FPA	Y	Y	Minor acq.
62	Vacant Residential	7.808	Y	Vacant Formal	Y	Y	Minor acq.
63	House/Residential	3.514	Y	FPA	Y	Y	Minor acq.
64	House/Residential	0.688	Y	FPA	Y	Y	Minor acq.
65	Vacant Residential	0.83	Y	Vacant Formal	Y	Y	Minor acq.
66	House/Residential	0.675	Y	FPA	Y	Y	Minor acq.
67	House/Residential	0.713	Y	FPA	Y	Y	Minor acq.
68	House/Residential	0.753	Y	FPA	Y	Y	Minor acq.
69	House/Residential	0.622	Y	FPA	Y	Y	Minor acq.
70	Vacant Residential	5.917	Y	Vacant Formal	Y	Y	Minor acq.
71	House/Residential	2.843	Y	FPA	Y	Y	Minor acq.
72	House/Residential	1.071	Y	Formal	Y	Y	Possible proximity damage
73	House/Residential	0.69	Y	FPA	Y	Y	Minor acq.
74	House/Residential	8.81	Y	FPA	Y	Y	Minor acq.
75	House/Residential	0.686	Y	FPA	Y	Y	Minor acq.
76	House/Residential	0.69	Y	FPA	Y	Y	Minor acq.
77	Vacant Residential	2.303	Y	FPA	Y	Y	Minor acq.
78	House/Residential	0.652	Y	FPA	Y	Y	Minor acq.
79	House/Residential	0.616	Y	FPA	Y	Y	Minor acq.
80	House/Residential	2.351	Y	FPA	Y	Y	Minor acq.
81	House/Residential	0.622	Y	FPA	Y	Y	Minor acq.
82	Vacant Residential	122.437	Y	Vacant Formal	Y	Y	Minor acq.
83	House/Residential	5.539	Y	FPA	Y	Y	Minor acq.
84*	House/Residential	2.777	Y	FPA	Y	Y	Minor acq.
85*	Vacant Residential	7.755	Y	FPA	N	N	Minor acq.
86	House/Residential	0.397	Y	FPA	Y	Y	Minor acq.
87	House/Residential	0.433	Y	FPA	Y	Y	Minor acq.
88	House/Residential	0.337	Y	FPA	Y	Y	Minor acq.
89	House/Residential	0.344	Y	FPA	Y	Y	Minor acq.
90	House/Residential	0.23	Y	FPA	Y	Y	Minor acq.
91	House/Residential	0.296	Y	FPA	Y	Y	Minor acq.
92	House/Residential	0.551	Y	FPA	Y	Y	Minor acq.
93	House/Residential	0.234	Y	FPA	Y	Y	Minor acq.
37			37	36	36	36	

Total - Phase Three

*Tracts 84 & 85 can be combined into one "Larger Parcel"

EXHIBIT B

CONSULTANT'S FEE SCHEDULE

JMT
750 Old Hickory Blvd, Suite 1-120, Brentwood, TN 37027

Johnson, Mirmiran & Thompson, (JMT) will provide professional engineering services at an hourly rate for each classification as follows:

<u>Job Classification</u>	<u>Hourly Rate</u>
Principal	\$250.00
Senior Project Manager II	\$220.00
Senior Project Manager I	\$205.00
Project Manager II	\$185.00
Project Manager I	\$160.00
Senior Licensed Design Professional	\$175.00
Licensed Professional II	\$150.00
Licensed Professional I	\$125.00
Construction Engineer II	\$140.00
Construction Engineer I	\$115.00
Graduate Engineer (EIT)	\$110.00
Senior Designer II	\$165.00
Senior Designer I	\$135.00
CADD Technician IV	\$110.00
CADD Technician III	\$95.00
CADD Technician II	\$80.00
CADD Technician I	\$65.00
CEI Technician IV	\$120.00
CEI Technician III	\$100.00
CEI Technician II	\$85.00
CEI Technician I	\$65.00
Clerical Administration II	\$80.00
Clerical Administration I	\$65.00
ROW Agent III	\$145.00
ROW Agent II	\$105.00
ROW Agent I	\$90.00
Survey Party (3-Man or 2-man w/Robotic or GPS)	\$225.00
Survey Party (2-man)	\$165.00
Survey Party (1-man w/Robotic or GPS)	\$110.00
Conductive Locator (1-Man)	\$115.00
Ground Penetrating Radar (1-Man)	\$135.00
Vacuum Excavation (2-Man)	\$290.00

The above rates would be full compensation, including fringe benefits and overhead items for each hour worked by an employee; except the following expenses properly chargeable to the project, which would be reimbursed at cost:

- 1) Printing, reproduction, photography or special material for said project.
- 2) Travel expenses outside of the Middle TN area.
- 3) Other consultant fees as approved by the Owner.

