

WORKSHOP AGENDA

Board of Mayor and Aldermen

January 6, 2026 @ 5:30 PM

For the January 8, 2026 Regular Meeting @ 6:00 PM

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

ORDER OF BUSINESS

1. Approve Minutes: December 2, 2025 Workshop and December 4, 2025 Regular Meeting.
2. Presentations:
 - A. Certificates of Recognition - LHS Welding Class. (Meeting 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

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.)

5. Consent Agenda Items:
 - A. Approve or Reject City Bids and Purchases:
 1. HGAC Contract Purchase - Personal Protective Equipment for the Fire Department.
 - B. Approve Middle Tennessee Electric (MTE) Utility Relocation Agreement for Relocating Electrical Utilities for the Waldron Road Widening Project.
 - C. Approve Memorandum of Understanding with Motlow State Community College for Emergency Medical Technician Training for the Fire Department.
 - D. Approve an Athletic Facility Reservation for YMCA Soccer to use a Field at Veterans Memorial Park.

- E. Approve Agreement for Engineering Services with CTI regarding North Clayton Estates Interceptor Sewer.
- F. Approve Estimated Lease Rate Quote with Enterprise to Lease One Vehicle for the Engineering Department.

NEW BUSINESS

- 6. First Reading - **Ordinance 2026-01** - An Ordinance to Amend the Fiscal Year 2025-2026 General Fund Budget.
- 7. First Reading - **Ordinance #2026-02** - An Ordinance to Amend Title 2, Chapter 2 of the La Vergne Municipal Code Regarding the Duties of the Parks and Recreation Advisory Committee and Deleting Title 2, Chapter 4 of the La Vergne Municipal Code Regarding the Beautification and Arts Advisory Committee.
- 8. **Resolution #2026-01** - A Resolution to Implement the Jackson Law in La Vergne, Tennessee for New and Existing Landfills and Solid Waste Processing Facilities.
- 9. **Resolution #2026-02** - A Resolution to Request the United States Congress to Appropriate Funding for the Purpose of Constructing a New Air Traffic Control Tower at the Smyrna/Rutherford County Airport.
- 10. **Resolution #2026-03** - A Resolution to Amend the Employee Handbook.
- 11. Motion to Appoint a New City Recorder.
- 12. **Appoint or Remove Board / Committee Members:**
 - A. Parks and Recreation Advisory Committee. (One term vacant; One term expired 12/31/2025.)
 - B. Beer Board. (One term expired 12/31/2025.)
 - C. Library Board. (One term is vacant; Two terms expired 12/31/2025.)
 - D. Stormwater Appeals and Advisory Board. (One term expired 12/31/2025.)
- 13. **FYI** - First Amendment to the Purchase and Sale Agreement with Guernsey Holdings ZRC Propco, LLC for the Stormwater Building Located at 5175 Murfreesboro Road. (Workshop only.)
- 14. Discussion - J. Percy Priest, US Army Corps of Engineers Water Reallocation Study Letter of Intent. (Workshop only.)
- 15. Discussion - Food Trucks. (Workshop only.)

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 DECEMBER 2, 2025, AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

CALL TO ORDER

The December 2, 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 Vice-Mayor Steve Noe.

BOARD MEMBERS PRESENT

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

Vice-Mayor Noe stated that Mayor Cole would lead the prayer and that Alderman Hobbs would lead the Pledge of Allegiance at the Regular Meeting on December 4, 2025.

ORDER OF BUSINESS

1. **Approve Minutes: October 30, 2025 Workshop, November 4, 2025 Public Hearing, and November 4, 2025 Regular Meeting.**

No action was taken.

2. **Public Comment Period.**

No one spoke.

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

Department reports will be given at the December 4, 2025 Regular Meeting. No action was taken.

CONSENT AGENDA

4. **Consent Agenda Items:**

- A. Approve the 2026 Meeting and Holiday Calendar.
- B. Authorize the Mayor to Execute the Certification and Assurances by the Chief Executive of the Applicant Government in support of the La Vergne Police Department's Application for the Patrick Leahy Bulletproof Vest Partnership Grant.
- C. Approve Amendment #6 to the Professional Services Agreement with Ragan-Smith Associates, LLC for Design Phase Services for the Proposed South Waldron Road Widening Project.
- D. Approve and Agreement with Town of Smyrna for Reimbursement by Smyrna for Construction Costs Associated with the Relocation of Gas Utilities Located Widening the Blair Road West Project Boundaries.
- E. Approve the Donation of a Shopping Container for the Fire Training Site.
- F. Approve an Athletic Facility Reservation with Legacy Homeschool Resource Center to Use Fields at Veterans Memorial Park.
- G. Approve an Athletic Facility Reservation from Rock Springs Middle School Softball to Use a Field at Veterans Memorial Park.
- H. Approve Statement of Work from CivicPlus to Add a Smart Forms Module to the City Website.

Vice-Mayor Noe explained each item.

City Engineer Gary Lide explained the amendment to the PSA with Ragan-Smith Associates and the Agreement with the Town of Smyrna.

City Administrator Bruce Richardson spoke about the Statement of Work from CivicPlus.

No action was taken.

NEW BUSINESS

- 5. Resolution #2025-29 - 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.

Vice-Mayor Noe explained the resolution. No action was taken.

- 6. Resolution #2025-30 - A Resolution Authorizing the City of La Vergne to Participate in the Public Entity Partners Cyber Security Partners Matching Grant Program.

Vice-Mayor Noe explained the resolution. No action was taken.

- 7. Resolution #2025-31 - A Resolution to Establish a City of La Vergne Bank

Account Policy.

Vice-Mayor Noe explained the resolution.

Finance Director Danielle Brown explained the resolution. No action was taken.

8. **Resolution #2025-32 - A Resolution Regarding the Economic Impact Plan for the Waldron Station Mixed-Use Development Area.**

Vice-Mayor Noe explained the resolution.

Alderman Coates explained the resolution. No action was taken.

9. **Appoint or Remove Board / Committee Members:**
- A. **Board of Zoning Appeals. (One term is vacant.)**
 - B. **Parks and Recreation Advisory Committee. (Remove on member; FYI – one term expires 12/31/2024.)**
 - C. **FYI – Beer Board. (One term expires 12/31/2025.)**
 - D. **FYI – Library Board. (Three terms expires 12/31/2025.)**
 - E. **FYI – Stormwater Appeals and Advisory Board. (One term expires 12/31/2025.)**

Vice-Mayor Noe explained each board and committee. He requested that Anjel Resenthal be removed from the Parks and Recreation Advisory Committee due to a lack of attendance. No action was taken.

10. **Discussion - City Administrator Performance Evaluation.**

Human Resource Director Andrew Patton explained the performance evaluation. A discussion ensued.

11. **Discussion – Remove Beautification and Arts Advisory Committee and Add Duties to the Parks and Recreation Advisory Committee.**

Mr. McGowan explained the committees and the difficulties to have a quorum for meetings. He spoke about the benefits of combining the two committees. Alderman Hobbs made comments about the difficulties of the meetings and having a quorum. A discussion ensued.

MAYOR / ALDERMEN COMMENTS

Alderman Hobbs reminded everyone about the Parade of Lights on Saturday, December 6, 2025, at 5:00 p.m.

Alderman Haas asked everyone to stay safe and reminded everyone about the parade.

Vice-Mayor Noe thanked city staff during the cyber incident. He asked Mr. Patton about the Christmas Party. Mr. Patton explained.

ADJOURNMENT

There being no further business, Vice-Mayor Noe declared the workshop adjourned at 6:13 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 DECEMBER 4, 2025, AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

CALL TO ORDER

The December 4, 2025 regular meeting of the Board of Mayor and Aldermen of the City of La Vergne, Tennessee was called to order at 6:00 p.m. at La Vergne City Hall by Mayor Jason Cole.

BOARD MEMBERS PRESENT

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

A prayer was led by Mayor Cole and the Pledge of Allegiance was led by Alderman Hobbs.

ORDER OF BUSINESS

1. Approve Minutes: October 30, 2025 Workshop, November 4, 2025 Public Hearing, and November 4, 2025 Regular Meeting.

A motion, made by Alderman Haas, seconded by Alderman Coates, to approve the minutes of the October 30, 2025 Workshop, November 4, 2025 Public Hearing and November 4, 2025 Regular Meeting, was adopted with all voting AYE.

2. Public Comment Period.

No one spoke.

3. Department Reports:

A. Police Department. Chief Chris 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.

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.

CONSENT AGENDA

4. **Consent Agenda Items:**
- A. **Approve the 2026 Meeting and Holiday Calendar.**
 - B. **Authorize the Mayor to Execute the Certification and Assurances by the Chief Executive of the Applicant Government in support of the La Vergne Police Department's Application for the Patrick Leahy Bulletproof Vest Partnership Grant.**
 - C. **Approve Amendment #6 to the Professional Services Agreement with Ragan-Smith Associates, LLC for Design Phase Services for the Proposed South Waldron Road Widening Project.**
 - D. **Approve and Agreement with Town of Smyrna for Reimbursement by Smyrna for Construction Costs Associated with the Relocation of Gas Utilities Located Widening the Blair Road West Project Boundaries.**
 - E. **Approve the Donation of a Shopping Container for the Fire Training Site.**
 - F. **Approve an Athletic Facility Reservation with Legacy Homeschool Resource Center to Use Fields at Veterans Memorial Park.**
 - G. **Approve an Athletic Facility Reservation from Rock Springs Middle School Softball to Use a Field at Veterans Memorial Park.**
 - H. **Approve Statement of Work from CivicPlus to Add a Smart Forms Module to the City Website.**

A motion was made by Alderman Haas, seconded by Alderman Coates, to approve the consent agenda as recommended.

Mayor Cole asked about the National Night Out calendar date. Chief Moews stated he would get the correct dates.

The motion was adopted with all voting AYE.

NEW BUSINESS

5. **Resolution #2025-29 - 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 Alderman Hobbs, seconded by Alderman Haas, to approve Resolution #2025-29, was adopted following a roll-call vote.

Alderman Hobbs AYE

Alderman Coates	AYE
Alderman Haas	AYE
Mayor Cole	AYE

6. **Resolution #2025-30 - A Resolution Authorizing the City of La Vergne to Participate in the Public Entity Partners Cyber Security Partners Matching Grant Program.**

A motion, made by Alderman Coates, seconded by Alderman Haas, to approve Resolution #2025-30, was adopted following a roll-call vote.

Alderman Hobbs	AYE
Alderman Coates	AYE
Alderman Haas	AYE
Mayor Cole	AYE

7. **Resolution #2025-31 - A Resolution to Establish a City of La Vergne Bank Account Policy.**

A motion, made by Alderman Hobbs, seconded by Alderman Haas, to approve Resolution #2025-31, was adopted following a roll-call vote.

Alderman Hobbs	AYE
Alderman Coates	AYE
Alderman Haas	AYE
Mayor Cole	AYE

8. **Resolution #2025-32 - A Resolution Regarding the Economic Impact Plan for the Waldron Station Mixed-Use Development Area.**

A motion, made by Mayor Cole, seconded by Alderman Coates, to approve Resolution #2025-32, was adopted following a roll-call vote.

Alderman Hobbs	AYE
Alderman Coates	AYE
Alderman Haas	AYE
Mayor Cole	AYE

9. **Appoint or Remove Board / Committee Members:**

- A. **Board of Zoning Appeals.** Mayor Cole appointed Brent Windrow to the Board of Zoning Appeals. The Board confirmed the appointment with all voting AYE.
- B. **Parks and Recreation Advisory Committee.** A motion, made by Alderman

Haas, seconded by Alderman Coates, to remove Anjel Resenthal from the Parks and Recreation Advisory Committee due to lack of attendance, was adopted with all voting AYE.

MAYOR / ALDERMEN COMMENTS

Alderman Hobbs asked everyone to be safe in the weather.

Alderman Coates wished everyone a Happy Holidays.

Alderman Haas thanked everyone for participating in the Toy Drive last week and wished everyone a Happy Holidays.

Mayor Cole thanked everyone for the Toy Drive. Asked for prayers for the Gafford family and the Wells family. Thanked Vice-Mayor Noe for leading the workshop on Tuesday. He wished everyone a Merry Christmas and Happy New Year.

ADJOURNMENT

There being no further business, Mayor Cole declared the meeting adjourned at 6:26 p.m.

Mayor

City Recorder

Approved: _____



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: January 6, 2026

Item #: 5.A.1.	HGAC Contract Purchase - Personal Protective Equipment for the Fire Department.
Department:	Fire
Presented By:	Ronny Beasley
Item Attachments:	1. Quote - PPE for Fire Department

Summary:

The fire department is seeking approval for the purchase of Personal Protective Equipment (turnout gear).

Background Information:

The fire department is seeking approval for the purchase of six sets of Personal Protective equipment (turnout gear). This purchase will outfit the remaining members hired to increase the staff. The funds are included in the 2025-26 Impact fee budget.

Financial Summary:

The cost of the equipment is \$28,770 and is included in the 2025-26 Budget.

Staff Recommendation:

Staff recommends approval.



Quote

#EST44064

12/15/2025

5031 Highway 153 Easley, SC 29642

Bill To

City of LaVergne Fire Department
(TN)
283 Old Nashville Hwy
La Vergne TN 37086
United States

Ship To

City of La Vergne
283 Old Nashville Hwy
La Vergne TN 37086
United States

TOTAL

\$28,770.00

Expires: 1/30/2026

Expires	Sales Rep	Partner	Shipping Method
1/30/2026	Robby Hall		Drop Ship

Quantity	Item	Comments	Price	Extended Price
6	C-TRD51M3A1221A000 MSA - Cairns® 880 Traditional Thermoplastic Fire Helmet MODEL TYPE 5 880 SHELL COLOR 1 BLACK EYE PROTECTION M NFPA BOURKE EYE SHIELD HEADBAND ASSEMBLY 3 DELUXE LEATHER (W/CROWN PAD) EARLAPS AND HOOD A BLACK NOMEX FRONT HOLDER 1 6" BRASS EAGLE CHINSTRAP W/IMPACT CAP AND SUS 2 2 PT-NOMEX WITH QRB & SLIDE TRIM TYPE 2 REFLEXITE TRIM COLOR AND SHAPE 1 LIME-YELLOW SHIP FROM A SHIP FROM SJAX ADDITIONAL EYE PROTECTION 0 NONE ACCESSORY TYPE 0 NONE HELMET FRONT 0 NONE	HGAC EE11-24	\$470.00	\$2,820.00
6	Globe Jacket Globe Gxcel Jacket Agility Black Gold, Caldura Elite /w Nomex Nano, Crosstech Black		\$2,100.00	\$12,600.00
6	Globe Pants Globe Pant System Agility Black Gold, Caldura Elite /w Nomex Nano, Crosstech Black		\$1,675.00	\$10,050.00
6	1501420 - 10R Globe - Men's SHADOW™ XF 14" Pull-OnBoot		\$550.00	\$3,300.00
1	Freight Due to continued disruptions in the global supply chain, fuel surcharges, and fluctuating freight/shipping charges, we will no longer be able to estimate nor include any shipping charges on a quote. Shipping charges will be finalized on the Invoice. As always, we will continue to provide the best product pricing as possible but this volatile market has necessitated a change in our day to day operations. We hope you understand and continue to put your trust in Safe Industries.		\$0.00	\$0.00

Subtotal \$28,770.00

Tax \$0.00

Total \$28,770.00





ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: January 6, 2026

Item #: 5.B.	Approve Middle Tennessee Electric (MTE) Utility Relocation Agreement for Relocating Electrical Utilities for the Waldron Road Widening Project.
Department:	Engineering
Presented By:	Gary Lide
Item Attachments:	1. Utility Relocation Agreement

Summary:

In order to construct the Waldron Road Widening Project, MTE and other utilities must be relocated. This agreement details the cost-sharing arrangement between the city and MTE for this work.

Background Information:

The city is not obligated to pay MTE for the relocation of any utilities which are within the existing right-of-way of Waldron Road. However, the city is required to reimburse MTE for relocation costs associated with any of their utilities which are in their private easements outside of the public right-of-way.

On February 17, 2025, MTE provided the city with a draft agreement for sharing costs for the utility relocation for the Blair Road West Roadway Extension. This agreement was discussed at length between the city and MTE legal teams. That agreement was approved at the September 2, 2025 meeting. This agreement uses the same template as the one previously approved for Blair West Extension.

Financial Summary:

The city is agreeing to repay MTE for a percentage of the costs for relocating their utilities which are not inside the existing Waldron Road right-of-way. The total estimated cost for all three phases of the project is estimated at \$716,735.98. The actual cost may be lower or higher than this estimate.

Staff Recommendation:

Staff recommends approval.

**MTE RELOCATION AGREEMENT
FOR CITY OF LA VERGNE (S Waldron Road)
Contract No.: 16250047**

THIS AGREEMENT is made and entered into on this the ____ day of _____, 2025, by and between the City of La Vergne, Tennessee (“City”) and Middle Tennessee Electric Membership Corporation (“MTE”).

WITNESSETH:

WHEREAS, the City plans to construct roadway improvements to S Waldron Road in La Vergne, Tennessee as generally shown on construction plans attached hereto as Exhibit A (the “Project”); and

WHEREAS, MTE has certain electric facilities, including poles, guy wires, anchors and other facilities (“Electric Facilities”) that must be relocated to accommodate the Project; and

WHEREAS, the Project will be completed in three (3) phases; and

WHEREAS, in Phase 1 of the Project, 57% percent of the Electric Facilities are located on public road right-of-way and 43% percent of the Electric Facilities are located on private utility right-of-way.

WHEREAS, in Phase 2 of the Project, 65% percent of the Electric Facilities are located on public road right-of-way and 35% percent of the Electric Facilities are located on private utility right-of-way.

WHEREAS, in Phase 3 of the Project, 25% percent of the Electric Facilities are located on public road right-of-way and 75% percent of the Electric Facilities are located on private utility right-of-way.

WHEREAS, the relocation of Electric Facilities will be designed and constructed by MTE or MTE’s contractor; and

WHEREAS, the City will approve final design plans to ensure the Electric Facilities are relocated in a manner that does not conflict with the Project.