EXHIBIT C

TIME SCHEDULE

The JMT team understands the time sensitivity of this project. From the Notice to Proceed for ROW Acquisition, we expect to complete the ROW Acquisition for Phase 1 within 12 months, Phase 2 within 18 months, and Phase 3 within 24 months.

EXHIBIT D

CONSULTANT'S CERTIFICATE OF INSURANCE

To be provided upon NTP – JMT will meet requirements set forth in this contract.



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: October 2, 2025

Item #: 17. **Resolution #2025-27** - A Resolution Authorizing the City of La Vergne to Participate in the Public Entity Partners Judy Housley Safety Partners Matching Grant Program.

Department: Human Resources

Presented By: Andrew Patton

Item Attachments: 1. Resolution #2025-27

Summary:

Approval is requested for a **Resolution authorizing the City of La Vergne to participate in the Judy Housley Safety Partners Grant Program** offered by Public Entity Partners. This matching-grant program provides funding for the purchase of safety and loss prevention equipment or training designed to reduce work-related injuries and accidents among City employees.

Background Information:

The Judy Housley Safety Partners Grant reimburses **50% of eligible expenditures** for approved safety-related purchases or employee training. Eligible items include personal protective equipment (PPE), bulletproof vests, work zone and confined space safety equipment, first aid supplies, turnout gear, trench boxes, and employee safety education or CPR training. The city has been awarded up to \$750 that will be used for QuikClot Gauze, CAT Tourniquets and CAT Tourniquet holders for the Police Department.

Financial Summary:

This is a **50/50 matching grant**. Public Entity Partners will reimburse the City for **up to 50% of approved safety-related expenditures**, with the maximum award determined by the

City's earned workers' compensation premium for the prior fiscal year. Funding for the City's share of project costs is available in the current fiscal year budget. No additional appropriation is required. This year's purchase must be over \$1,500 in order to receive the \$750 grant.

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2025-27

A RESOLUTION AUTHORIZING THE CITY OF LA VERGNE TO PARTICIPATE IN THE PUBLIC ENTITY PARTNERS JUDY HOUSLEY SAFETY PARTNERS MATCHING GRANT PROGRAM.

WHEREAS, the safety and well-being of the employees of the City of La Vergne is of the greatest importance; and

WHEREAS, all efforts shall be made to provide a safe and hazard-free workplace to the City of La Vergne employees; and

WHEREAS, Public Entity Partners seeks to encourage the establishment of a safe workplace by offering the Judy Housley Safety Partners Matching Grant Program; and

WHEREAS, the City of La Vergne now seeks to participate in this important program.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of the City of La Vergne the following:

SECTION 1. That the City of La Vergne is hereby authorized to submit an application for the Judy Housley Safety Partners Matching Grant Program through Public Entity Partners.

SECTION 2. That the City of La Vergne is further authorized to provide a matching sum to serve as a match for any monies provided by this grant.

RESOLVED this 9th day of October, 2025.

Mayor

ATTEST:

City Recorder

Safety Partners Grant
PE Partners Judy Housley Safety Partners Grant APPLICATION

Application Date:	7/10/2025 1:12:40 PM
Participant city (or Agency) Name:	La Vergne
P.O. Box Address or Street:	5093 Murfreesboro Road
City:	La Vergne
Zip Code:	37086
Contact Person:	Leah Presley
Contact Person - Title:	Sr. HR Specialist and Safety Coordinator
Contact Person - Telephone:	615-405-5930
Contact Person - Email:	lpresley@laveragnetn.gov
No of Full Time Employees in City/Agency	274
No. Employees Affected by this Purchase:	274
City/Agency Desires to Purchase the Following:	First Aid cabinets with content all departments PPE all safety sensitive departments Bulletproof vests police Footwear all safety sensitive departments Signage for first aid kits eye wash stations all departments SDS books all departments AEDs all departments Signage for AEDs all departments
Justification for the Needed Purchase:	Our city just implemented Emergency Evacuations plans with signage and training. As well as new OSHA compliant first aid kits in every building. We also just built two brand new buildings this year and that required to purchase AEDs first aid kits etc. Our police department could utilize the grant for bulletproof vests as well. My safety team has now been active for a little over 2 years and we have mitigated risks just by making this small adjustments to our teams for the overall safety of our workforce!
Estimate #1 - Calculated Total	1500.00
Estimate #2 - Calculated Total	1200.00
Approving Supervisor - Name	Andrew Patton

Approval Notification Letter - Safety Partners Grant

From Tahtia Mitchell <TMitchell@PEpartners.org>

Date Tue 8/19/2025 11:25 AM

To Leah Presley <lpresley@lavergn.net>

Caution: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



August 19, 2025

La Vergne, City of
5093 Murfreesboro Road
La Vergne, TN 37086

Subject: JUDY HOUSLEY SAFETY PARTNERS MATCHING GRANT – APPROVED STATUS

Congratulations! This letter serves as official notification to the La Vergne, City of that you have been **approved** for the 2025-2026 Judy Housley Safety Partners Matching Grant Program, for which you applied.

A Grant in the amount of \$750.00 was approved for your requested items. The PAID receipts for the approved items along with the invoices for the approved items must amount to at least \$1,500.00 to be eligible to receive the full reimbursement of \$750.00. Your 2025-2026 Priority Classification Rating is Class II.

Important! The deadline for all reimbursement receipts is April 1, 2026. If you have already sent us **proof of payment** for approved purchases, you will be receiving your Grant check shortly. If you have not sent this information, please do so by **April 1, 2026**, along with a copy of this notification. Please keep in mind that if we do not receive reimbursement items in a timely manner you may jeopardize your eligibility to receive funding the following fiscal year. If proof of payment is not received by this date, your reimbursement dollars may be reappropriated. Your check will not be processed until we have verification of payment. Please see list of mandatory items needed for reimbursement below.

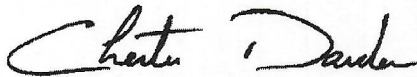
GRANT REIMBURSEMENT CHECKLIST:

1. **“Notification of Approval” letter**
2. **Signed Resolution/Motion**

3. Cover sheet listing description of items purchased, quantities, and grand total of all purchases. All receipts must follow in order of cover sheet.
4. Two proofs of payment which must include the following:
 - A. CANCELLED check/bank statement OR credit card receipt/credit card statement OR Automated Clearing House (ACH) OR Automated Funds Transfer (AFT)
 - B. Copy of invoice OR purchase order (serving as the backup to the cancelled check or credit card receipt). Submitting invoices alone will not be accepted.

Forward all receipts/documentation to:
Tahtia Mitchell
Grant & Scholarship Program
Email: Ttmitchell@PEpartners.org or Fax: 615-371-9212

Best Regards,



Chester Darden
Director of Loss Control

LA VERGNE

CITY OF LA VERGNE, TENNESSEE PURCHASE REQUISITION

Date Requested:	9/2/2025
Date Needed:	

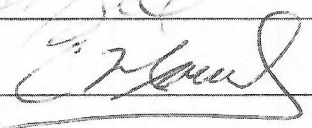
Requisition Number:	
Date Ordered:	

Department:	Police
Department Head:	Chief Moews
Account to Charge:	110-42100-320

Requestor:	Lt Campbell
Purchase From:	Truist Purchasing Card

Vendors Contacted	Comparative Pricing
1.	
2.	
3.	

Item Number	QTY	Description	Unit Price	Total
	12	QuikClot gauze	\$49.78	\$597.48
	15	CAT Tourniquet	\$28.40	\$426.00
	15	CAT Tourniquet holder	\$31.79	\$476.85
Total				\$1,500.33

Special Instructions:	
Requestor Signature: 	Date: 9/2/2025
Department Head Signature: 	Date: 9-2-2025
City Administrator Signature:  (If Needed)	Date:

Product quantity has been updated.