NOW THEREFORE, in consideration of these premises and the mutual promises contained herein, it is agreed by and between the parties as follows:

1. The foregoing recitals are incorporated by reference as if fully stated herein.
2. MTE shall be solely responsible for the costs to relocate Electric Facilities for the Project currently in public right-of-way.
3. MTE shall be solely responsible for the costs of obtaining any new easements needed by MTE to relocate Electric Facilities for the Project from public right-of-way to private utility right-of-way.
4. City will be responsible for the costs to relocate Electric Facilities for the Project which are not currently in public right-of-way.
5. City shall reimburse MTE for its actual costs expended by MTE to obtain new utility easements that are necessary for MTE to relocate Electric Facilities for each phase of the Project from any

private utility right-of-way. The estimated costs are as follows, but the City shall reimburse MTE for the actual costs expended by MTE for said easements, regardless of whether such costs are more or less than the estimated amount below:

- a. Phase 1 Easement Estimated Costs- \$40,975.00
 - b. Phase 2 Easement Estimated Costs- \$19,325.00
 - c. Phase 3 Easement Estimated Costs- \$21,650.00
6. City will reimburse MTE for all other costs related to the relocation of Electric Facilities on the private right-of-way in each phase in an amount equal to its pro-rata share of the total construction costs including, but not necessarily limited to: labor, materials, engineering, inspection, and betterment ("Construction Costs"). Construction Costs reimbursed by the City shall be the actual costs expended by MTE, regardless of whether such costs are more or less than the estimated cost shown in Exhibit B attached hereto (the "Estimated Total Construction Costs"). The City's pro-rata share of Construction Costs for each phase are as follows:
- a. Phase 1- 43%
 - b. Phase 2- 35%
 - c. Phase 3- 75%
7. MTE shall submit periodic invoices to the City during the course of the relocation, which invoices shall be payable within thirty (30) days after receipt of same by the City.
8. Within one (1) year of completion of the relocation of Electric Facilities for a Phase of the Project, MTE shall submit a final bill for the costs hereunder for that respective Phase and MTE and the City will reconcile any overage or shortage from the amounts paid by the City. MTE will provide reasonable documentation for all such costs. If the City has paid more than the City's portion hereunder, MTE shall reimburse the amount overpaid to the City within thirty (30) days of the date MTE notifies the City of the final billing. If City has paid less than the City's portion hereunder, the City shall pay MTE the shortage within thirty (30) days of the date MTE notifies the City of the final billing.
9. The City acknowledges and agrees that no construction will commence until: a.) the City has approved MTE's relocation plans and all cost estimates associated therewith, and any related amendments thereto; and b.) all Easement Acquisitions have been completed in MTE's sole discretion.
10. MTE shall have the responsibility to inspect all items of installation of MTE's new facilities to be performed by its Contractor to ensure that the installation of the new Electric Facilities is completed in accordance with this Agreement, the approved plans for the Project, MTE's technical specifications and all applicable specifications and safety codes.
11. This Agreement is subject to the appropriation and availability of City funds. In the event that City funds are not appropriated or are otherwise unavailable or the City cancels the Project for any reason, the City reserves the right to terminate this Agreement upon written notice to MTE. Said termination shall not be deemed a breach of contract by the City. Upon such termination, the City will reimburse MTE for the actual cost(s) incurred through the date of termination of the Easement Acquisitions and Construction Costs, but only if MTE provides reasonable documentation for all such cost(s).

12. This Agreement may be modified by the parties only by a written amendment executed by both parties hereto.
13. Failure by any party to this Agreement to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term, covenant, condition or provision of this Agreement shall be held to be waived, modified, or deleted except by written amendment signed by the parties hereto.
14. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice of forum and venue shall be exclusively in the courts of Rutherford County, Tennessee.
15. If any terms, covenants, conditions, or provisions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms, covenants, conditions and provisions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.
16. MTE agrees to timely review the plans as approved by the City. MTE approvals of such plans will not be unreasonably withheld.
17. The City and MTE agree that any notice provided for in this Agreement or concerning this Agreement shall be in writing and shall be made by personal delivery, by certified mail (return receipt requested), or by nationally recognized overnight delivery service (such as FedEx or UPS), addressed to the respective party at the appropriate address as set forth below or to such other party or address as may be hereafter specified by written notice.

As to The City: City of La Vergne, Tennessee

Attn: _____

With a copy to:

As to MTE: Middle Tennessee Electric Membership Corporation
555 New Salem Highway
Murfreesboro, TN 37129
Attn: _____

With a copy to: Jeff Reed
Hudson, Reed & Christiansen, PLLC
16 Public Square North
Murfreesboro, TN 37130

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF LA VERGNE, TENNESSEE

**MIDDLE TENNESSEE ELECTRIC
MEMBERSHIP CORPORATION**

By: _____
Print: _____
Mayor
Date: _____

By: _____
Print: _____
Title: _____
Date: _____

Attest:

By: _____
Print: _____
Title: _____
Date: _____

TYPE	YEAR	SHEET NO.
ELEC.	2025	1

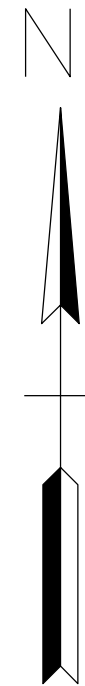


EXHIBIT A

Phase I

M.T.E.M.C. LEGEND

- POLE - TO BE INSTALLED
- POLE - TO BE REMOVED
- POLE - TO BE REPLACED
- POLE - TO REMAIN
- POLE - TEMPORARY
- ANCHOR - TO BE INSTALLED
- ANCHOR - TO BE REMOVED
- ANCHOR - TO REMAIN
- ANCHOR - TEMPORARY
- LINE - TO BE INSTALLED
- LINE - TO BE REMOVED
- LINE - TO REMAIN
- LINE - TEMPORARY

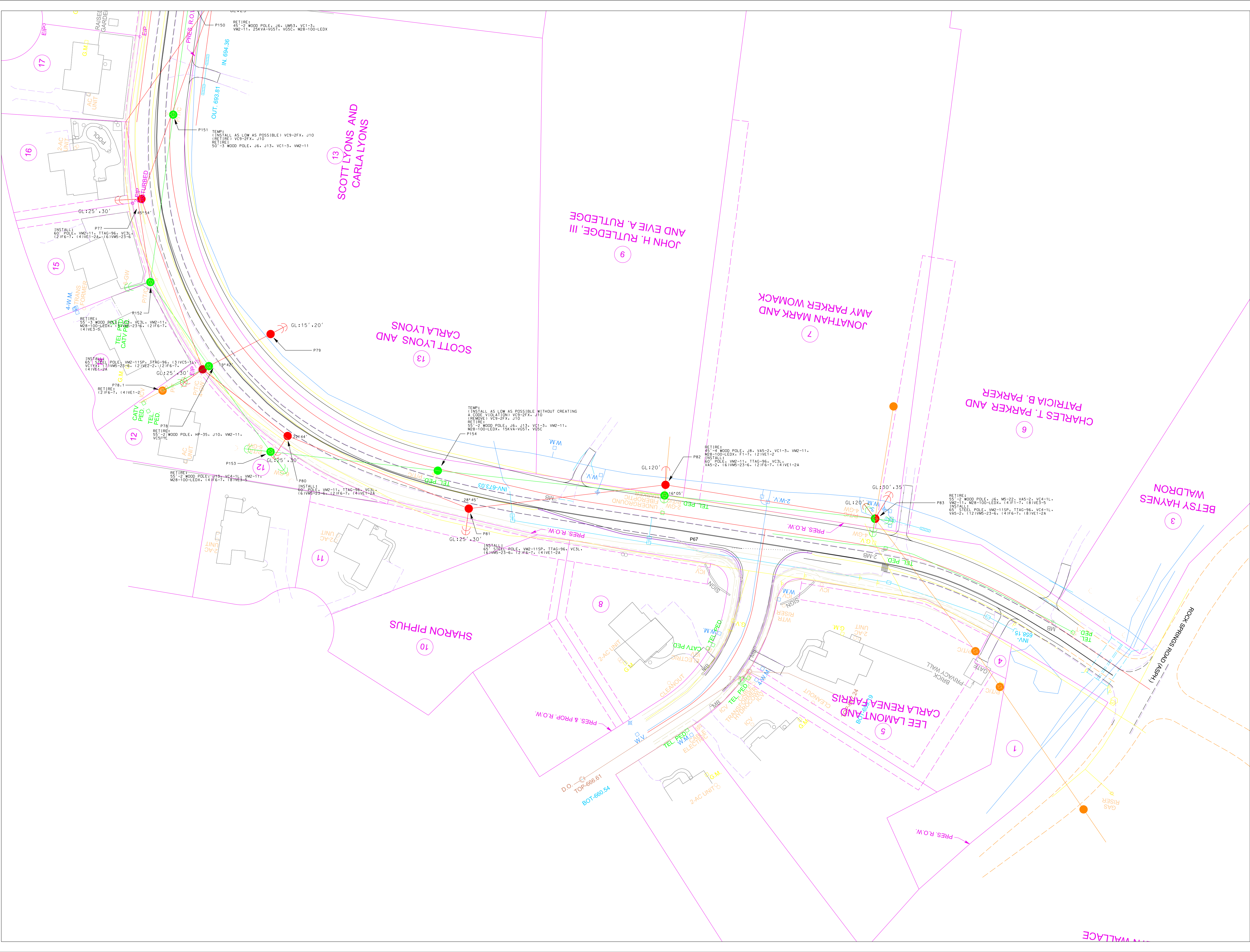
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AND ARE DATUM ADJUSTED BY THE FACTOR OF
1.000000, AND ARE TIED TO THE TENNESSEE
GEODETIC REFERENCE NETWORK.
ALL ELEVATIONS ARE REFERENCED TO THE NAVD 1988.

MIDDLE TENNESSEE ELECTRIC

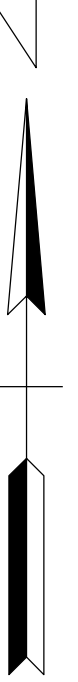
Exhibit A

PROPOSED ELECTRIC DESIGN

SCALE: 1" = 50'



TYPE	YEAR	SHEET NO.
ELEC.	2025	3



Phase I

M.T.E.M.C. LEGEND

-  POLE - TO BE INSTALLED
-  POLE - TO BE REMOVED
-  POLE - TO BE REPLACED
-  POLE - TO REMAIN
-  POLE - TEMPORARY
-  ANCHOR - TO BE INSTALLED
-  ANCHOR - TO BE REMOVED
-  ANCHOR - TO REMAIN
-  ANCHOR - TEMPORARY
-  LINE - TO BE INSTALLED
-  LINE - TO BE REMOVED
-  LINE - TO REMAIN
-  LINE - TEMPORARY

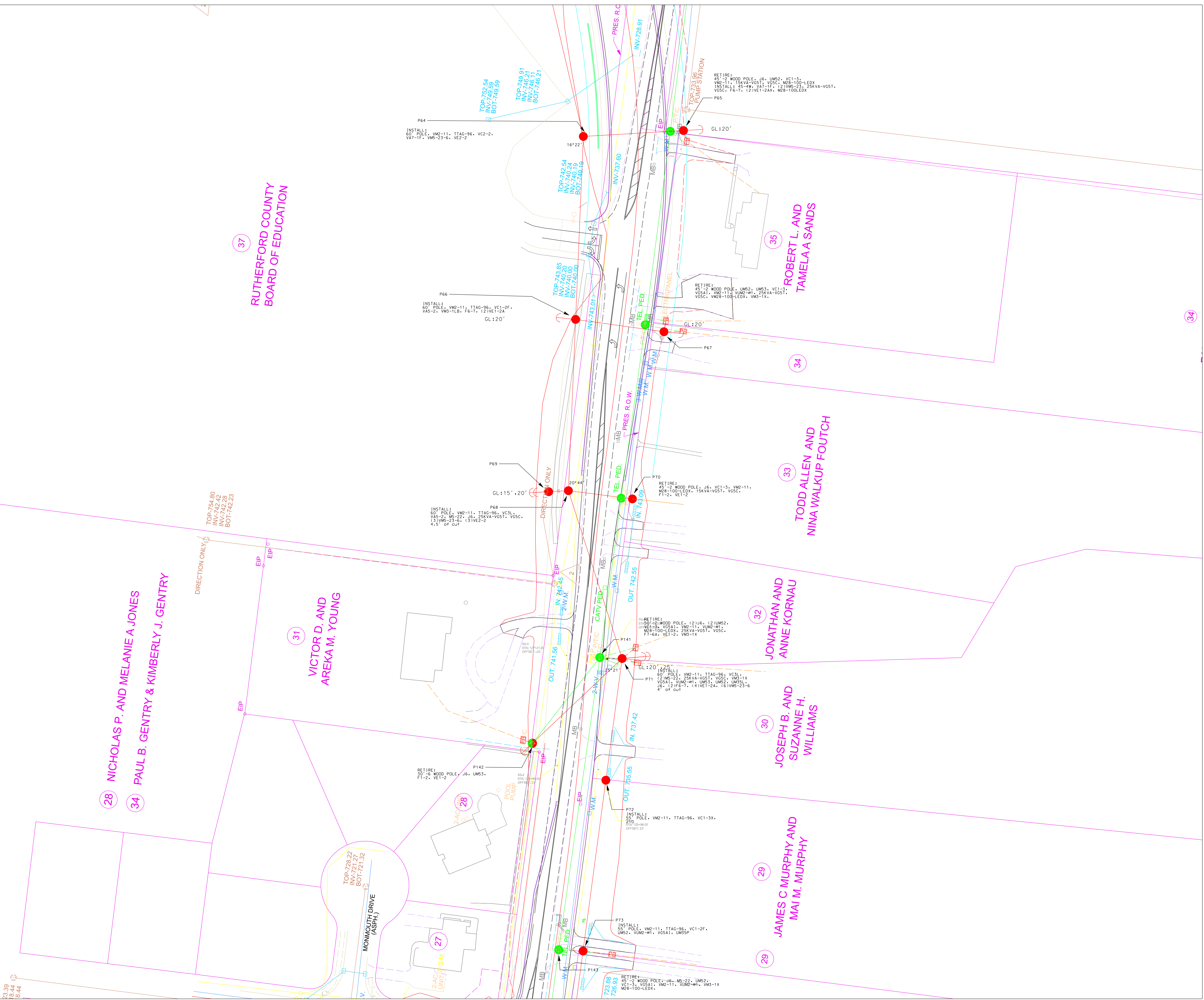
COORDINATE VALUES ARE NAD/83 (1995),
AND ARE DATUM ADJUSTED BY THE FACTOR OF
1.000000, AND ARE TIED TO THE TENNESSEE
GEODETIC REFERENCE NETWORK.
ALL ELEVATIONS ARE REFERENCED TO THE NAVD 1988.

MIDDLE TENNESSEE ELECTRIC

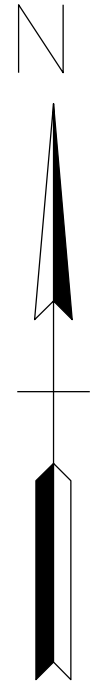
Exhibit A

PROPOSED ELECTRIC DESIGN

SCALE: 1" = 50'



TYPE	YEAR	SHEET NO.
ELEC.	2025	4



Phase I

M.T.E.M.C. LEGEND

- POLE - TO BE INSTALLED
- POLE - TO BE REMOVED
- POLE - TO BE REPLACED
- POLE - TO REMAIN
- POLE - TEMPORARY
- ANCHOR - TO BE INSTALLED
- ANCHOR - TO BE REMOVED
- ANCHOR - TO REMAIN
- ANCHOR - TEMPORARY
- LINE - TO BE INSTALLED
- LINE - TO BE REMOVED
- LINE - TO REMAIN
- LINE - TEMPORARY

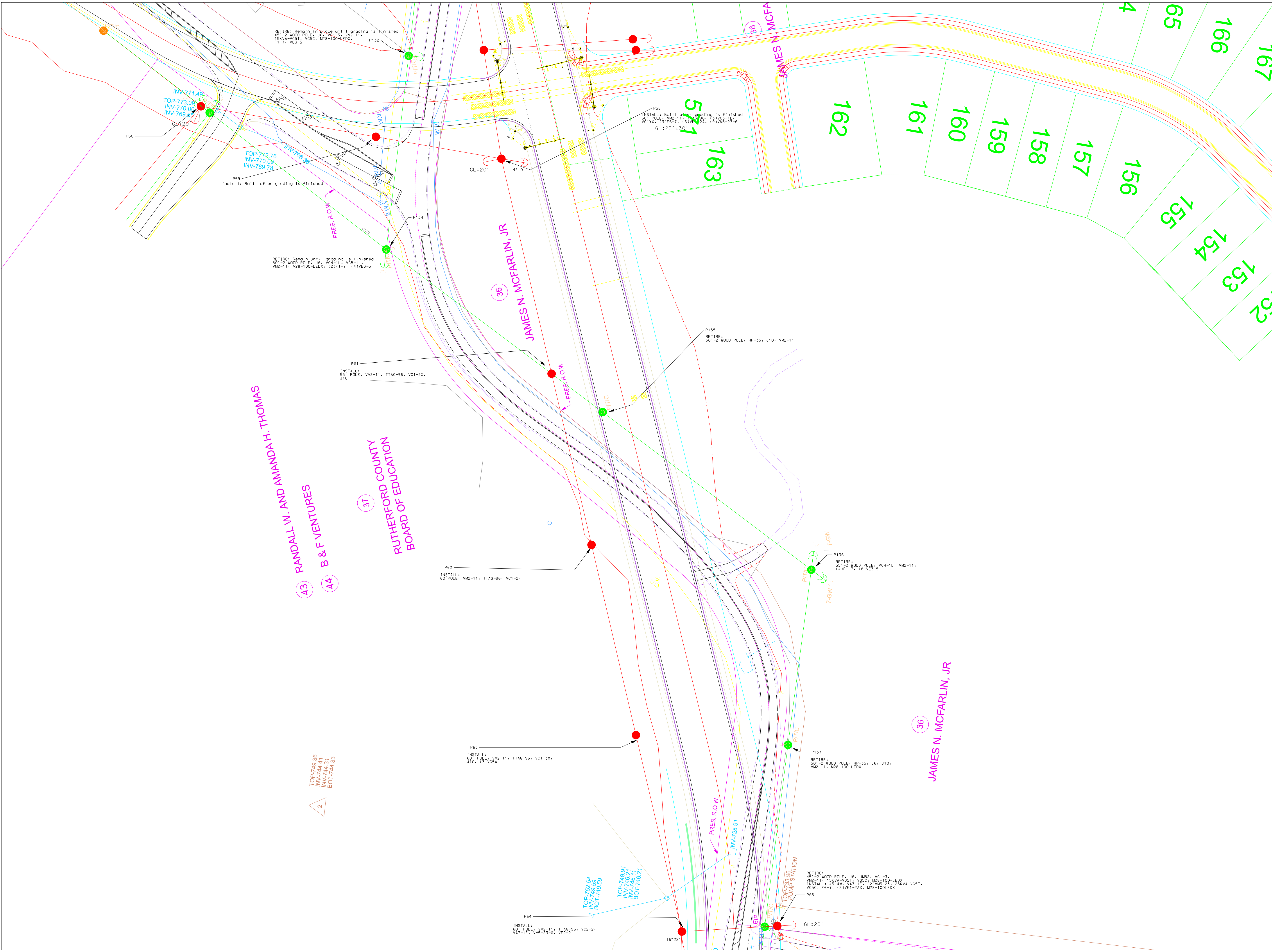
COORDINATE VALUES ARE NAD/83 (1995), AND ARE DATUM ADJUSTED BY THE FACTOR OF 1.000000, AND ARE TIED TO THE TENNESSEE GEODETIC REFERENCE NETWORK. ALL ELEVATIONS ARE REFERENCED TO THE NAVD 1988.