Cart | ID: 29012015

42 items | \$1,500.33

Product	Sold By ▼	List Price	Your Price	Qty	Your Total
Item #: 1214-35034 QuikClot Combat Hemostatic Gauze, Black, 3in X 4yd By: TELEFLEX LLC View Alternates	EA	\$54.99	\$49.79	12	\$597.48

Eligible for Subscription ⓘ

Item #: 690002 C-A-T® Tourniquet Holder, Black By: NORTH AMERICAN RESCUE, LLC	EA	\$34.29	\$31.79	15	\$476.85
--	----	---------	---------	----	----------

Eligible for Subscription ⓘ

Item #: 1880-13022 Combat Application Tourniquet, Tactical Black By: NORTH AMERICAN RESCUE, LLC View Alternates	EA	\$42.29	\$28.40	15	\$426.00
---	----	---------	---------	----	----------

Eligible for Subscription ⓘ

Subtotal:	\$1,500.33
Est. Tax:	TBD
ORDER TOTAL	\$1,500.33

*Please review unit of measure for all pharmaceutical items prior to checkout
*All pharmaceuticals, items with expiration dates, and items that are subject to FDA tracking requirements are not returnable

Fw: Bound Tree Medical Order Confirmation

From Michael Campbell <mcampbell@lavergneth.gov>

Date Tue 9/2/2025 2:46 PM

To Leah Presley <lpresley@lavergneth.gov>

See email receipt below for the first aid supply order.

Lt. Mike Campbell
Support Services Commander

La Vergne Police Department
5093 Murfreesboro Road
La Vergne, TN 37086
Main: (615) 793-7744
Direct: (615) 287-8617
www.lavergneth.gov



"If your actions inspire others to dream more, learn more, do more and become more, you are a leader."

John Quincy Adams

From: Bound Tree Customer Service <customercare@boundtree.com>

Sent: Tuesday, September 2, 2025 2:40 PM

To: Michael Campbell <mcampbell@lavergneth.gov>

Subject: Bound Tree Medical Order Confirmation

Caution: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.
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Order Confirmation

Thanks for choosing Bound Tree

Due to global supply chain and shipping issues, customers may experience a delay in receiving their shipments. If you have questions regarding the status of your order, please contact Customer Care at [800.533.0523](tel:800.533.0523) or email CustomerCare@BoundTree.com

Thank you for choosing Bound Tree!

Order Information:

Account Number: E61830

Order Number: 40253004

Order Date: Sep 2 2025 3:35PM

PO Number / Order Reference:

Notes to Customer Care:

Account Information:

Name: LAVERGNE POLICE DEPT

Email: MCAMPBELL@LAVERGNETN.GOV

Phone: . .

Ship to:

LAVERGNE POLICE DEPT
5093 MURFREESBORO RD
LA VERGNE, TN, 37086-2706
US

Bill to:

LAVERGNE POLICE DEPT
5093 MURFREESBORO RD
LA VERGNE, TN, 37086-2706
US

Shipping Method: >\$150 NO FRT

Ordered Items:



Item #: 1880-13022

Combat Application Tourniquet, Tactical Black

By: NORTH AMERICAN RESCUE, LLC

UOM	Qty Ordered:	Your Price:	Your Total:
EA	15	\$28.40	\$426.00



Item #: 690002

C-A-T® Tourniquet Holder, Black

By: NORTH AMERICAN RESCUE, LLC

UOM	Qty Ordered:	Your Price:	Your Total:
EA	15	\$31.79	\$476.85



Item #: 1214-35034

QuikClot Combat Hemostatic Gauze, Black, 3in X 4yd

By: TELEFLEX LLC

UOM	Qty Ordered:	Your Price:	Your Total:
EA	12	\$49.79	\$597.48

Purchase Summary

Sub-total	\$1500.33
Est. Tax	\$0.00
Shipping	\$0.00
TOTAL	\$1500.33



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: October 2, 2025

Item #: 18. **Resolution #2025-28** - A Resolution Authorizing the City of La Vergne to Participate in the Public Entity Partners James L. Richardson "Driver Safety" Matching Grant Program.

Department: Human Resources

Presented By: Andrew Patton

Item Attachments: 1. Resolution #2025-28

Summary:

Approval is requested for a **Resolution authorizing the City of La Vergne to participate in the James L. Richardson Driver Grant Program** offered by Public Entity Partners. This matching-grant program provides funding to enhance driver safety and reduce vehicle-related accidents and claims among City employees.

Background Information:

The James L. Richardson Driver Grant reimburses **50% of eligible expenditures** for approved driver safety equipment, training, and technology. Motor Vehicle Record (MVR) checks are reimbursed at **100%** up to the City's eligibility amount. Eligible items include instructor-led or DVD training, backup cameras and alarms, GPS tracking systems, black box alert technology, and MVR checks.

Financial Summary:

This is a **50/50 matching grant**, except that MVR checks are reimbursed at **100%**, up to the maximum award based on the City's earned automobile liability premium for the prior fiscal year. Funding for the City's share of project costs is available in the current fiscal year budget. No additional appropriation is required.

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2025-28

A RESOLUTION AUTHORIZING THE CITY OF LA VERGNE TO PARTICIPATE IN THE PUBLIC ENTITY PARTNERS JAMES L. RICHARDSON “DRIVER SAFETY” MATCHING GRANT PROGRAM.

WHEREAS, the safety and well being of the employees of the City of La Vergne are of the greatest importance; and

WHEREAS, all efforts shall be made to provide a safe and hazard-free workplace and to increase safe driving practices for the City of La Vergne employees; and

WHEREAS, Public Entity Partners seeks to encourage the establishment of a safe workplace and driving practices by offering a “Driver Safety” Matching Grant Program; and

WHEREAS, the City of La Vergne now seeks to participate in this important program.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of La Vergne the following:

SECTION 1. That the City of La Vergne is hereby authorized to submit an application for the “Driver Safety” Matching Grant Program through Public Entity Partners.

SECTION 2. That the City of La Vergne is further authorized to provide a matching sum to serve as a match for any monies provided by this grant.

RESOLVED this the 9th day of October, 2025.

Jason Cole, Mayor

ATTEST:

Bruce Richardson, City Recorder

**JAMES L. RICHARDSON DRIVER TRAINING MATCHING GRANT PROGRAM
PE Partners GRANT APPLICATION**

Application Date:	9/23/2025 8:17:38 AM
Participant city (or Agency) Name:	City of La Vergne
P.O. Box Address or Street:	5093 Murfreesboro Road
City:	La Vergne
Zip Code:	37086
Contact Person:	Leah Presley
Contact Person - Title:	Sr. HR Specialist and Safety Coordinator
Contact Person - Telephone:	615-405-4930
Contact Person - Email:	lpresley@laveragnetn.gov
No of Full Time Employees in City/Agency	301
No. Employees Affected by this Purchase:	301
City/Agency Desires to Purchase the Following:	We will be using this grant if selected for the following: -Annual MVR checks for all employees who drive city vehicles within the city. -Annual Drivers Training Classes for all employees who drive city vehicles within the city.
Justification for the Needed Purchase:	Our liability insurance has been astronomical to our budget and has hit are very hard with expenses. Doing our MVRs annually can help us mitigate potential risks with employees who should not drive etc. Our drivers training that we have been doing within the city has lowered our costs and have prevented the number of accidents from prior years and we will continue to get better with proper training.
Estimate #1 - Calculated Total	5000
Estimate #2 - Calculated Total	8000
Approving Supervisor - Name	Andrew Patton



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: October 2, 2025

Item #: 19.A. Beautification and Arts Advisory Committee. (One term is vacant.)

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments:

1. Application - Mary Jane Skinner - Redacted
2. Application - Chonce Rhea - Beautification_Redacted

Summary:

This is an item regarding a vacant term on the Beautification and Arts Advisory Committee.

Background Information:

Beautification and Arts Advisory Committee Appointed by Mayor; Confirmed by Council - 4 Year Terms		
Name	Appointed	Term Expires
Kara Hobbs - Alderman - Chairman	December 2022	Term of Office
Daffany Baker	March 2023	April 30, 2029
Ashley Bruley	March 2025	April 30, 2029
Allison Corder	September 2025	April 30, 2026
Tabatha Howard	May 2022	April 30, 2027
Vacant (Laura Ward)		April 30, 2028
Dianne Zahnle	May 2022	April 30, 2026

We have one vacant position due to a resignation. We are advertising this vacancy on Channel 3 and Social Media, and have received two applications.