MIDDLE TENNESSEE ELECTRIC

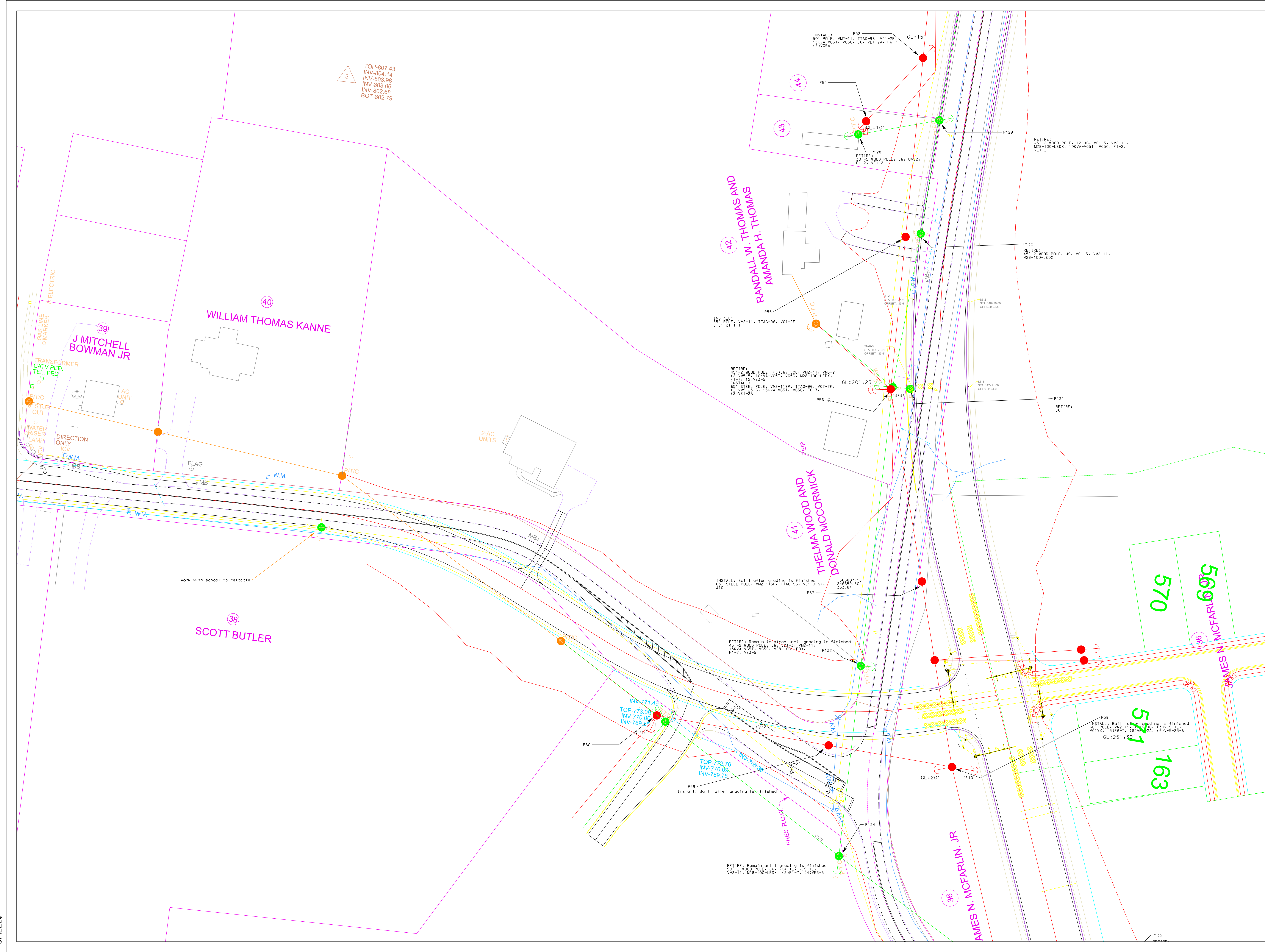
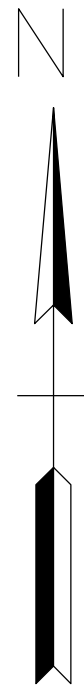
Exhibit A

PROPOSED ELECTRIC DESIGN

SCALE: 1" = 50'



TYPE	YEAR	SHEET NO.
ELEC.	2025	5



Phase I

M.T.E.M.C. LEGEND

- POLE - TO BE INSTALLED
- POLE - TO BE REMOVED
- POLE - TO BE REPLACED
- POLE - TO REMAIN
- POLE - TEMPORARY
- ANCHOR - TO BE INSTALLED
- ANCHOR - TO BE REMOVED
- ANCHOR - TO REMAIN
- ANCHOR - TEMPORARY
- LINE - TO BE INSTALLED
- LINE - TO BE REMOVED
- LINE - TO REMAIN
- LINE - TEMPORARY

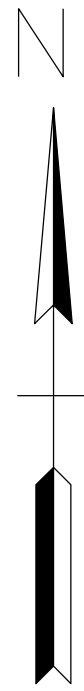
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MIDDLE TENNESSEE ELECTRIC

Exhibit A PROPOSED ELECTRIC DESIGN

SCALE: 1" = 50'

TYPE	YEAR	SHEET NO.
ELEC.	2025	6



Phase I

M.T.E.M.C. LEGEND

- POLE - TO BE INSTALLED
- POLE - TO BE REMOVED
- POLE - TO BE REPLACED
- POLE - TO REMAIN
- POLE - TEMPORARY
- ANCHOR - TO BE INSTALLED
- ANCHOR - TO BE REMOVED
- ANCHOR - TO REMAIN
- ANCHOR - TEMPORARY
- LINE - TO BE INSTALLED
- LINE - TO BE REMOVED
- LINE - TO REMAIN
- LINE - TEMPORARY

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MIDDLE TENNESSEE ELECTRIC

Exhibit A

PROPOSED ELECTRIC DESIGN

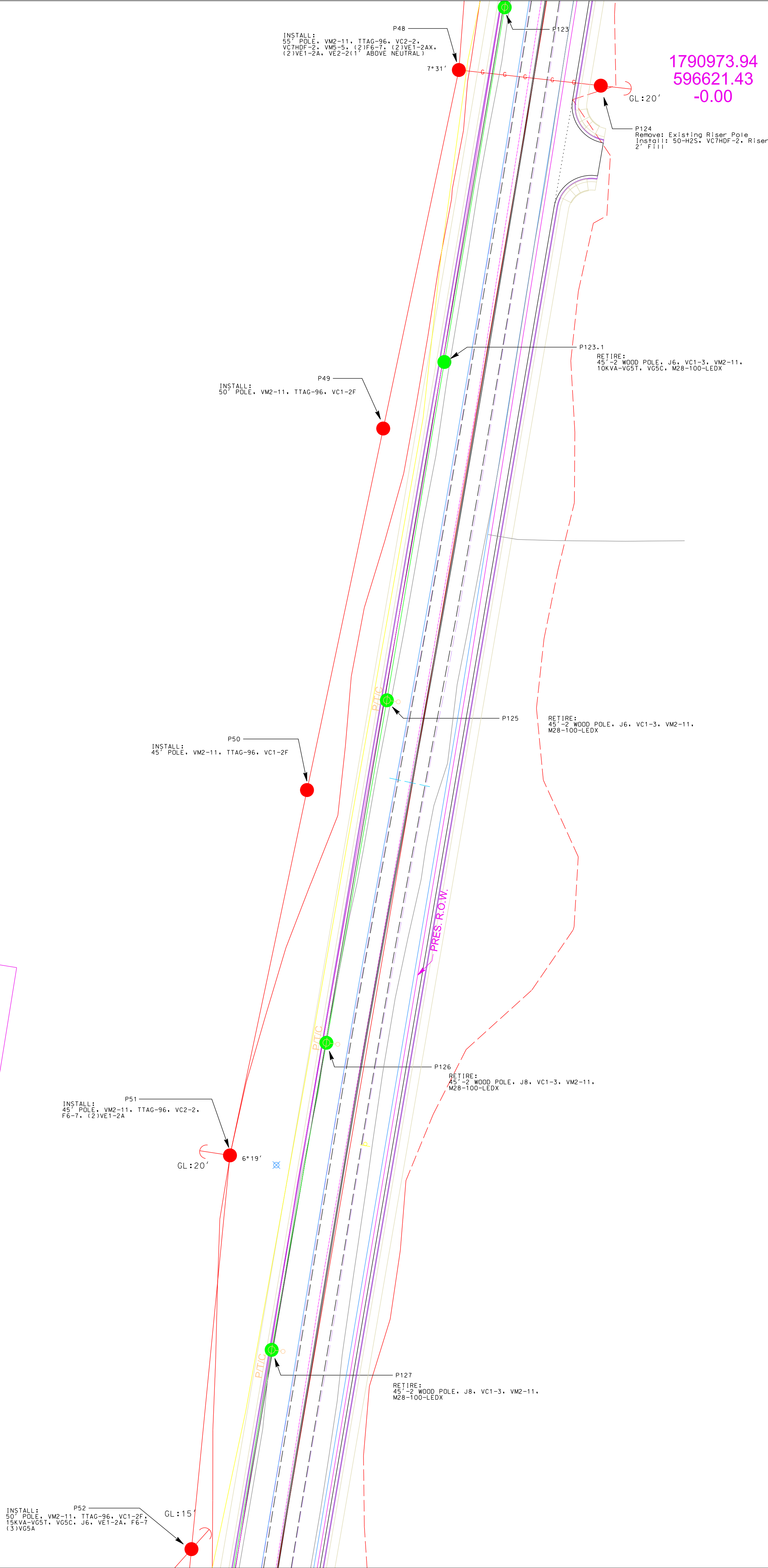
SCALE: 1" = 50'

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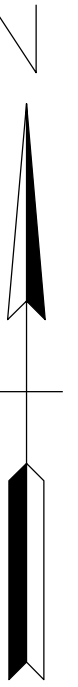
RANDALL W. THOMAS AND
AMANDA H. THOMAS

B & F VENTURES

JAMES N. MCFARLIN, JR



TYPE	YEAR	SHEET NO.
ELEC.	2025	7



Phase I

M.T.E.M.C. LEGEND

-  POLE - TO BE INSTALLED
-  POLE - TO BE REMOVED
-  POLE - TO BE REPLACED
-  POLE - TO REMAIN
-  POLE - TEMPORARY
-  ANCHOR - TO BE INSTALLED
-  ANCHOR - TO BE REMOVED
-  ANCHOR - TO REMAIN
-  ANCHOR - TEMPORARY
-  LINE - TO BE INSTALLED
-  LINE - TO BE REMOVED
-  LINE - TO REMAIN
-  LINE - TEMPORARY

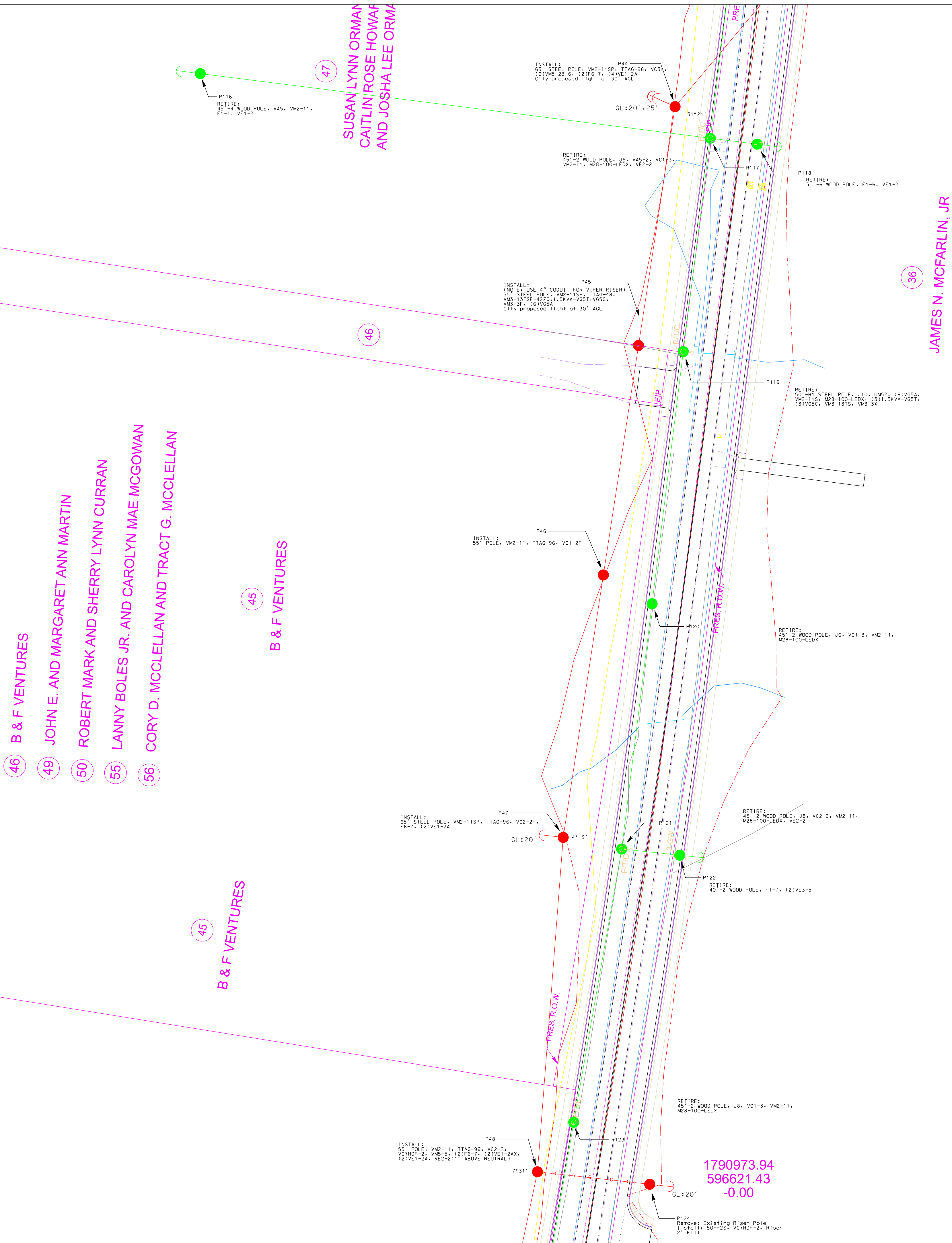
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MIDDLE TENNESSEE ELECTRIC

Exhibit A

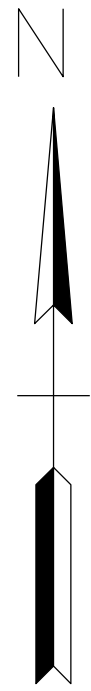
PROPOSED ELECTRIC DESIGN

SCALE: 1" = 50'



1790973.94
596621.43
-0.00

TYPE	YEAR	SHEET NO.
ELEC.	2025	8



Blair Rd W/ Phase III

M.T.E.M.C. LEGEND

- POLE - TO BE INSTALLED
- POLE - TO BE REMOVED
- POLE - TO BE REPLACED
- POLE - TO REMAIN
- POLE - TEMPORARY
- ANCHOR - TO BE INSTALLED
- ANCHOR - TO BE REMOVED
- ANCHOR - TO REMAIN
- ANCHOR - TEMPORARY
- LINE - TO BE INSTALLED
- LINE - TO BE REMOVED
- LINE - TO REMAIN
- LINE - TEMPORARY

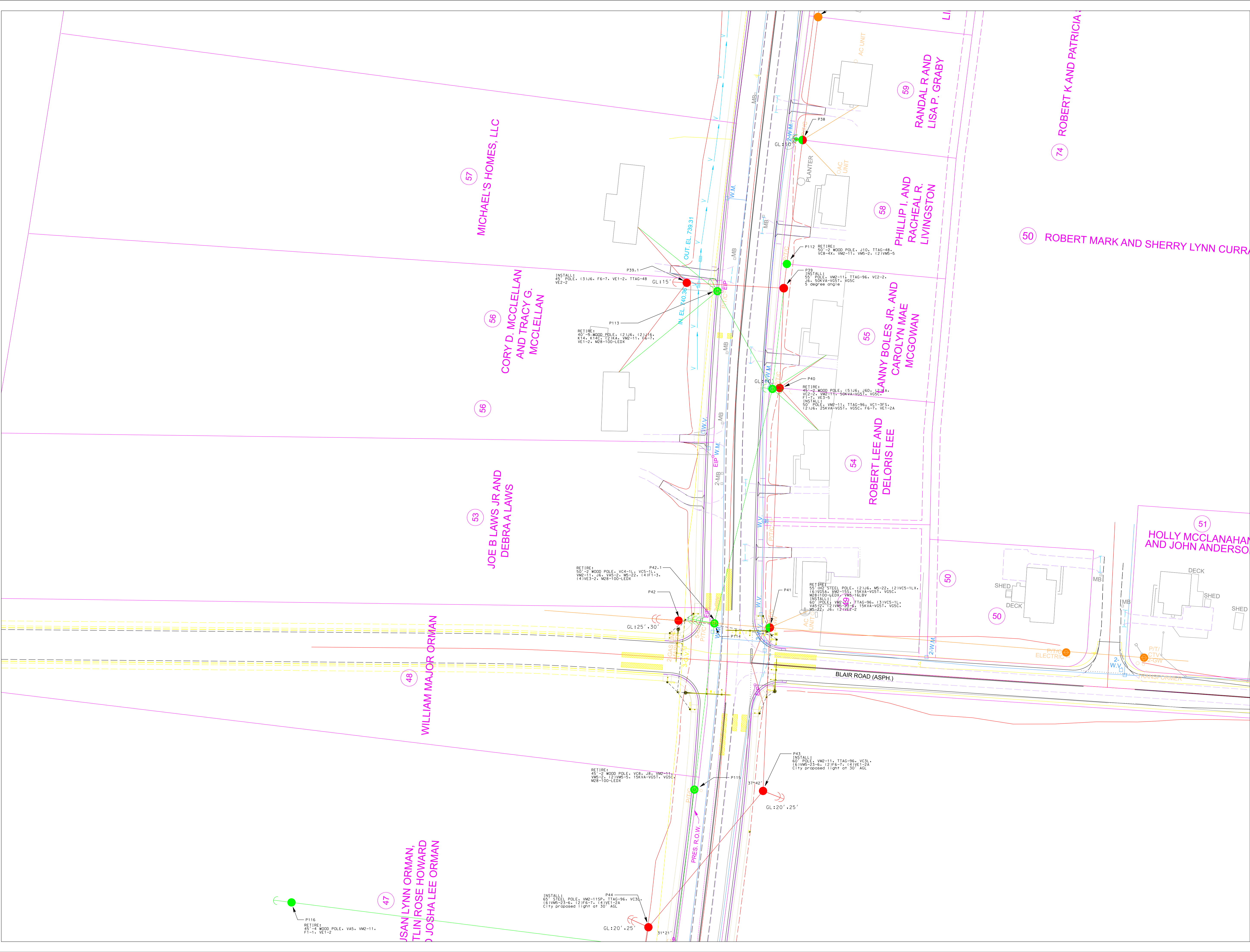
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MIDDLE TENNESSEE ELECTRIC

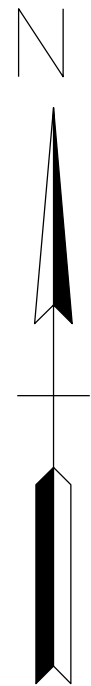
Exhibit A

PROPOSED ELECTRIC DESIGN

SCALE: 1" = 50'



TYPE	YEAR	SHEET NO.
ELEC.	2025	9



Phase III

M.T.E.M.C. LEGEND

- POLE - TO BE INSTALLED
- POLE - TO BE REMOVED
- POLE - TO BE REPLACED
- POLE - TO REMAIN
- POLE - TEMPORARY
- ANCHOR - TO BE INSTALLED
- ANCHOR - TO BE REMOVED
- ANCHOR - TO REMAIN
- ANCHOR - TEMPORARY
- LINE - TO BE INSTALLED
- LINE - TO BE REMOVED
- LINE - TO REMAIN
- LINE - TEMPORARY

COORDINATE VALUES ARE NAD/83 (1995), AND ARE DATUM ADJUSTED BY THE FACTOR OF 1.000000, AND ARE TIED TO THE TENNESSEE GEODETIC REFERENCE NETWORK. ALL ELEVATIONS ARE REFERENCED TO THE NAVD 1988.