Current Applicants:

- Mary Jane Skinner

- Chonce Rhea

Financial Summary:

N/A

Staff Recommendation:

N/A

CITY OF LA VERGNE BOARD / COMMITTEE MEMBER APPLICATION

Please choose which board / committee you would like to apply for: (Only choose one)

<u>Board Name</u>	<u>Normal Frequency of Meetings</u>
☒ Beautification and Arts Advisory Committee	As Needed
☐ Beer Board	Monthly
☐ Board of Zoning Appeals	Monthly
☐ Construction Board of Adjustment and Appeals	As Needed
☐ Economic Development Advisory Committee	Quarterly
☐ Greenway Advisory Committee	Quarterly
☒ Historical Preservation Advisory Committee	Semi-Annually
☐ La Vergne Housing Authority	As Needed
☐ La Vergne Industrial Development Board	As Needed
☒ Library Board	Bi-Monthly
☐ Parks & Recreation Advisory Committee	Monthly
☐ Planning Commission	Monthly
☐ Senior Citizen's Advisory Committee	Monthly
☐ Stormwater Appeals and Advisory Board	As Needed
☐ Other _____	

APPLICANT INFORMATION

Name: Mary Jane Skinner Cell Phone: [REDACTED]

Address: [REDACTED] Other Phone: [REDACTED]

La Vergne, TN 37086 Email Address: _____

What is the best time to contact you? ☒ Morning (8:00 a.m. - Noon) ☒ Afternoon (Noon - 4:30 p.m.)

What is the best way to contact you? ☒ Mail ☒ Cell Phone ☐ Other Phone ☐ Email

EDUCATION AND TRAINING

	High School	College / University	Graduate / Professional
School Name	<u>Hatchaway High</u>	<u>TSU</u>	
City, State	<u>Tennings, La</u>		
Years Completed	N/A	☐ 1 ☐ 2 ☐ 3 ☐ 4	☐ 1 ☐ 2 ☐ 3 ☐ 4
Course of Study	N/A	<u>E.M.T</u>	<u>Yes</u>
Receive a diploma?	☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No

EXPERIENCE

Current Occupation:	
List any experience that would apply to the Board or Committee you are applying for:	<i>Help start the library in Lakerose</i>
Municipal Boards / Committees on which you currently serve:	
Municipal Boards / Committees on which you have previously served:	
If you are appointed, will you have any potential conflict of interest? ☐ YES ☒ NO	
If YES, what is the conflict?	
Briefly explain the reasons why you want to serve on the Board / Committee that you have chosen:	<i>To better serve my City</i>

REFERENCES

Please list three (3) Professional or Business references.

	Name	Email Address	Years Known	Phone
1	Dana Blair		45	
2	Margie Murphy		40	
3	Camela Briggs		35	

I hereby affirm that the information provided on this application (and accompanying documents, if any) is true and complete to the best of my knowledge. I understand that falsified information or significant omissions may disqualify me and my application from further consideration for a Board or Committee member appointment and may be considered justification for removal from a Board or Committee, if discovered at a later date.

I waive any right of privilege, privacy, and/or confidentiality I may have in the information provided by references or others whom I have indicated may be contacted.

I hereby understand and acknowledge that, unless otherwise defined by applicable law, any relationship with this organization is of an "at will" nature, which means that the Board or Committee member may resign at any time and the Board of Mayor and Aldermen may remove the Board or Committee member at any time with or without cause. I understand, also, that I am required to abide by the Charter and Ordinances of the City of La Vergne, the Constitution and Laws of the State of Tennessee and the Constitution and Laws of the United States of America.

Signature: Mary Jane Skinner Date: _____

Please attach your resume. Thank you for your willingness to serve.

Board / Committee Member Application

Please choose which board / committee you would like to apply for:

Beautification and Arts Advisory Committee

If you are appointed, will you have any potential conflicts of interest?

No

Applicant Information

First Name

Chonce

Last Name

Rhea

Email Address

[REDACTED]

Phone Number

[REDACTED]

Address

[REDACTED]

City

La Vergne

State

TN

Zip Code

37086

What is the best time to contact you?

Morning (8:00 a.m. - Noon),
Afternoon (Noon - 4:30 p.m.)

What is the best way to contact you?

Cell Phone, Email

Education	High School	College University	Graduate / Professional
School Name	West Aurora High School	Northern Illinois University	
City, State	Aurora, IL	DeKalb, IL	
Years Completed	4	4	
Course of Study	N/A	Journalism and Communications	
Diploma Received	Yes	Yes	

Experience

Current Occupation	Self employed: freelance writer and marketer
List any experience that would apply to the Board or Committee you are applying for.	While I have not served on an advisory committee before, I bring relevant experience from serving two years on my church's Decorating and Events Management Committee, where I helped plan events, decorate on a budget, and ensure our community felt represented and included. As a full-time journalist, I also bring strong research and communication skills, along with a creative eye for developing ideas and concepts. I enjoy brainstorming ways to beautify spaces and celebrate cultural diversity, and I would love the opportunity to apply those skills to serve our city.
Please attach your most up to date resume.	

List any municipal boards / committees on which you currently serve. N/A

List any municipal boards / committees on which you have previously served. N/A

References - List three (3) professional or business references.

Name	Email Address	Phone Number	Years Known
Genevieve Cook			4
Miracle Maddox			10
Stacia			1

Application Acknowledgement and Agreement	I agree.
Electronic Signature Agreement	I agree
Electronic Signature	Chonce Rhea
Today's Date	9/25/2025
Thank you for your willingness to serve.	

Choncé Maddox

Professional Writer and Digital Marketer

Phone: [REDACTED] Email: [REDACTED]

EDUCATION:

BA in Journalism, Northern Illinois University, May 2014

Minor: Communications

WORK EXPERIENCE:

Freelance Writer and Virtual Assistant

September 2016 – Present

- Comes up with original content ideas and creates the content for a variety of clients throughout the personal finance industry
- Built a successful blog from the ground up at www.MyDebtEpiphany.com - Increased the blog's traffic, secured loyal readership and interaction, and established Google ranking through SEO efforts all during the first 6 months
- Develops social media promotions and schedules social updates
- Creates custom graphics for personal blog and email marketing campaigns

Project Coordinator, Big Tuna Web, Winfield, IL

July 2014 – August 2016

- Led team of Project Coordinators by acting as a 'team lead' to mentor, train, develop, and assist
- Ensured that all client interaction and project needs were exceeded
- Acted as liaison between development, design, sales, and coordination department
- Edited and helped produce original marketing copy for client websites and helped launch at least 60 new website projects each month
- Embedded images, content, and basic HTML to clients' websites through WordPress
- Was responsible for fielding and completing incoming updates to live websites in regard to SEO, content, and general website maintenance

Media Assistant, NIU Media and Public Relations Office, DeKalb, IL

Sept. 2013-May 2014

- Performed daily media monitoring and archiving duties
- Conducted interviews to develop stories and content for NIU Today
- Wrote press releases and articles, created and organized website content for annual NIU Celebrating Excellence event
- Created social media campaigns to build engagement and promote Celebrating Excellence
- Pitched stories to media outlets about events and campaigns

Blog Writer, Chicago Mixx (Culture Mix Mag), Chicago, IL

May 2012-May 2013

- Selected topics for 3-4 weekly blog entries
- Drafted, edited and uploaded blog/articles on WordPress hosted site

Marketing Content Supervisor, Miaprella Fashions, Chicago, IL

Nov. 2011-May 2012

- SEO related research for keywords relevant to the target market
- Published weekly newsletter via Constant Contact platform
- Produced sales ads to be distributed to customers via email
- Created article schedule and deadlines for other writers to follow
- Trained new writers in link building strategies and SEO writing
- Wrote several link building articles that resulted in a peak of more than \$2000 in sales daily

VOLUNTEER WORK

Editor, National Resume Writers Association Aug. 2013-August 2014

- Solicited articles from NRWA board members for content
- Edited newsletter content for grammar, sentence structure and flow
- Created newsletter article rotation lists for contributors

Article Contributor, College News, Chicago, IL Aug. 2011-Sept. 2012

- Wrote articles quarterly for college magazine
- Researched topics and worked with retail partners to gather graphics for articles



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: October 2, 2025

Item #: 19.B. Library Board. (One term is vacant.)

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. Application - Mary Jane Skinner - Redacted
2. Application - Megan Honeycutt - Redacted

Summary:

This is an item regarding a vacant term on the Library Board.

Background Information:

Library Board Appointed by City Council - 3 Year Terms		
Name	Appointed	Term Expires
Glenn Green - Chairman	January 2025	December 31, 2025
Leslie Ballard - Vice-Chairman	February 2023	December 31, 2025
Vacant (Carissa Benton)		December 31, 2027
Dr. Martin Burgess	December 2021	December 31, 2026
Rene Cruz	February 2024	December 31, 2026
Carol Haas - Alderman	December 2024	December 31, 2027
Kayla Koester	January 2023	December 31, 2025

We have one vacant position due to a resignation. We are advertising the vacancy on Channel 3 and Social Media and have received two applications.