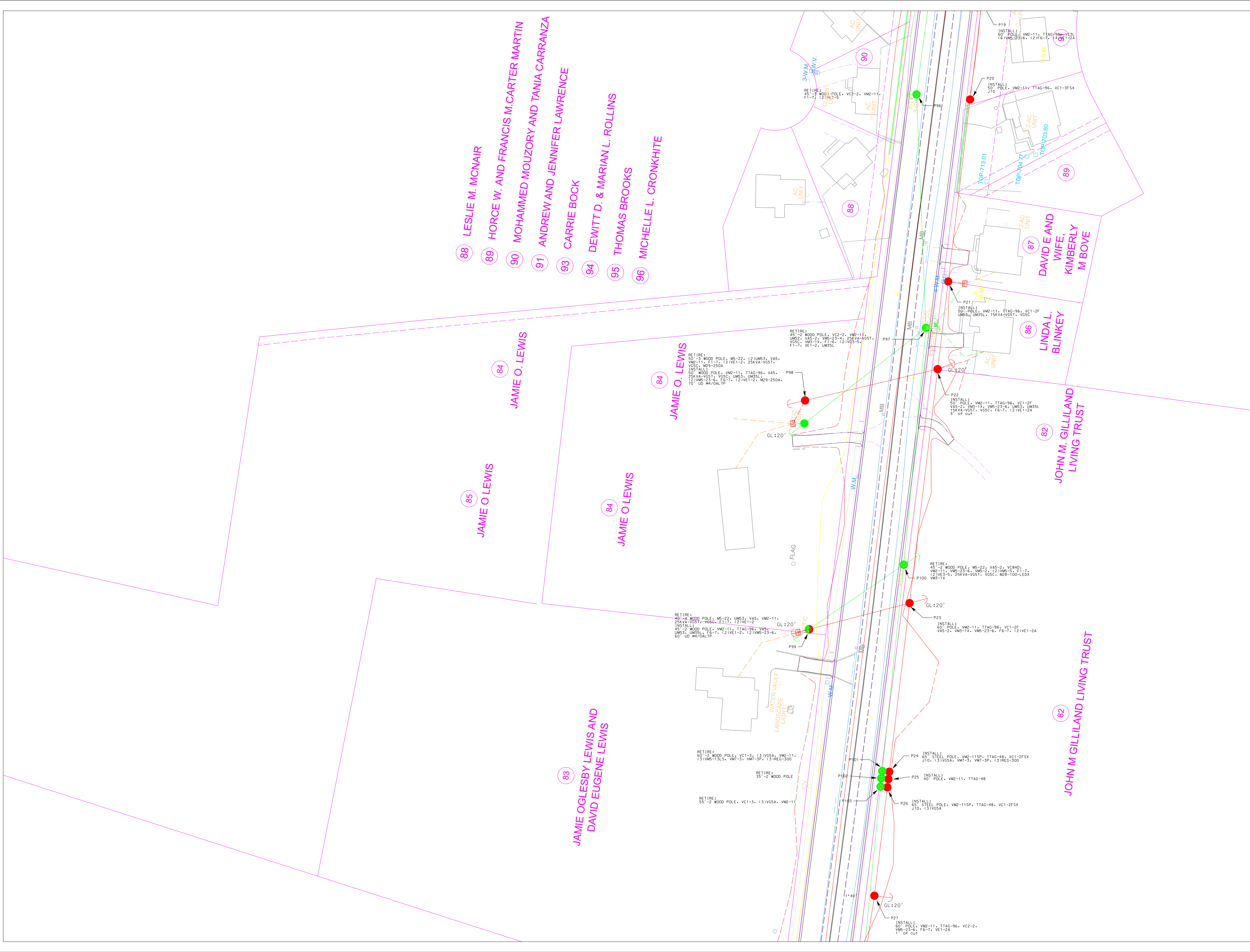
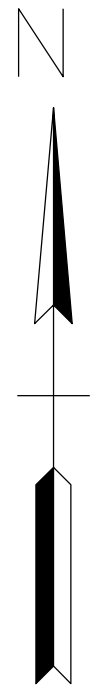
MIDDLE TENNESSEE ELECTRIC

Exhibit A

PROPOSED ELECTRIC DESIGN

SCALE: 1" = 50'

TYPE	YEAR	SHEET NO.
ELEC.	2025	11



Phase III

M.T.E.M.C. LEGEND

- POLE - TO BE INSTALLED
- POLE - TO BE REMOVED
- POLE - TO BE REPLACED
- POLE - TO REMAIN
- POLE - TEMPORARY
- ANCHOR - TO BE INSTALLED
- ANCHOR - TO BE REMOVED
- ANCHOR - TO REMAIN
- ANCHOR - TEMPORARY
- LINE - TO BE INSTALLED
- LINE - TO BE REMOVED
- LINE - TO REMAIN
- LINE - TEMPORARY

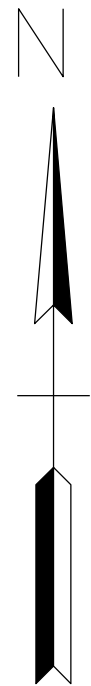
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MIDDLE TENNESSEE ELECTRIC

Exhibit A
PROPOSED ELECTRIC
DESIGN

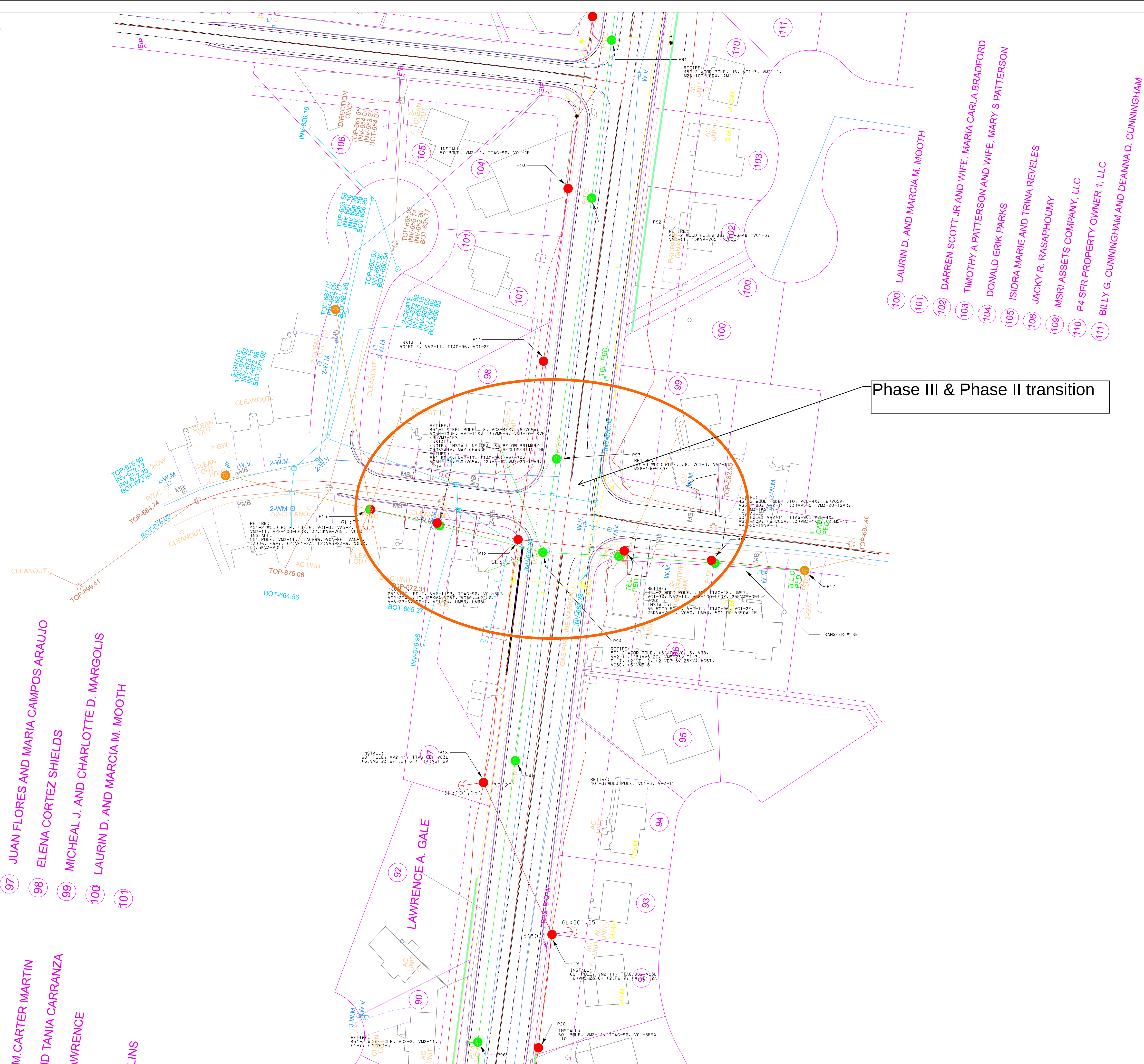
SCALE: 1" = 50'

TYPE	YEAR	SHEET NO.
ELEC.	2025	12



MCARTER MARTIN
D TANIA CARRANZA
WRENCE
LINS

97 JUAN FLORES AND MARIA CAMPOS ARAUJO
98 ELENA CORTEZ SHIELDS
99 MICHEAL J. AND CHARLOTTE D. MARGOLIS
100 LAURIN D. AND MARCIA M. MOOTH
101



Phase III & Phase II transition

Phase III & Phase II

M.T.E.M.C. LEGEND

- POLE - TO BE INSTALLED
- POLE - TO BE REMOVED
- POLE - TO BE REPLACED
- POLE - TO REMAIN
- POLE - TEMPORARY
- ANCHOR - TO BE INSTALLED
- ANCHOR - TO BE REMOVED
- ANCHOR - TO REMAIN
- ANCHOR - TEMPORARY
- LINE - TO BE INSTALLED
- LINE - TO BE REMOVED
- LINE - TO REMAIN
- LINE - TEMPORARY

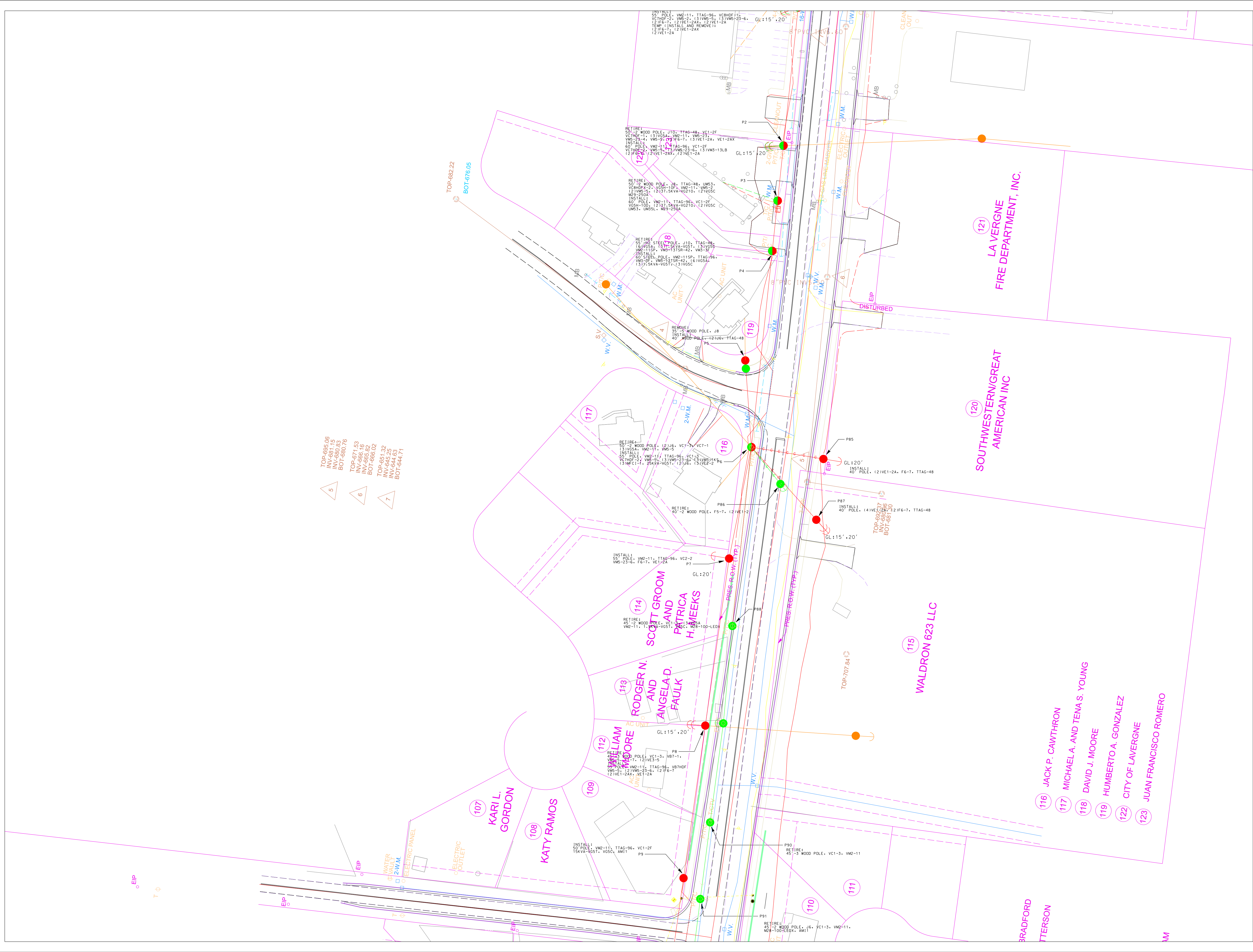
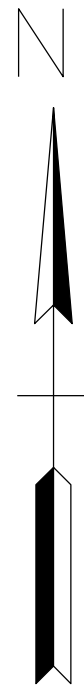
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MIDDLE TENNESSEE ELECTRIC

Exhibit A
PROPOSED ELECTRIC
DESIGN

SCALE: 1" = 50'

TYPE	YEAR	SHEET NO.
ELEC.	2025	13



- 5

TOP-686.06
INV-681.15
BOT-680.83
BOT-680.76
- 6

TOP-671.53
INV-666.16
BOT-665.82
BOT-666.02
- 7

TOP-661.32
INV-645.75
BOT-644.63
BOT-644.71

Phase II

M.T.E.M.C. LEGEND

- POLE - TO BE INSTALLED
- POLE - TO BE REMOVED
- POLE - TO BE REPLACED
- POLE - TO REMAIN
- POLE - TEMPORARY
- ANCHOR - TO BE INSTALLED
- ANCHOR - TO BE REMOVED
- ANCHOR - TO REMAIN
- ANCHOR - TEMPORARY
- LINE - TO BE INSTALLED
- LINE - TO BE REMOVED
- LINE - TO REMAIN
- LINE - TEMPORARY

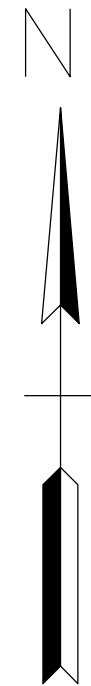
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MIDDLE TENNESSEE ELECTRIC

Exhibit A
PROPOSED ELECTRIC
DESIGN

SCALE: 1" = 50'

TYPE	YEAR	SHEET NO.
ELEC.	2025	14



Phase II

M.T.E.M.C. LEGEND

- POLE - TO BE INSTALLED
- POLE - TO BE REMOVED
- POLE - TO BE REPLACED
- POLE - TO REMAIN
- POLE - TEMPORARY
- ANCHOR - TO BE INSTALLED
- ANCHOR - TO BE REMOVED
- ANCHOR - TO REMAIN
- ANCHOR - TEMPORARY
- LINE - TO BE INSTALLED
- LINE - TO BE REMOVED
- LINE - TO REMAIN
- LINE - TEMPORARY

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MIDDLE TENNESSEE ELECTRIC

Exhibit A

PROPOSED ELECTRIC DESIGN

SCALE: 1" = 50'

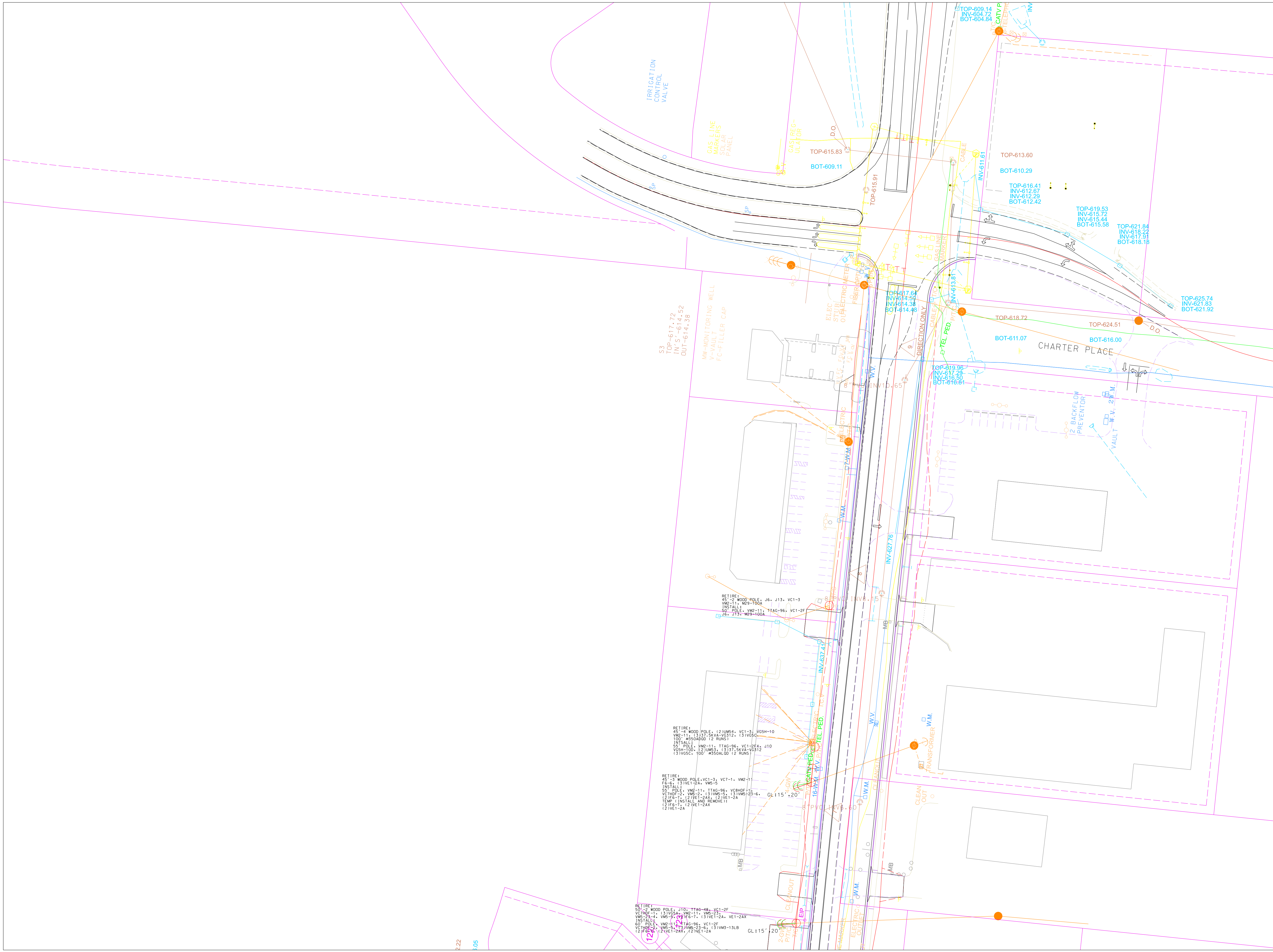


EXHIBIT B

Estimate Summary-Total

Date: 7/1/2025

Project No.:

County: Rutherford

Relocation of lines to clear construction: City of LaVergne - S Waldron Road

W.O. 16250047

Phase 1

Number of Poles on Private Right of Way	17
Number of Poles on Public Right of Way	23
Total Poles	40

Total Engineering Cost <i>(see attached detail)</i>	\$	617,356.19
43% of Total Engineering Cost due Middle Tennessee EMC	\$	265,463.16
Estimated Easement Costs	\$	40,975.00
Total Due Middle Tennessee EMC Phase 1	\$	306,438.16

Phase 2

Number of Poles on Private Right of Way	7
Number of Poles on Public Right of Way	13
Total Poles	20

Total Engineering Cost <i>(see attached detail)</i>	\$	327,478.09
35% of Total Engineering Cost due Middle Tennessee EMC	\$	114,617.33
Estimated Easement Costs	\$	19,325.00
Total Due Middle Tennessee EMC Phase 2	\$	133,942.33

Phase 3

Number of Poles on Private Right of Way	18
Number of Poles on Public Right of Way	6
Total Poles	24

Total Engineering Cost <i>(see attached detail)</i>	\$	339,607.32
75% of Total Engineering Cost due Middle Tennessee EMC	\$	254,705.49
Estimated Easement Costs	\$	21,650.00
Total Due Middle Tennessee EMC Phase 3	\$	276,355.49

Estimated Total Due Middle Tennessee EMC	\$	716,735.98
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Estimate Bill-Phase 1

Date: 7/1/2025
Project No.:

County: Rutherford

Relocation of lines to clear construction: City of LaVergne - S Waldron Road - Phase 1

W.O. 16250047

Number of Poles on Private Right of Way	17
Number of Poles on Public Right of Way	23
Total	40

(A)	1.	Engineering Labor	\$	12,096.00
	2.	Inspector Labor	\$	1,056.00
	3.	Engineering/Inspector Overhead and Taxes	\$	9,746.95
	4.	Crew Labor	\$	-
	5.	Contractor Labor	\$	338,818.48
	6.	Transportation	\$	96.48
	7.	Right of Way (Tree Trimming)	\$	36,000.00
	8.	Material	\$	148,292.28
	9.	Traffic Control	\$	64,800.00
	10.	UG Primary Ditch	\$	6,450.00
		Total A	\$	617,356.19

Less Betterment

(B)	1.	Less Material Used	\$	-
		Less Betterment Labor	\$	-
		Total B	\$	-

Grand Total A - B	\$	617,356.19
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43% of Total Engineering Cost due Middle Tennessee EMC	\$	265,463.16
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Estimated Easement Costs	\$	40,975.00
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Total Due Middle Tennessee EMC	\$	306,438.16
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Estimate Bill-Phase 2

Date: 7/1/2025
Project No.:

County: Rutherford

Relocation of lines to clear construction: City of LaVergne - S Waldron Road - Phase 2

W.O. 16250047

Number of Poles on Private Right of Way	7
Number of Poles on Public Right of Way	13
Total	20

(A)	1.	Engineering Labor	\$	6,048.00
	2.	Inspector Labor	\$	528.00
	3.	Engineering/Inspector Overhead and Taxes	\$	4,873.47
	4.	Crew Labor	\$	-
	5.	Contractor Labor	\$	169,409.24
	6.	Transportation	\$	48.24
	7.	Right of Way (Tree Trimming)	\$	18,000.00
	8.	Material	\$	74,146.14
	9.	Traffic Control	\$	51,200.00
	10.	UG Primary Ditch	\$	3,225.00
		Total A	\$	327,478.09

Less Betterment

(B)	1.	Less Material Used	\$	-
		Less Betterment Labor	\$	-
		Total B	\$	-

Grand Total A - B	\$	327,478.09
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35% of Total Engineering Cost due Middle Tennessee EMC	\$	114,617.33
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Estimated Easement Costs	\$	19,325.00
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Total Due Middle Tennessee EMC	\$	133,942.33
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Estimate Bill-Phase 3

Date: 7/1/2025
Project No.:

County: Rutherford

Relocation of lines to clear construction: City of LaVergne - S Waldron Road - Phase 3

W.O. 16250047

Number of Poles on Private Right of Way	18
Number of Poles on Public Right of Way	6
Total	24

(A)	1.	Engineering Labor	\$	7,056.00
	2.	Inspector Labor	\$	616.00
	3.	Engineering/Inspector Overhead and Taxes	\$	5,685.72
	4.	Crew Labor	\$	-
	5.	Contractor Labor	\$	194,864.49
	6.	Transportation	\$	56.28
	7.	Right of Way (Tree Trimming)	\$	21,000.00
	8.	Material	\$	86,503.83
	9.	Traffic Control	\$	20,600.00
	10.	UG Primary Ditch	\$	3,225.00

Total A \$ 339,607.32

Less Betterment

(B)	1.	Less Material Used	\$	-
		Less Betterment Labor	\$	-

Total B \$ -

Grand Total A - B \$ 339,607.32

75% of Total Engineering Cost due Middle Tennessee EMC \$ 254,705.49

Estimated Easement Costs \$ 21,650.00

Total Due Middle Tennessee EMC \$ 276,355.49



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: January 6, 2026

Item #: 5.C.	Approve Memorandum of Understanding with Motlow State Community College for Emergency Medical Technician Training for the Fire Department.
Department:	Fire
Presented By:	Ronny Beasley
Item Attachments:	1. MOU - La Vergne Fire Department EMT Spring 2025

Summary:

The fire department is seeking approval of a MOU with Motlow State Community College for EMT Training.

Background Information:

The fire department is seeking approval of the MOU with Motlow State Community College for Emergency Medical Technician Training. The course will provide department members with EMT-Basic-level training. This training is included in the 2025-26 budget.

Financial Summary:

The cost is \$12,000, and is included in the 2025-26 budget.

Staff Recommendation:

Staff recommends approval.

MEMORANDUM OF UNDERSTANDING (“MOU”) FOR NON-CREDIT INSTRUCTION

This MOU serves as authorization for Motlow State Community College (MSCC) to provide and bill the City of La Vergne, on behalf La Vergne Fire Department, (LFD) located at 283 Old Nashville Hwy La Vergne, TN 37086 for the following:

Program Title(s): Emergency Medical Technician

Description: Training consists of 240 hours of class time.

Instructor(s): To be provided by Motlow State Community College

Date(s) and Time: Class Dates are January 20th 2025 through May 5th 2025; 8:00am-4:30pm

Location: La Vergne Fire Department

CEU’S per Participant: 24

Number of Participants: Not to exceed 24

Program Fee: \$12,000

Motlow State Community College will provide all instructional materials.

LFD agrees to make payment for services rendered within 30 days of receipt of an invoice. Payments not received within thirty days of receipt of invoice will be delinquent and subject to collection in accordance with Tennessee Board of Regents and MSCC policies and guidelines, including referral to a collection agency. LFD agrees to pay all collection costs incurred by MSCC.

MSCC and LFD agree that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this MOU or in the employment practices of MSCC or LFD on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by applicable federal or Tennessee law. MSCC and LFD shall comply with all applicable federal and Tennessee law.

It is the policy of the LFD not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this agreement, MSCC certifies it will comply with this policy.

MSCC acknowledges that the LFD is a federal government contractor. Therefore, in carrying out its obligations under MOU, MSCC shall specifically acknowledge and agree as follows:

- (1) The LFD and MSCC shall abide by the requirements of 41 CFR 60-1.4(a). This regulation prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin, and requires federal government contractors and subcontractors to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (2) The LFD and MSCC shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.
- (3) The LFD and MSCC shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**City of La Vergne on behalf of the
La Vergne Fire Department**

Signature of Official

Title

Date

Motlow State Community College

Signature of Official

Contracts Officer

Title

Date



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: January 6, 2026

Item #: 5.D.	Approve an Athletic Facility Reservation for YMCA Soccer to use a Field at Veterans Memorial Park.
Department:	Parks & Recreation
Presented By:	David McGowen
Item Attachments:	1. YMCA Permit 2026

Summary:

This is a Facility Use Permit that will allow the YMCA to use ball fields at Veterans Memorial Park to host a youth soccer program.

Background Information:

The North Rutherford YMCA used fields at Veterans Memorial Park to host a youth soccer league for Fall of 2025. This permit will allow the YMCA to use those same fields to operate the Spring 2026 season. The term of this permit will be March 2026–May 16, 2026.

Financial Summary:

There will be no additional costs to the City.

Staff Recommendation:

Staff recommends approval.

CITY OF LA VERGNE
Parks and Recreation
Athletic Facility Reservation Form
For Service Provider/Special Events

Name of Organization: YMCA Address: 1000 Church Street
Authorized Representative: Lance Westbrooks City: Nashville
Phone (Home): 615-259-9622 ext, 76035 Phone(Work): 615-259-9622
Location Requested: Veterans Memorial Park Fields 1 - 4 Date/Time: March 2026 - May 16, 2026
Purpose: Youth Soccer Program

I. The YMCA of Middle Tennessee agrees to:

1. Provide the City with schedules of games and practices by February, 2026.
2. Provide staff and adult supervision for activities authorized at this site under this reservation.
3. Notify the Director of Parks and Recreation or Designee of any scheduling changes or cancellations.
4. Limit activities to the times, dates, and locations specified on this reservation.
5. After each YMCA usage, control and remove litter from the game fields, spectators' areas, parking lots, and other property used in connection with this reservation.
6. Abide by all rules and regulations of La Vergne Parks and Recreation regarding the use of park lands.
7. Complete YMCA Accident Reports (YMCA protocol) when an injury occurs and notify the Director of Parks and Recreation or Designee within 24 hours.
8. Notify the Director of Parks and Recreation or Designee of the game fields, spectator areas, or any other property utilized in connection with this reservation that need repair.
9. Postpone or cancel any competition or practice that will physically damage the playing surfaces or related facilities as determined by the Director of Parks and Recreation.
10. The YMCA cannot be held directly responsible for any unauthorized use of facilities outside of non-scheduled league activities. The organizations shall reimburse the City for any expenses for damages caused by the activities of the over and beyond normal wear to the facilities.
11. Provide proof of public general liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence and name the City of La Vergne as an additional insured in said policy. The insurance shall be on an occurrence basis so that claims made at subsequent dates are covered. Said policy of insurance must be submitted to the City prior to the use of the park properties.
12. Indemnify, defend, and save harmless the City, its officers, employees, and representatives, from any and all liability arising from the use of properties, facilities, and equipment in the provision of activities under this reservation.
13. Agree that a material condition of this reservation is that the organization will not directly or indirectly deny participation or admittance to these activities to any person or persons on the basis of race, religion, color, sex, physical or mental handicap, ancestry, national origin, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

II. The City Will:

1. Provide facilities of specified times, dates, and locations outlined on reservation form.
2. Maintain game fields, spectator areas, parking lots, and other property used in connection with reservation in a playable condition to the extent it is feasible to do so.
3. Prepare the playing surfaces at the start of the day for scheduled competition.
4. Determine when athletic facilities cannot be utilized due to inclement weather and/or unsafe playing conditions by 7 am on game dates and 4 pm on practice dates.
5. Provide reasonable accommodations for re-scheduling any competition postponed or canceled due to inclement weather and/or playing conditions. Such accommodations will be strictly limited to the availability of facilities and shall not interfere with any scheduled activity as determined by the Director of Parks and Recreation or Designee.
6. Provide the organization with an Expense Summary and backup for all claims made against the user for reimbursement of cost associated with damages to the facilities over and beyond normal wear to the facilities. Claims shall be inclusive of all material, labor, and equipment costs.

The YMCA of Middle Tennessee agrees to the terms and conditions of this facility reservation form and acknowledges that violation of said terms can result in the revocation of use at the discretion of the City.

Signed: Lance Westbrooks Date: 12/3/2025
Print Name: Lance Westbrooks Title: Director of Association Sports

Approved By: _____ Date: _____
City Staff Signature / Title

Amount Paid: _____ Check#: _____



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: January 6, 2026

Item #: 5.E.	Approve Agreement for Engineering Services with CTI regarding North Clayton Estates Interceptor Sewer.
Department:	Engineering
Presented By:	Kyle Brown
Item Attachments:	1. Agreement - CTI Engineers - North Clayton Estates Interceptor Sewer

Summary:

This is a proposal from CTI Engineers to provide engineering services relative to the replacement of the North Clayton Estates Interceptor Sewer.

Background Information:

The attached memo from John Gahring, Jr., PE, BCEE, and Agreement for Engineering Services is for professional services needed for the design and construction of a replacement for the North Clayton Estates Interceptor Sewer line. This includes the design phase, bidding phase, construction phase and surveys, permits and easements. All services except for the surveys, permits and easements are priced on a lump sum basis. The surveys, permits and easements are based on a cost-plus fee basis.

Financial Summary:

The total estimated cost for these professional services is \$265,250.00. The funding for this project will come from the recent water and sewer bond issue.

Staff Recommendation:

Staff recommends approval.



3354 Perimeter Hill Drive
Suite 140
Nashville, TN 37211
615-834-8300
www.ctiengr.com

VIA E-MAIL

December 31, 2025

Kyle Brown, PE
Assistant City Manager
City of La Vergne, Tennessee
1500 E Nir Shreibman Boulevard
Nashville, TN 37086

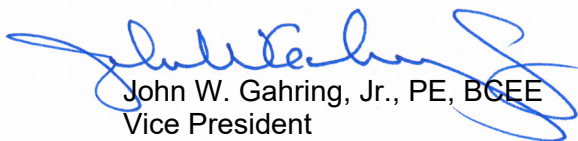
Subject: City of La Vergne, Tennessee
North Clayton Estates Interceptor Sewer
CTI Proposal NP25004

Dear Mr. Brown:

In response to your request, we are submitting an agreement for engineering services relative to the replacement of the North Clayton Estates Interceptor Sewer. We propose to provide these professional services on a lump sum and cost plus basis not to exceed \$265,250.00. Of course, we will attempt to complete the work for less.

If the agreement is acceptable to you, please execute and return one signed copy to this office. Receipt of a signed copy will constitute our authorization to proceed. We appreciate your confidence in our project team and look forward to working with you.

Sincerely,

A blue ink signature of John W. Gahring, Jr. is written over a white rectangular background. The signature is fluid and cursive, with the first name "John" being the most prominent part.

John W. Gahring, Jr., PE, BCEE
Vice President

Attachments

c: Mr. Bruce Richardson, City Administrator
Mr. Michael Dietz, Public Works Director
Mr. Scott Tatalovich, Utility Engineer

AGREEMENT FOR ENGINEERING SERVICES

This Agreement made this ____ day of _____, 2026, by and between the City of La Vergne, Tennessee; 5093 Murfreesboro Road; La Vergne, Tennessee 37086 (hereinafter referred to as CLIENT) and Consolidated Technologies, Inc., dba CTI Engineers, Inc., 3354 Perimeter Hill Drive, Suite 140, Nashville, Tennessee (hereinafter referred to as CTI).

Whereas, the CLIENT desires to engage CTI to perform certain professional services in connection with the design and construction of a replacement for the North Clayton Estate Sewer Interceptor (hereinafter referred to as the project).

Now, therefore, the CLIENT and CTI do hereby agree as follows:

1. CTI shall provide engineering services for the project as outlined in attached Appendix B, Scope of Services, in accordance with the terms and conditions of this Agreement.
2. The CLIENT shall assume responsibilities relative to the project as outlined in the attached Appendix B, Scope of Services.
3. For the services provided by CTI as outlined in the attached Appendix B, Scope of Services, CTI shall be paid the following fees:

Service	Fee Basis	Fee
Design Phase Services	Lump Sum	\$141,250.00
Bidding Phase Services	Lump Sum	\$20,000.00
Construction Phase Services	Lump Sum	\$61,500.00
Surveys, Permits, and Easements	Cost-Plus	\$42,500.00
Total Fee		\$265,250.00

For the cost-plus services provided by CTI as outlined in the attached Appendix B, Scope of Services, CTI will be paid an amount equal to salary costs plus 120 percent of salary costs plus 110 percent of direct non-salary expenses. The total cost-plus fee will not exceed \$42,500.00 without the prior authorization of the CLIENT.

Salary costs shall include the salaries and wages paid to all CTI personnel engaged directly on the project, plus the cost of customary and statutory benefits and payroll taxes. Direct non-salary expenses shall include subcontracts, travel and subsistence, computer and CADD service charges, communications, field supplies and equipment rental, reproduction, and other project-related expenses.

4. Additional services may be performed when authorized in writing by the CLIENT. Compensation for these additional services shall be at salary cost plus 120 percent of salary cost OR the above hourly rates plus 110 percent of direct non-salary expenses.
5. Invoices will be submitted by CTI monthly. For lump sum services, the invoice amount will be based upon the percentage of work completed during the period. For cost-plus or hourly rate services, the invoice amount will be based upon the time and expenses chargeable to the project during the period.

6. Payments for invoices submitted by CTI are due and payable upon receipt. Payments due CTI under this Agreement are subject to a service charge of 1-1/2 percent per month on all balances not paid within twenty-five (25) days after the date of receipt of invoice.

Unless otherwise stipulated in writing, CTI is authorized to begin work on the project upon receipt from the CLIENT of an executed copy of this Agreement.

The following appendices are attached hereto and made a part of this Agreement as if written herein: Appendix A, General Conditions, and Appendix B, Scope of Services.

In witness whereof, both parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above.

ACCEPTED BY CLIENT:

CITY OF LA VERGNE, TENNESSEE

BY _____

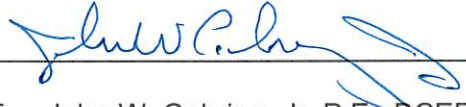
NAME _____

TITLE _____

DATE _____
(Insert here and on first line)

ACCEPTED BY CTI:

CONSOLIDATED TECHNOLOGIES, INC.
dba CTI ENGINEERS, INC.