Current Applicants:

- Mary Jane Skinner

- Megan Honeycutt

Financial Summary:

N/A

Staff Recommendation:

N/A

CITY OF LA VERGNE BOARD / COMMITTEE MEMBER APPLICATION

Please choose which board / committee you would like to apply for: (Only choose one)

Board Name

Normal Frequency of Meetings

- | | |
|--|---------------|
| ☒ Beautification and Arts Advisory Committee | As Needed |
| ☐ Beer Board | Monthly |
| ☐ Board of Zoning Appeals | Monthly |
| ☐ Construction Board of Adjustment and Appeals | As Needed |
| ☐ Economic Development Advisory Committee | Quarterly |
| ☐ Greenway Advisory Committee | Quarterly |
| ☒ Historical Preservation Advisory Committee | Semi-Annually |
| ☐ La Vergne Housing Authority | As Needed |
| ☐ La Vergne Industrial Development Board | As Needed |
| ☒ Library Board | Bi-Monthly |
| ☐ Parks & Recreation Advisory Committee | Monthly |
| ☐ Planning Commission | Monthly |
| ☐ Senior Citizen's Advisory Committee | Monthly |
| ☐ Stormwater Appeals and Advisory Board | As Needed |
| ☐ Other _____ | |

APPLICANT INFORMATION

Name: Mary Jane Skinner Cell Phone: [REDACTED]

Address: [REDACTED] Other Phone: [REDACTED]

La Vergne, TN 37086 Email Address: _____

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EDUCATION AND TRAINING

	High School	College / University	Graduate / Professional
School Name	<u>Hatchaway High</u>	<u>TSL</u>	
City, State	<u>Tennings, La</u>		
Years Completed	N/A	☐ 1 ☐ 2 ☐ 3 ☐ 4	☐ 1 ☐ 2 ☐ 3 ☐ 4
Course of Study	N/A	<u>E.M.T</u>	<u>Yes</u>
Receive a diploma?	☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No

EXPERIENCE

Current Occupation:	
List any experience that would apply to the Board or Committee you are applying for:	Help start the library in Lakerose
Municipal Boards / Committees on which you currently serve:	
Municipal Boards / Committees on which you have previously served:	
If you are appointed, will you have any potential conflict of interest? ☐ YES ☒ NO	
If YES, what is the conflict?	
Briefly explain the reasons why you want to serve on the Board / Committee that you have chosen:	To better serve my City

REFERENCES

Please list three (3) Professional or Business references.

	Name	Email Address	Years Known	Phone
1	Dana Blair		45	
2	Margie Murphy		40	
3	Camela Briggs		35	

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I waive any right of privilege, privacy, and/or confidentiality I may have in the information provided by references or others whom I have indicated may be contacted.

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Signature: Mary Jane Skinner Date: _____

Please attach your resume. Thank you for your willingness to serve.

Board / Committee Member Application

Please choose which board / committee you would like to apply for:	Library Board (Meets Bi-Monthly)
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If you are appointed, will you have any potential conflicts of interest?	No
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Applicant Information

First Name	Magen
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Last Name	Honeycutt
-----------	-----------

Email Address	
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Phone Number	
--------------	--

Address	
---------	--

City	Lavergne
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State	TN
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Zip Code	37086
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What is the best time to contact you?	Morning (8:00 a.m. - Noon)
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What is the best way to contact you?	Cell Phone, Email
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Education

	High School	College University	Graduate / Professional
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School Name	Glenclyff High School	Remington College	
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City, State	Nashville, TN	Nashville, TN	
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Years Completed	N/A		
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Course of Study	N/A	Medical Assisting	
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Diploma Received			
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Experience

Current Occupation	ASO3, Metro Nashville Government Office of Fleet Management
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List any experience that would apply to the Board or Committee you are applying for.	• Previously served as chair of the Library Board. • Previously served on the Board of Mayor and Alderman
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List any municipal boards / committees on which you currently serve. N/A

List any municipal boards / committees on which you have previously served.

Board / Committee #1: Board of Mayor and Aldermen	Years Active: 1
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Board / Committee #2: Library Board	Years Active: 1
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References

Name	Email Address	Phone Number	Years Known
1. Leslie Weber			2
2. Erin Perez			5
3. Jessica Lunn			15

Application Acknowledgement and Agreement	I agree.
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Electronic Signature Agreement	I agree
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Electronic Signature	M. Honeycutt
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Today's Date	9/25/2025
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Thank you for your willingness to serve.