BY  _____

NAME John W. Gahring, Jr. P.E., BCEE

TITLE Vice President

DATE 12/31/2025

APPENDIX A GENERAL CONDITIONS

1. **Standard of Care.** Services performed by CTI under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same or similar locality under similar conditions. CTI makes no warranty or guarantee, either expressed or implied, as part of this Agreement. CTI shall not be liable in the event that erroneous information is supplied by the CLIENT or a responsible third party not under contract to CTI, and CTI in good faith subsequently relies upon and incorporates such information into its documents.
2. **Non-Disclosure.** CTI shall not disclose or permit disclosure of any information designated in writing by the CLIENT as confidential, except to its employees and subcontractors who need such information in order to execute the services under this Agreement.
3. **Opinions of Cost.** Where applicable, statements concerning probable construction cost or cost estimates prepared by CTI represent the judgment of design professionals familiar with the construction industry. It is recognized, however, that neither the CLIENT nor CTI has any control over the cost of labor, materials, or equipment; the contractor's methods of determining bid prices; or competitive bidding or market conditions. Accordingly, CTI cannot and does not guarantee that bids or construction costs will not vary from any statement of probable construction cost or other cost estimate prepared by CTI.
4. **Ownership and Reuse of Documents.** Any calculations, drawings, specifications, manuals, and reports developed pursuant to this Agreement, including files and documents in electronic format, are instruments of service, and CTI shall retain all ownership, copyrights, and intellectual property interests therein. The CLIENT may, at its expense, make copies for information and reference in connection with use and occupancy of the project. However, such documents are not intended to be suitable for reuse by the CLIENT without verification and adaptation by CTI, and any reuse will be at the CLIENT'S sole risk and without liability to CTI.
5. **Electronic Copies of Documents.** CTI shall not be required to provide electronic copies of documents or CADD files unless specifically required by the Scope of Services. Any electronic or CADD file shall be considered a convenience to the CLIENT. Format and layering shall be CTI's standard unless required otherwise by the Scope of Services. In the event of a discrepancy or difference between an electronic or CADD file and a hard copy, the sealed paper copy shall govern. Due to the easily alterable nature of electronic files, CTI makes no warranty, express or implied, with respect to the accuracy, completeness, absence of viruses, or fitness for any particular purpose or use. The CLIENT shall not make modifications to or permit others to make copies of or modifications to electronic copies of documents or CADD files without prior written authorization of CTI.
6. **Insurance.** CTI shall, during the performance of the Agreement, keep in force statutory Workers Compensation Insurance, Comprehensive General Liability, and Automobile Liability Insurance with a combined single limit of \$1 million for bodily injury and property damage, and Professional Liability Insurance with an aggregate limit of \$2 million.
7. **Limitation of Liability.** In recognition of the relative risks and benefits of the project to the CLIENT and to CTI, the CLIENT agrees to an allocation of risks such that CTI's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any cause or causes shall not exceed \$50,000 or two times the amount of CTI's total fees for services rendered on the project, whichever is greater. The CLIENT agrees that CTI's officers, employees, and agents will have no personal liability to the CLIENT for any damages arising out of or relating to this Agreement. It is further agreed that the parties each waive their right to indirect, incidental, special, consequential, or punitive damages.
8. **Suspension, Cancellation, and Termination.** The CLIENT may terminate this Agreement for the CLIENT'S convenience and without cause upon giving CTI not less than 30 calendar days' written notice. Either party may terminate the Agreement immediately upon the other's filing for bankruptcy, insolvency, or assignment to creditors. This Agreement may be terminated by either party for cause upon 30 calendar days' written notice of a substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party; cancellation of the project; suspension of CTI's services for more than 90 calendar days; or material changes in conditions or the nature of the project and failure of the parties to reach agreement on compensation and schedule adjustments necessitated by such changes. During the 30-day period, the party receiving the termination notice shall have the right to cure the failure or submit a plan to cure acceptable to the other party. In the event the Agreement is terminated by either party, CTI shall be compensated for services performed up to the date of termination.
9. **Force Majeure.** If an event or circumstance beyond CTI's reasonable control occurs, including without limitation an act of God, fire, flood, hurricane, wind event, storm, weather disturbance, earthquake, pandemic, disease, epidemic, or other viral or bacterial outbreak, government-ordered shutdown, quarantine or shelter-in-place order, an act or omission of a third party, strike, war, riot, terrorism or threat of terrorism, civil unrest, or any other event or circumstance not within the reasonable control of CTI, whether similar or dissimilar to any of the foregoing, that cause CTI delay or additional expense ("Force Majeure Event"), then CTI is entitled to an equitable adjustment in the contract price or time for performance. If any Force Majeure Event renders CTI's performance impossible or impracticable, CTI has the right to terminate performance under this Agreement consistent with any termination requirements that might exist in this Agreement. Upon occurrence of a Force Majeure Event, CTI will notify the CLIENT within a reasonable time that a Force Majeure Event has occurred and its anticipated impact on CTI's performance, including its expected duration. CTI will use reasonable efforts to mitigate the impact of any Force Majeure Event on CTI's ability to perform under this Agreement.
10. **Non-Payment.** If the CLIENT does not make timely payments on invoices to CTI, CTI may, upon giving 30 calendar days' written notice of its intent to do so, suspend its services or terminate this Agreement by reason of non-performance on the part of the CLIENT. Should an attorney or agency be required for the collection of any payments due under this Agreement, the CLIENT agrees to pay the full cost of collection, including reasonable attorney's or agency's fees, in addition to any other fee or payment due.
11. **Disputes.** All claims, disputes, and other matters in question between the parties relative to this Agreement shall first be submitted

to nonbinding mediation, unless the parties mutually agree otherwise. In the event the parties are unable to reach a settlement of any dispute or claim arising out of services under this Agreement through mediation, the parties may pursue their respective remedies at law or equity, unless the amount in controversy exceeds \$250,000, in which case the matter shall be decided by arbitration. A panel of three arbitrators shall be required. The decision rendered by the arbitrators shall be final and shall be specifically enforceable under the prevailing law of any court having jurisdiction. Fees of the arbitrators shall be shared equally by both parties. Neither the CLIENT nor CTI shall have the right to join a third party to any proceedings between the CLIENT and CTI unless the other party to this agreement consents to the joinder.

12. **Construction Phase Services.** Neither the activities of CTI under this Agreement nor the presence of its employees or agents at the job site shall imply any responsibility for the CLIENT's or construction contractor's methods of work performance, superintendence, supervision, sequencing of construction, or safety on or about the job site. CTI shall not be responsible for the failure of any contractor, subcontractor, or supplier not under contract to CTI to fulfill its responsibilities to the CLIENT or to comply with federal, state, or local laws/regulations/codes. CTI shall not be bound by any provision or obligation contained in the construction contract documents unless specifically included or referenced in the Scope of Services of this Agreement.
13. **Resident Observation.** Where applicable, services under "Resident Observation" or "Resident Project Representation" are provided to help minimize the risk of defects and deficiencies in the work of the construction contractor. Such services will consist of visual observations of the construction work and the equipment and materials used therein to enable CTI to render its professional opinion as to whether the work, in general, is proceeding in accordance with the contract documents. Such observation activities shall not be relied upon by any party as acceptance of the work, nor shall they relieve any party from fulfillment of customary and contractual responsibilities and obligations.
14. **Subsurface Investigations.** For services involving underground investigations and borings, the CLIENT understands that there is a risk that underground conditions may vary between, below, and beyond the actual locations explored. Accordingly, CTI cannot and does not guarantee that underground conditions encountered during construction will not differ from those indicated by the investigation.
15. **Hazardous Materials.** Hazardous materials may exist at a site when there is no reason to believe they could or should be present. The CLIENT agrees that discovery of unanticipated hazardous materials constitutes a changed condition which may be cause for additional compensation. At no time shall the actions of CTI on or off the project site be interpreted to make CTI an owner, operator, generator, transporter, or disposer of hazardous materials. CTI shall notify the CLIENT upon discovery of unanticipated hazardous materials. The CLIENT shall make any disclosures required by law to appropriate regulatory agencies or to the property owner, if the project site is not owned by the CLIENT.
16. **Fees and Taxes.** The CLIENT shall pay any applicable sales taxes, review fee(s), and/or permit fee(s) in the manner and amount required by law.
17. **Expert Witness Services.** CTI's services under this Agreement do not include participation in mediation, litigation, arbitration, or administrative judicial hearings on behalf of the CLIENT. Such services, if required, would be considered additional services subject to additional compensation.
18. **Purchase Orders.** The CLIENT agrees that these conditions supersede any standard terms and conditions contained in a preprinted purchase order issued by the CLIENT in connection with the project.
19. **Assignment and Successors.** Neither party shall assign, transfer, or sublet any rights under or interest in this Agreement without the prior written consent of the other party. This provision shall not prevent CTI from employing independent subconsultants and subcontractors to assist CTI in the performance of its duties. Each party binds itself to the successors, administrators, and assigns of the other party in respect to all covenants of this Agreement. Nothing in this Agreement shall be construed to give any rights, benefits, or causes of action to anyone other than the CLIENT and CTI.
20. **Waiver.** Any failure by CTI to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and CTI may subsequently require strict compliance at any time.
21. **Severability.** Should any provision of this Agreement be later found to be unenforceable for any reason, it shall be deemed void, and all remaining provisions shall continue in full force and effect.
22. **Governing Law.** This Agreement shall be governed by the laws of the State of Tennessee.
23. **Entire Agreement.** This Agreement represents the entire agreement between the CLIENT and CTI and supersedes all prior negotiations, understandings, or agreements, either written or oral, for the project. This Agreement may only be amended or supplemented by a duly executed written instrument. CTI is not obligated to begin services under this Agreement until it receives a fully executed, original copy (not a fax) of the Agreement.

APPENDIX B SCOPE OF SERVICES

I. SERVICES OF CTI

A. Design Phase Services

1. Prepare detailed design drawings, technical specifications, and contract documents for the project. Project consists of the replacement of Segments 1 and 2 of the North Clayton Estates Interceptor Sewer.
2. Prepare necessary contract documents utilizing CLIENT or CTI standards.
3. Coordinate design activities with CLIENT and appropriate regulatory agencies and prepare necessary review applications.
4. Prepare an opinion of probable construction cost.
5. Provide appropriate number of copies of plans, specifications, and contract documents for review by CLIENT and regulatory agencies. CLIENT will pay any review fees established by State.

B. Bidding Phase Services

1. Assist CLIENT in preparing and placing advertisements or bids in local papers and other media as selected by CLIENT. CLIENT will pay advertising costs.
2. Distribute drawings and bound contract documents and specifications to the contractors for use in bidding the project. Contractors shall be required to pay CTI an appropriate cost for reproduction, shipping, and handling of bid documents.
3. As required, interpret contract documents and issue addenda.
4. Assist CLIENT in collecting and tabulating bids.
5. Analyze bids received and prepare bid tabulation sheet.
6. Make recommendation for award.
7. Assist CLIENT in assembling construction documents for execution.

C. Construction Phase Services

1. *General Administration of Construction Contract.* CTI will consult with and advise CLIENT and act as CLIENT's representative as provided in the General Conditions of the construction contract, except as modified herein. The extent and limitations of the duties, responsibilities, and authority of CTI as assigned in said General Conditions will not be further modified, except as CTI may otherwise agree in writing. All of the CLIENT's instructions to Contractor will be issued through CTI who will have authority to act on behalf of the CLIENT to the extent provided in said General Conditions, except as otherwise provided in writing.

2. *Visits to Site and Observation of Construction.* In connection with observations of the work of Contractor while it is in progress:
 - a. CTI will make visits to the site at intervals appropriate to the various stages of construction as CTI deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor's work. Based on information obtained during such visits and on such observations, CTI will endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and CTI will keep the CLIENT informed of the progress of the work.
 - b. The purpose of CTI's visits to the site will be to enable CTI to better carry out the duties and responsibilities assigned to and undertaken by CTI during the Construction Phase, and, in addition, by exercise of CTI's efforts as an experienced and qualified design professional, to provide for the CLIENT a greater degree of confidence that the completed work of the Contractor will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor. On the other hand, CTI will not, during such visits or as a result of such observations of the Contractor's work in progress, supervise, direct, or have control over the Contractor's work, nor will CTI have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor, for safety precautions and programs incidental to the work of the Contractor or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to the Contractor furnishing and performing the work. Accordingly, CTI can neither guarantee the performance of the construction contracts by Contractor nor assume responsibility for the Contractor's failure to furnish and perform the work in accordance with the Contract Documents.
3. *Defective Work.* During such visits and on the basis of such observations, CTI may disapprove of or reject the Contractor's work while it is in progress if CTI believes that such work will not produce a completed project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the project as reflected in the Contract Documents.
4. *Interpretations and Clarifications.* CTI will issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.
5. *Shop Drawings.* CTI will review (or take other appropriate action in respect to) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples, and other data which the Contractor is required to submit, but only for general conformance with the design concept of the project and compliance with the information given in the Contract Documents. Such reviews or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incidental thereto.

6. *Substitutes.* CTI will evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor, but subject to the provision of Paragraph 2 of "Required Additional Services."
7. *Inspections and Tests.* CTI will have authority, as the CLIENT's representative, to require special inspection or testing of the work and will receive and review all certificates of inspections, testing, and approvals required by laws, rules, regulations, ordinances, codes, orders, or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).
8. *Disputes between CLIENT and Contractor.* CTI will act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of the CLIENT and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. CTI will not be liable for the results of any such interpretations or decisions rendered in good faith.
9. *Applications for Payment.* Based on CTI's on-site observations as an experienced and qualified design professional, on information provided by the CLIENT'S resident project representative and on review of applications for payment and the accompanying data and schedules:
 - a. CTI will determine the amounts owing to the Contractor and recommend in writing payments to the Contractor in such amounts. Such recommendations of payment will constitute a representation to the CLIENT, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of CTI's knowledge, information, and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion and to the results of any subsequent tests called for in the Contract Documents). In the case of unit price work, CTI's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).
 - b. By recommending any payment, CTI will not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by CTI to check the quality or quantity of the Contractor's work as it is furnished and performed beyond the responsibilities specifically assigned to CTI in this Agreement. CTI's review of the Contractor's work for the purposes of recommending payment will not impose on CTI responsibility to supervise, direct, or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incidental thereto or Contractor compliance with laws, rules, regulations, ordinances, codes, or orders applicable to furnishing and performing the work. It will also not impose responsibility on CTI to make any examination to ascertain how or for what purposes any Contractor

has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials, or equipment has passed to the CLIENT free and clear of any lien, claims, security interest, or encumbrances, or that there may not be other matters at issue between the CLIENT and the Contractor that might affect the amount that should be paid.

10. *Contractor's Completion Documents.* CTI will receive and review maintenance and operating instructions, schedules, guarantees, bonds, and certificates of inspection, tests, and acceptance, which are to be assembled by Contractor in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and acceptance of the results certified indicate compliance with, the Contract Documents); and will transmit them to the CLIENT with written comments.
11. *Inspections.* CTI will conduct a visual inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so CTI may recommend, in writing, final payment to the Contractor and may give written notice to the CLIENT and the Contractor that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in Paragraph 9b above.
12. *Project Meetings.* Attend all project-related meetings and conferences with the CLIENT, Contractor(s), and other applicable parties.
13. *Record Drawings.* Review and correlate the Contractor's as-built records with designer's records. Provide contract record drawings to the CLIENT.
14. *Limitation of Responsibilities.* CTI will not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor's or subcontractor's or supplier's agents or employees or any other persons (except CTI's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor's work; however, nothing contained in Paragraphs 1 through 14, inclusive, will be construed to release CTI from liability for failure to properly perform duties and responsibilities assumed by CTI under this Agreement.

D. Survey, Permits, and Easements (Cost-Plus)

1. CTI will provide topographic surveys (by others) of the project site for the purpose of design and construction control. The survey will provide one-foot contour interval on Tennessee State Plane coordinates, property lines, streets and rights-of-way, visible utilities, and benchmarks for use during construction.
2. CTI will prepare permit applications to assist CLIENT in obtaining permits from state, federal, and local authorities for creek crossings, highway crossings, etc. CLIENT will pay any review fees.
3. CTI will prepare easement descriptions and easement drawings for CLIENT's use in acquiring easements.

4. CTI will prepare a Stormwater Pollution Prevention Plan (SWPPP). CLIENT will pay any review fees established by State.

E. Additional Services Requiring Authorization in Advance

1. If authorized in writing by the CLIENT, CTI will furnish or obtain from others Additional Services of the types listed in the following paragraphs. These services are not included as part of Basic Services.
2. Start-up services.
3. Preparation of Operation and Maintenance Manuals.
4. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the project.
5. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by the CLIENT.
6. Services resulting from significant changes in the general scope, extent, or character of the project or its design including, but not limited to, changes in size, complexity, CLIENT's schedule, character of construction method or financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes, or orders enacted subsequent to the preparation of such studies, reports, or documents, or are due to any other causes beyond CTI's control.
7. Providing renderings or models for the CLIENT's use.
8. Preparing documents for alternate bids requested by the CLIENT for Contractor's work which is not executed or documents for out-of-sequence work.
9. Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the project; evaluating processes available for licensing and assisting the CLIENT in obtaining process licensing; detailed quantity surveys of material, equipment, and labor; and audits or inventories required in connection with construction performed by the CLIENT.
10. Furnishing services of independent professional associates and consultants for other than Basic Services (which include, but are not limited to, customary civil, structural, mechanical and electrical engineering and

customary architectural design incidental thereto); and providing data or services of the types described in Paragraph 4 of "Required Additional Services" when the CLIENT employs CTI to provide such data or services in lieu of furnishing the same in accordance with Paragraph 4 of "Required Additional Services."

11. If CTI's compensation is on the basis of a lump sum or percentage of construction cost or cost-plus method of payment, services resulting from the award of more separate prime contracts for construction, materials, or equipment for the project than are originally contemplated. If CTI's compensation is on the basis of a percentage of construction cost and CTI has been required to prepare Contract Documents on the assumption that more than one prime contract will be awarded for construction, materials, and equipment, but only one prime contract is awarded for construction, materials, and equipment for the project, services attributable to the preparation of contract documentation that were rendered unusable and any revisions or additions to contract documentation necessitated by the award of only one prime contract.
12. Services during out-of-town travel required of CTI other than visits to the site or the CLIENT's office.
13. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
14. Providing any type of property surveys or related engineering services needed for the transfer of interest in real property and field surveys for purposes of redesign or changes in alignment.
15. Preparing to serve or serving as a consultant or witness for the CLIENT in any litigation, arbitration, mediation, or other legal or administrative proceeding involving the project (except for assistance in consultations which is included as part of Basic Services).
16. Preparation of documentation to assist CLIENT in obtaining variances or exemptions from codes or regulations.
17. Assistance in applying for and obtaining zoning changes and appeals.
18. Additional services in connection with the project, including services which are to be furnished by the CLIENT and services not otherwise provided for in this Scope of Services.

F. Required Additional Services

1. When required by the Contract Documents in circumstances beyond CTI's control, CTI will furnish or obtain from others, as circumstances require during construction and without waiting for specific authorization from the CLIENT, Additional Services of the types listed below. These services are not included as part of Basic Services. CTI will advise the CLIENT promptly after starting any such Additional Services.
2. Services in connection with work directive changes and change orders to reflect changes requested by the CLIENT if the resulting change in

compensation for Basic Services is not commensurate with the additional services rendered.

3. Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by the Contractor; and services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by the Contractor.
4. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material, equipment, or energy shortages.
5. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, and (4) default by any Contractor.
6. Services (other than Basic Services during the Operational Phase) in connection with any partial utilization of any part of the project by the CLIENT prior to substantial completion.
7. Evaluating an unreasonable or extensive number of claims submitted by the Contractor or others in connection with the work.

II. RESPONSIBILITIES OF CLIENT

The CLIENT will be responsible to:

- A. Provide all criteria and full information as to its requirements for the project.
- B. Upon identification by CTI and approval by the CLIENT of the necessity and scope of information required, furnish CTI with data, reports, surveys, and other materials and information required for this project, except those included in CTI's scope of services.
- C. Acquire all land, easements, and rights-of-way as required for this project.
- D. Provide access to the project site and make all provisions for CTI to enter upon public and private lands as required for CTI to perform its services under this Agreement.
- E. Examine all studies, reports, sketches, opinions of the construction costs, specifications, drawings, proposals, and other documents presented by CTI to the CLIENT, and render in writing the CLIENT's decisions pertaining thereto within a reasonable time so as not to delay the services of CTI.
- F. Give prompt written notice to CTI whenever the CLIENT observes or otherwise becomes aware of any defect in the project.
- G. Furnish to CTI, prior to execution of this Agreement, a copy of any design and construction standards the CLIENT shall require CTI to follow in performing its services under this Agreement.

- H. Pay applicable permit and review fees assessed by regulatory agencies in connection with the project.

III. PERIODS OF SERVICE

- A. The provisions of this section and the various rates of compensation for CTI's services provided for elsewhere in this Scope of Services have been agreed to in anticipation of the orderly and continuous progress of the project through completion of the Construction Phase.
- B. The construction phase will commence with the execution of the first prime contract to be executed for the work of the project or any part thereof, and will terminate upon written recommendation by CTI of final payment on the last prime contract to be completed.
- C. If the CLIENT has requested significant modifications or changes in the general scope, extent, or character of the project, the time of performance of CTI's services will be adjusted equitably.
- D. The periods of service under the construction phase are based upon a construction contract time of 365 calendar days. If the Contractor fails to substantially complete the project within the original contract time and the CLIENT desires CTI to extend the construction phase, the lump sum amount for construction phase services provided for elsewhere in this Agreement will be subject to equitable adjustment.
- E. If CTI's services during construction of the project are delayed or suspended in whole or in part by the CLIENT for more than one (1) year for reasons beyond CTI's control, the various rates of compensation provided for elsewhere in this Agreement will be subject to equitable adjustment.
- F. In the event that the CLIENT authorizes CTI to extend construction phase services beyond the expiration of the original construction contract time, the following conditions shall apply:
 - 1. Compensation for the extended services shall not be conditional upon the CLIENT's collection of liquidated damages from the Contractor.
 - 2. The CLIENT shall indemnify, defend, and hold harmless CTI, its officers, employees, and agents from and against all claims for economic loss by the Contractor initiated in response to the CLIENT's decision to seek liquidated damages from the Contractor for violation of contract time.

CITY OF LA VERGNE, TENNESSEE
NORTH CLAYTON ESTATES INTERCEPTOR SEWER
OPINION OF PROBABLE PROJECT COST
IN SITU REPLACEMENT

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization, Bonds, and Insurance	1	LS	\$ 205,000	\$ 205,000
2	21" PVC, PS 46, Gravity Sewer	3,007	LF	\$ 450	\$ 1,353,150
3	18" PVC, PS 46, Gravity Sewer	2,418	LF	\$ 400	\$ 967,200
4	5' - Manhole with Frame and Cover	21	Ea	\$ 15,000	\$ 315,000
5	Connect to Existing Sewer	5	Ea	\$ 5,000	\$ 25,000
6	Concrete Check Dam	20	Ea	\$ 6,000	\$ 120,000
7	21" x 4" Sewer Service Tee	31	Ea	\$ 500	\$ 15,500
8	18" x 4" Sewer Service Tee	41	Ea	\$ 400	\$ 16,400
9	4" PVC, SDR 26, Sewer Service Line	750	LF	\$ 100	\$ 75,000
10	Reconnect Services	72	Ea	\$ 2,000	\$ 144,000
11	Creek Crossings	7	Ea	\$ 15,000	\$ 105,000
12	Extra For Watertight Frame and Cover	21	Ea	\$ 1,000	\$ 21,000
13	Property Restoration	1	LS	\$ 216,000	\$ 216,000
14	Topsoil, Seed, and Mulch	5,400	LF	\$ 10	\$ 54,000
15	Erosion Control	1	LS	\$ 75,000	\$ 75,000
16	Sewer Flow Control	1	LS	\$ 100,000	\$ 100,000
17	Bore and Jack 36" Steel Casing Pipe (0.25" Thickness)	60	LF	\$ 2,500	\$ 150,000
SUBTOTAL					\$ 3,957,250
CONSTRUCTION CONTINGENCIES (15%)					\$ 593,588
TOTAL ESTIMATED CONSTRUCTION COST					\$ 4,550,838
ENGINEERING, BIDDING AND CONSTRUCTION SERVICES (5%)					\$ 227,542
SURVEY, PERMITS, AND EASEMENTS (1%)					\$ 45,508
TOTAL ESTIMATED PROJECT COST					\$ 4,823,888





ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: January 6, 2026

Item #: 5.F.	Approve Estimated Lease Rate Quote with Enterprise to Lease One Vehicle for the Engineering Department.
Department:	Engineering
Presented By:	Gary Lide
Item Attachments:	1. Lease Rate Quote - Engineering Replacement

Summary:

This will approve an estimated lease rate quote from Enterprise.

Background Information:

Due to a vehicle accident, the Engineering Department is needing a new vehicle. The estimated lease rate quote is attached. A budget amendment is on the agenda for the funding portion of this request.

Financial Summary:

The estimated monthly payment for this vehicle is \$798.07 per month for 60 months. This will equal \$9,576.84 per year. There will be some minor administration fees associated with the lease.

Staff Recommendation:

Staff recommends approval.

Prepared For: City of La Vergne, Tennessee Richardson, Bruce				Date 12/29/2025 AE/AM MKG/KC6	
Unit #					
Year	2026	Make	Ford	Model	Explorer
Series	Active 4dr 4x2				
Vehicle Order Type	In-Stock	Term	60	State	TN Customer# 359566
\$ 40,139.67		Capitalized Price of Vehicle ¹			
\$0.00		*	Sales Tax <u>0.0000%</u> State <u>TN</u>		
\$ 36.25		*	Initial License Fee		
\$ 0.00		*	Registration Fee		
\$ 60.00		Other: (See Page 2)			
\$ 0.00		Capitalized Price Reduction			
\$ 0.00		Gain Applied From Prior Unit			
\$ 0.00		*	Security Deposit		
\$0.00		Taxes			
\$ 40,199.67		Total Capitalized Amount (Delivered Price)			
\$ 603.00		Depreciation Reserve @ <u>1.5000%</u>			
\$ 195.07		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²			
\$ 798.07		Total Monthly Rental Excluding Additional Services			
Additional Fleet Management					
Master Policy Enrollment Fees					
\$ 0.00		Commercial Automobile Liability Enrollment			
Liability Limit <u>\$0.00</u>					
\$ 0.00		Physical Damage Management		Comp/Coll Deductible	<u>0 / 0</u>
\$ 0.00		Full Maintenance Program ³ Contract Miles <u>0</u>		OverMileage Charge	<u>\$ 0.0450</u> Per Mile
Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>				# Tires <u>0</u>	Loaner Vehicle Not Included
\$ 0.00		Additional Services SubTotal			
\$ 0.00		Tax	<u>0.0000%</u>	State	<u>TN</u>
\$ 798.07		Total Monthly Rental Including Additional Services			
\$ 4,019.67		Reduced Book Value at <u>60</u> Months			
\$ 400.00		Service Charge Due at Lease Termination			

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	Engineering
Exterior Color	(0 P) Agate Black Metallic
Interior Color	Ultra Dark Space Gray w/Unique Cloth Heated C
Lic. Plate Type	Government
GVWR	0

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	Engineering
Exterior Color	(0 P) Agate Black Metallic
Interior Color	Ultra Dark Space Gray w/Unique Cloth Heated C
Lic. Plate Type	Government
GVWR	0

Quote based on estimated annual mileage of 10,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.
Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of La Vergne, Tennessee

BY	TITLE	DATE
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* INDICATES ITEMS TO BE BILLED ON DELIVERY.
¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.
² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).
³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 60.00
Courtesy Delivery Fee	C	\$ 0.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 60.00
Other Charges Total		\$ 60.00

VEHICLE INFORMATION:		
2026 Ford Explorer Active 4dr 4x2 - US		
Series ID: K7D		
Pricing Summary:		
	INVOICE	MSRP
Base Vehicle	\$38,962	\$40,585.00
Total Options	\$482.67	\$400.00
Destination Charge	\$1,695.00	\$1,695.00
Total Price	\$41,139.67	\$42,680.00

SELECTED COLOR:	
Exterior:	UM-(0 P) Agate Black Metallic
Interior:	8H-Ultra Dark Space Gray w/Unique Cloth Heated Captain's Chairs

SELECTED OPTIONS:			
CODE	DESCRIPTION	INVOICE	MSRP
119WB	119.1" Wheelbase	STD	STD
200A	Equipment Group 200A Standard Package	NC	NC
44T	Transmission: 10-Speed Automatic	Included	Included
76U	18" Spare Wheel & Jack Kit	\$376.00	\$400.00
8	Unique Cloth Heated Captain's Chairs	Included	Included
8H_02	Ultra Dark Space Gray w/Unique Cloth Heated Captain's Chairs	NC	NC
99H	Engine: 2.3L EcoBoost I-4	Included	Included
AAM	Advertising Assessment	\$41.00	\$0.00
CLM	CV Lot Management	\$10.00	\$0.00
FC	Fuel Charge	\$55.67	\$0.00
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 5,830 lbs	Included	Included
STDRD	Radio: AM/FM Stereo	Included	Included
STDTR	Tires: P255/65R18 as BSW	Included	Included
STDWL	Wheels: 18" Sparkle Silver-Painted Aluminum	Included	Included
UM_03	(0 P) Agate Black Metallic	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Spoiler: rear lip spoiler
Door Handles: body-coloured
Front And Rear Bumpers: body-coloured front and rear bumpers
Front Bumper Insert: metal-look front bumper insert
Body Material: galvanized steel/aluminum body material
: class III trailering with harness, hitch
Body Side Cladding: black bodyside cladding
Grille: black w/chrome accents grille

Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning
Air Filter: air filter
Rear Air Conditioning: rear air conditioning with separate controls
Voice Activated A/C: voice activated air conditioning
Cruise Control: cruise control with steering wheel controls, Adaptive Cruise Control with Stop-and-Go adaptive
Trunk/Hatch/Door Remote Release: power cargo access remote release
Power Windows: power windows with driver and passenger 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: yes remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: Intelligent Access proximity key
Trunk FOB Controls: keyfob trunk/hatch/door release
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors
Emergency SOS: 911 Assist emergency communication system
Navigation System: navigation system with voice activation
Front Cupholder: front and rear cupholders
Floor Console: full floor console with covered box
Overhead Console: mini overhead console with storage
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 2 seatback storage pockets
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 3 12V DC power outlets

Entertainment Features:

radio: AM/FM/Satellite with seek-scan
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
Internet Access: Ford Connect 5G internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off reflector LED low/high beam headlamps
Auto-Dimming Headlights: Auto High Beam auto high-beam headlights
Front Wipers: variable intermittent speed-sensitive wipers wipers
Rear Window wiper: rear window wiper with heating wiper park

Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Ignition Switch: ignition switch light
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog appearance
Tachometer: tachometer
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: Reverse Sensing System rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Front Pedestrian Braking: front pedestrian detection
Following Distance Indicator: following distance alert
Forward Collision Alert: forward collision
Water Temp Gauge: water temp. gauge
Oil Level Gauge: oil level gauge
Clock: digital clock
Systems Monitor: driver information centre
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Bulb Failure Warning: bulb-failure warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: compact spare tire
Spare Tire Mount: spare tire mounted inside under cargo
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st, 2nd and 3rd row overhead airbag
Knee Airbag: knee airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated w/puddle lights perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: SecuriLock immobilizer
Security System: security system

Panic Alarm: panic alarm
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-rollover
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 2 rear head restraints
3rd Row Headrests: 2 manual adjustable third row head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front bucket seats
Front Heated Cushion: driver and passenger heated
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: power reclining driver and manual reclining passenger seats
Driver Lumbar: power 2-way driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear manual reclining captain seat
Rear Seat Fore/Aft: manual rear seat fore/aft adjustment
Rear Folding Position: rear seat fold-forward seatback
Rear Seat Mounted Armrests: rear seat mounted armrest
3rd Row Seat Type: fixed third row 50-50 bench seat
3rd Row Electric Control: fold into floor third row seat
Leather Upholstery: cloth front and rear seat upholstery
Door Trim Insert: cloth door panel trim
Headliner Material: full cloth headliner
Floor Covering: full carpet floor covering
Dashboard Console Insert, Door Panel Insert Combination: piano black/metal-look instrument panel insert, door panel insert, console insert
LeatherSteeringWheel: leatherette steering wheel
Floor Mats: carpet front and rear floor mats
Interior Accents: chrome/metal-look interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Tie Downs: cargo tie-downs
Cargo Light: cargo light
Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 300-hp, 2.3-liter I-4 (premium)

Standard Transmission:

Transmission 10-speed automatic w/ OD



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: January 6, 2026

Item #: 6.	First Reading - <u>Ordinance 2026-01</u> - An Ordinance to Amend the Fiscal Year 2025-2026 General Fund Budget.
Department:	City Administrator
Presented By:	Bruce Richardson
Item Attachments:	1. Ordinance #2025-01

Summary:

This is a budget amendment for the current Fiscal Year 2025-2026 budget to allocate funds for the leased Engineering vehicle in the previous item.

Background Information:

Due to a vehicle accident, the Engineering Department is needing a new vehicle. The estimated lease rate quote from Enterprise is in Item 5.F. This is the budget amendment to allocate the funds for that lease.

Financial Summary:

The estimated monthly payment for this vehicle is \$798.07 per month, so the cost for the remaining portion of the current fiscal year should be approximately \$5,000.

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2026-01

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:

110-41670-533	Engineering – Mach. & Equip Rental	\$	5,000
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Decrease Fund Balance:

110-37840	Transfer from Fund Balance	\$	5,000
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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:

Joshua Miller, City Recorder

Published in the Murfreesboro Post on _____



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: January 6, 2026

Item #: 7.

First Reading - **Ordinance #2026-02** - An Ordinance to Amend Title 2, Chapter 2 of the La Vergne Municipal Code Regarding the Duties of the Parks and Recreation Advisory Committee and Deleting Title 2, Chapter 4 of the La Vergne Municipal Code Regarding the Beautification and Arts Advisory Committee.

Department: Parks & Recreation

Presented By: David McGowen

Item Attachments: 1. Ordinance #2026-02

Summary:

This is an ordinance to amend the duties of the Parks and Recreation Advisory Committee by adding the duties of the Beautification and Arts Advisory Committee. This ordinance will also do away with the Beautification and Arts Advisory Committee.

Background Information:

As discussed at the last workshop, this ordinance will combine the duties of the Parks & Recreation Advisory Committee and the Beautification and Arts Advisory Committee. The existing Beautification and Arts Advisory Committee will be disbanded and no longer exist. No changes will be made to the membership of the Parks & Recreation Advisory Committee.

Financial Summary:

N/A

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2026-02

AN ORDINANCE TO AMEND TITLE 2, CHAPTER 2 OF THE LA VERGNE MUNICIPAL CODE REGARDING THE DUTIES OF THE PARKS AND RECREATION ADVISORY COMMITTEE AND DELETING TITLE 2, CHAPTER 4 OF THE LA VERGNE MUNICIPAL CODE REGARDING THE BEAUTIFICATION AND ARTS ADVISORY COMMITTEE.

BE IT ORDAINED by the Board of Mayor and Aldermen of the City of La Vergne, Tennessee that:

SECTION I. Title 2, Chapter 2 of the La Vergne Municipal Code entitled "Parks and Recreation Advisory Committee" be amended to read as follows:

CHAPTER 2 PARKS AND RECREATION ADVISORY COMMITTEE

Sec. 2-201. Creation and membership.

There shall be a Parks and Recreation Advisory Committee of the City of La Vergne (hereinafter referred to as "the committee") which shall serve as the advisory board of the parks and recreation program activities subject to the actions and policies of the board of mayor and aldermen.

The committee shall be constituted as a body of seven (7) members. One (1) member shall be appointed from each of the following general recreation constituencies without regard to the location of such member's residence within the City of La Vergne:

- (1) Primary and elementary age children;
- (2) Teen age children;
- (3) Young and middle age adults; and
- (4) Senior citizens.

Two (2) members shall be appointed from the general constituency without regard to the location of such member's residence within the City of La Vergne.

Sec. 2-202. Duties of the committee.

The committee shall act as the advisory committee for future planning of recreation, ongoing programs, special events, and other matters related to leisure services for the citizens. The committee shall recommend needed maintenance and physical improvements as needed in parks and recreation. The committee shall also submit periodic reports to the governing board.

The committee shall also advise and assist the City of La Vergne, its elected officials, citizens and staff, and serve as an advocate in the city's decision-making process for artistic and cultural

activities; seasonal programs and decorating; general city beautification, and greenway projects, which may include:

- (1) Annually establish committee goals and objectives and request annual funding to the board of mayor and aldermen, through the budget process, for inclusion into the annual budget.
- (2) Recommend innovative artistic, cultural and beautification programs and events for citizens and the city.
- (3) Recommend beautification of city buildings, special events and programs during holidays.
- (4) Serve as the judges for annual beautification awards.
- (5) Serve as the selection committee for pieces of art/items proposed for display in the public areas of city buildings and assist staff in the placement of these pieces of art.
- (6) The committee shall also act as the advisory committee for future planning of the greenway projects, ongoing programs, special events, and other matters related to the greenway system. The committee shall recommend needed maintenance and physical improvements as needed for the greenway program. The committee shall also submit periodic reports to the governing board.

SECTION II. Title 2, Chapter 4 of the La Vergne Municipal Code entitled “Beautification and Arts Advisory Committee” be deleted in its entirety.

SECTION III. 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 IV. That this Ordinance take effect forthwith upon its 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:

Joshua Miller, City Recorder

Published in the Murfreesboro Post on _____.



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: January 6, 2026

Item #: 8.	<u>Resolution #2026-01</u> - A Resolution to Implement the Jackson Law in La Vergne, Tennessee for New and Existing Landfills and Solid Waste Processing Facilities.
Department:	City Administrator
Presented By:	Bruce Richardson
Item Attachments:	1. Resolution #2026-01

Summary:

This resolution will adopt and implement the Jackson Law for the City of La Vergne.

Background Information:

The Jackson Law provides for local approval of the construction or privately owned landfills, solid waste facilities as well as the change in classification of any existing landfill or solid waste processing facility. The Board of Mayor and Aldermen would have to approve any of these facilities by a two-thirds (2/3) majority vote.

Rutherford County, the City of Murfreesboro, and the Town of Smyrna have all implemented this law.

Financial Summary:

N/A

Staff Recommendation:

N/A

RESOLUTION #2026-01

RESOLUTION TO IMPLEMENT THE JACKSON LAW IN LA VERGNE, TENNESSEE FOR NEW AND EXISTING LANDFILLS AND SOLID WASTE PROCESSING FACILITIES.

WHEREAS, the general law codified in Tennessee Code Annotated, Title 68, Chapter 211, Part 7, known as the Jackson Law, provides for local approval of construction of privately owned landfills, solid waste processing facilities, as well as the change in classification of any existing landfill or solid waste processing facility; and,

WHEREAS, the procedures of the Jackson Law cannot be used by a municipality unless the legislative body of the municipality approves its use by a two-thirds (2/3) majority; and

WHEREAS, the Board of Mayor and Aldermen of La Vergne, Tennessee, desire that the construction of privately owned landfills for solid waste disposal, the construction of solid waste processing facilities and/or the change in classification of any existing landfill or solid waste processing center be subject to its approval.

NOW, THEREFORE, BE IT RESOLVED by two-thirds (2/3) majority vote of the Board of Mayor and Aldermen of the City of La Vergne, Tennessee, that the provisions of Tennessee Code Annotated, Title 68, Chapter 211, Part 7, particularly Sections 68-211-701 through 68-211-705 and 68-211-707, regarding legislative body approval of new privately owned landfills for solid waste disposal and solid waste processing facilities, as well as the change in classification of an existing landfill or solid waste processing facility are approved and are applicable in La Vergne, Tennessee, from the date of approval of this Resolution.

BE IT FURTHER RESOLVED that the City Recorder shall provide a copy of this Resolution to the Tennessee Department of Environment and Conservation and any other State Agency as needed.

Resolved this the 8th day of January, 2026.

CITY OF LA VERGNE, TENNESSEE

Jason Cole, Mayor

ATTEST:

Joshua Miller, City Recorder



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: January 6, 2026

Item #: 9.

Resolution #2026-02 - A Resolution to Request the United States Congress to Appropriate Funding for the Purpose of Constructing a New Air Traffic Control Tower at the Smyrna/Rutherford County Airport.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments:

1. Resolution #2026-02
2. Smyrna Airport - Air Traffic Control Tower Replacement

Summary:

This is a resolution to request the U.S. Congress to appropriate funds for a new air traffic control tower at the Smyrna/Rutherford County Airport.

Background Information:

State Representative Robert Stevens has requested that the City of La Vergne approve this resolution. With the Tennessee National Guard moving major operations to the Smyrna/Rutherford County Airport, there is a critical need for this new air traffic control tower as the current tower is inadequate for the increased air traffic.

Financial Summary:

N/A

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2026-02

A RESOLUTION TO REQUEST THE UNITED STATES CONGRESS TO APPROPRIATE FUNDING FOR THE PURPOSE OF CONSTRUCTING A NEW AIR TRAFFIC CONTROL TOWER AT THE SMYRNA/RUTHERFORD COUNTY AIRPORT.

WHEREAS, the boundaries of the City of La Vergne, Tennessee adjoin the Smyrna/Rutherford County Airport in Smyrna, Tennessee; and

WHEREAS, the City of La Vergne has a board representative serving on the Smyrna/Rutherford County Airport Authority; and

WHEREAS, the Smyrna/Rutherford County Airport is the busiest general aviation airport in the State of Tennessee, and the fourth busiest overall when commercial air traffic is included; and

WHEREAS, the Smyrna/Rutherford County Airport is a major economic driver for the region and the State of Tennessee as a whole, with great potential for future expansion, providing aviation and employment opportunities, including for the citizens of La Vergne; and

WHEREAS, the air traffic control tower at the Smyrna/Rutherford County Airport is 72 years old with aging air traffic control equipment and undersized to meet future growth; and

WHEREAS, the current air traffic control tower does not comply with standards outlined in the Americans with Disabilities Act; and

WHEREAS, a recent study by the Federal Aviation Administration indicated that the air traffic control tower should be relocated to a different location on the airport property and that it should also be 51 feet taller, which is of concern to the City of La Vergne from a safety standpoint; and

WHEREAS, the Tennessee National Guard is moving major operations from the Nashville Airport to Smyrna/Rutherford County Airport in the coming years, including military aircraft that will conduct additional operations at the Smyrna/Rutherford County Airport; and

WHEREAS, with expected future general growth at the Smyrna/Rutherford County Airport, the anticipated increase in air traffic from the Tennessee National Guard, and safety concerns with the current aging air traffic control tower, the Board of Mayor and Aldermen for the City of La Vergne, Tennessee requests that the United States Congress appropriate funding in the amount of \$21,500,000 for the purpose of constructing a new air traffic control tower at the Smyrna/Rutherford County Airport.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of La Vergne that this resolution be adopted on this 8th day of January, 2026.

BE IT FURTHER RESOLVED, that the City Recorder send a copy of this resolution to each Member of Congress representing Tennessee and each of Tennessee's United States Senators.

CITY OF LA VERGNE, TENNESSEE

Jason Cole, Mayor

ATTEST:

Joshua Miller, City Recorder



Smyrna Airport (MQY) Air Traffic Control Tower (ATCT) Reconstruction and Relocation Project

About Smyrna Airport

- FAA Part 139 certificated airport in the Federal Contract Tower (FCT) Program
- Over 230 based aircraft and 120,000 annual operations – Top 17% of all 256 FCT airports nationwide
- Busiest General Aviation airport in Tennessee and 4th busiest airport overall in Tennessee
- Generates annually \$232 million in economic impact to the State and local economies
- Home to 50+ businesses supporting 1,500+ jobs (i.e., Contour Airlines, Stevens Aerospace & Defense)

Current ATCT Conditions and Issues

- **Constructed in 1953** for the former Sewart Air Force Base – **One of the oldest ATCTs in the Nation**
- **Aging structure and equipment**, not ADA compliant, and line of sight limitations
- **No elevator** – Air Traffic Controllers **must climb a 7-story stairwell** to reach the cab
- **Undersized** – ATCT cab is only one-third the size of a modern ATCT cab

Project Importance and Impact

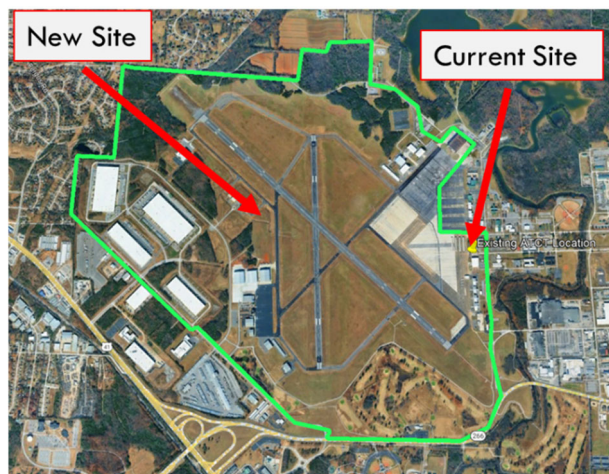
- **Improves safety and efficiency** of airspace, aircraft, airport, and Air Traffic Controllers
- **Supports the Tennessee National Guard relocation from Nashville (BNA) to Smyrna Airport**
 - **\$1.8 billion economic impact** to the local economy
- Only 9 miles from BNA – FAA Letter of Agreement requires coordinated airspace management
- Critical for continued economic growth, job creation, and business operations (i.e., Nissan)
- Provides a modern ATCT meeting FAA standards and long-term airport development needs

Project Status

- Environmental review approved March 2025
- FAA siting study completed August 2025 – Location to be on the west side of the airport and 131' tall
- **Design in progress** – Expected design completion **October 2026**

Project Needs

- **Construction Cost Estimate and Funding Needed = \$21.5 Million**



Contact Information

Evan Lester
Executive Director

EvanL@SmyrnaAirport.com

615-459-2651

Photos of the Existing Air Traffic Control Tower (ATCT) at Smyrna Airport

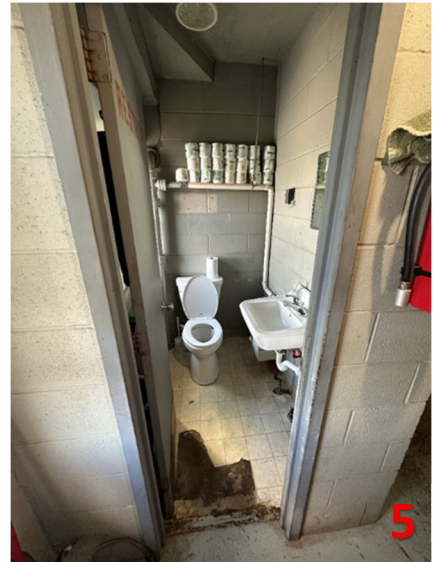
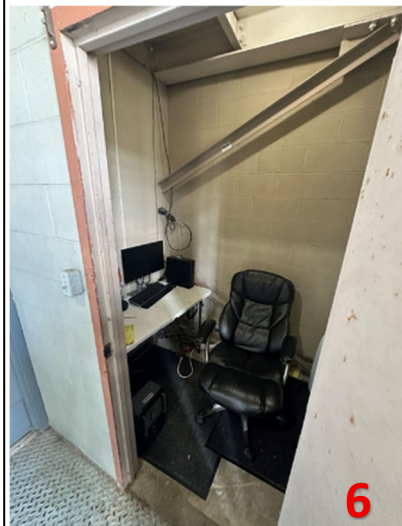


Photo Legend

- 1** – Existing ATCT
- 2** – FAA ATCT Communication, Technology, & Equipment Room
- 3** – Portion of the Existing ATCT 7-Story Stairwell
- 4** – Vertical Stairs to ATCT Cab
- 5** – Existing ATCT Restroom
- 6** – Existing ATCT Office Space
- 7** – Existing ATCT Cab



RESOLUTION #2026-03

A RESOLUTION TO AMEND THE EMPLOYEE HANDBOOK.

WHEREAS, the City is committed to combating all forms of discrimination, and setting a clear example that bigotry and hate have no home in the City of La Vergne; and

WHEREAS, hate crimes and other incidents motivated by bigotry have spiked throughout the country in recent years; and

WHEREAS, the City recognizes that antisemitism today is being promoted by individuals and groups at both ends of the political spectrum throughout the country; and

WHEREAS, the International Holocaust Remembrance Alliance (“IHRA”) developed a working definition of antisemitism to provide a roadmap for governments, law enforcement agencies, judicial institutions, and others to identify the diverse and distinct manifestations of antisemitism; and

WHEREAS, the City desires to: (i) endorse the IHRA working definition of antisemitism in order to facilitate the identification and reporting of antisemitic incidents and the education of what constitutes antisemitism; and (ii) foster an employment environment for City employees and contractors free from discrimination, harassment, retaliation and inappropriate or offensive conduct; and

WHEREAS, the City has determined that it will serve and be in the best interest of the City to adopt the IHRA working definition of antisemitism.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of La Vergne as follows:

SECTION 1. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the Board of Mayor and Aldermen.

SECTION 2. The Board of Mayor and Aldermen hereby endorses the IHRA working definition of antisemitism adopted on May 16, 2016, as follows:

“Antisemitism is a certain perception of Jews, which may be expressed as hatred toward Jews. Rhetorical and physical manifestations of antisemitism

are directed toward Jewish or non-Jewish individuals and/or their property, toward Jewish community institutions and religious facilities.”

SECTION 3. Section 2 of the City's Employee Handbook is hereby amended to include the definition of antisemitism as set forth herein above.

SECTION 4. The first paragraph in Section 9.1 of the City's Employee Handbook is amended to read as follows:

9.1 DISCRIMINATION AND HARASSMENT PROHIBITED

The City of La Vergne will not discriminate for decisions regarding hiring, termination, or any terms and conditions of employment based on race, color, national origin, religion, genetic information, pregnancy, age, military status, sex (including pregnancy, sexual orientation, and gender identity), disability, or any other category protected by law. Verbal or physical conduct by any employee that harasses, disrupts, or interferes with another’s work performance or that creates an intimidating, offensive, or hostile environment, based on any prohibited criteria as described above, will not be tolerated; this includes, without limitation, acts of antisemitism.

SECTION 5. This Resolution take effect immediately after its passage, the welfare of the City requiring it.

Resolved this the 8th day of January, 2026.

CITY OF LA VERGNE, TENNESSEE

Jason Cole, Mayor

ATTEST:

Joshua Miller, City Recorder



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: January 6, 2026

Item #: 11. Motion to Appoint a New City Recorder.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: None

Summary:

This is a motion to appoint a new city recorder for the City of La Vergne.

Background Information:

Section 6-4-201 of the city charter requires the Board to appoint a City Recorder. Joshua Miller has been hired as the new City Recorder. This formal appointment from the Board of Mayor and Aldermen will officially designate him as the new City Recorder.

Financial Summary:

N/A

Staff Recommendation:

Staff recommends approval.



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: January 6, 2026

Item #: 12.A. Parks and Recreation Advisory Committee. (One term vacant; One term expired 12/31/2025.)

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: None

Summary:

This is an item regarding appointments to the Parks and Recreation Advisory Committee.

Background Information:

Parks and Recreation Advisory Committee Appointed by Mayor; Confirmed by City Council - 4 Year Terms		
Name	Appointed	Term Expires
Steve Noe - Vice-Mayor - Chairman	November 2018	Term of Office
Felicia Anderson	October 2021	May 31, 2027
Chuck Isbell	November 2021	December 31, 2026
Kevin Oliver	July 2024	December 31, 2025
Jiles Perry	March 2021	January 31, 2029
Vacant		January 31, 2029
Mary Jane Skinner	October 2024	May 31, 2027

There is one term that is vacant due to the removal of Anjel Resenthal at the last meeting. The term for Kevin Oliver also expired at the end of December and he would like to remain on this committee. We have been advertising this on social media, but have not received any applications.

Current Applicant:

- Kevin Oliver

Financial Summary:

N/A

Staff Recommendation:

N/A



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: January 6, 2026

Item #: 12.B. Beer Board. (One term expired 12/31/2025.)

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. Application - Anthony Honeycutt - Beer Board - Redacted

Summary:

This item will appoint member(s) to the Beer Board.

Background Information:

Beer Board Appointed by Mayor - 4 Year Terms		
Name	Appointed	Term Expires
Jennifer Maxey - Chairman	August 2020	December 31, 2025
Kevin Oliver - Vice-Chairman	August 2022	December 31, 2026
Dana Blair	November 1994	December 31, 2028
Jamie Knight	February 2024	December 31, 2027
Becky Pollock	July 2021	December 31, 2026

The term for Jennifer Maxey expired on December 31, 2025. She would like to stay on the board. We have been advertising the position on social media and have received one new application:

Current Applicants:

Jennifer Maxey

Anthony 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)

<u>Board Name</u>	<u>Normal Frequency of Meetings</u>
☐ Beautification and Arts Advisory Committee	Bi-Monthly
☒ Beer Board	Monthly
☐ Board of Zoning Appeals	Monthly
☐ Construction Board of Adjustment and Appeals	As Needed
☐ La Vergne Housing Authority (Not a City Board)	Monthly
☐ La Vergne Industrial Development Board (Not a City Board)	As Needed
☐ Library Board	Bi-Monthly
☐ Parks & Recreation Advisory Committee	Monthly
☐ Planning Commission	Monthly
☐ Stormwater Appeals and Advisory Board	Bi-Annual
☐ Other _____	

APPLICANT INFORMATION

Name: Anthony Honeycutt Cell Phone: [REDACTED]

Address: [REDACTED] Other Phone: _____

La Vergne, TN 37086 Email Address: [REDACTED]

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

	<u>High School</u>	<u>College / University</u>	<u>Graduate / Professional</u>
School Name	Cohn High School		
City, State	Nashville, TN		
Years Completed	N/A	☐ 1 ☐ 2 ☐ 3 ☐ 4	☐ 1 ☐ 2 ☐ 3 ☐ 4
Course of Study	N/A		
Receive a diploma?	☒ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No

EXPERIENCE

Current Occupation:	TECHNOLOGY SERVICES DIRECTOR
List any experience that would apply to the Board or Committee you are applying for:	Served on the Beer Board in the past for the City.
Municipal Boards / Committees on which you currently serve:	Industrial Development Board - 2025
Municipal Boards / Committees on which you have previously served:	Lavergne Beer Board - 3 years
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:	

REFERENCES

Please list three (3) Professional or Business references.

	Name	Email Address	Years Known	Phone
1	Tiffanie Morgan		7	
2	Russell Shoup		8	
3	Gloria Beeler		9	

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: Anthony Honeycutt (Signed electronically) Date: 11/30/2025

Please attach your resume. Thank you for your willingness to serve.



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: January 6, 2026

Item #: 12.C. Library Board. (One term is vacant; Two terms expired 12/31/2025.)

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. Application - Marcia Dickerson - Library Board - Redacted
2. Application - Carol Brown - Library Board - Redacted

Summary:

This is an item regarding appointments to 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
Vacant - Vice-Chairman		December 31, 2025
Dr. Martin Burgess	December 2021	December 31, 2026
Rene Cruz	February 2024	December 31, 2026
Carol Haas - Alderman	December 2024	December 31, 2027
Magen Honeycutt	October 2025	December 31, 2027
Kayla Koester	January 2023	December 31, 2025

We have one vacancy due to the resignation of Leslie Ballard. We also have two terms that expired at the end of December. Glenn Green would like to stay on this board. Kayla Koester would like to come off due to other commitments. We have been advertising these positions on social media and have received two applications.

Current Applicants:

- Glenn Green

- Marcia Dickerson

- Carol Brown

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	Bi-Monthly
☐ Beer Board	Monthly
☐ Board of Zoning Appeals	Monthly
☐ Construction Board of Adjustment and Appeals	As Needed
☐ La Vergne Housing Authority (Not a City Board)	Monthly
☐ La Vergne Industrial Development Board (Not a City Board)	As Needed
☒ Library Board	Bi-Monthly
☐ Parks & Recreation Advisory Committee	Monthly
☐ Planning Commission	Monthly
☐ Stormwater Appeals and Advisory Board	Bi-Annual
☐ Other _____	

APPLICANT INFORMATION

Name: Marcia Dickerson Cell Phone: [REDACTED]

Address: [REDACTED] Other Phone: _____

La Vergne, TN 37086 Email Address: [REDACTED]

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	Ezell Harding Christian School	Middle Tennessee State University	Middle Tennessee State University
City, State	Antioch, TN	Murfreesboro, TN	Murfreesboro, TN
Years Completed	N/A	☐ 1 ☐ 2 ☐ 3 ☒ 4	☐ 1 ☐ 2 ☐ 3 ☐ 4
Course of Study	N/A	English	English Literature and Drama
Receive a diploma?	☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No

EXPERIENCE

Current Occupation:	Retired
List any experience that would apply to the Board or Committee you are applying for:	15 years as an English professor at Bethel University, where I taught American and English literature and drama.
Municipal Boards / Committees on which you currently serve:	N/A
Municipal Boards / Committees on which you have previously served:	N/A
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:	

REFERENCES

Please list three (3) Professional or Business references.

	Name	Email Address	Years Known	Phone
1	Shawn Roach		6	
2	Ann Mitchell		15	
3	Deb Crowder		15	

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: Marcia B Dickerson (Signed electronically)  Date: 12/3/2025

Please attach your resume. Thank you for your willingness to serve.

MARCIA BEENE DICKERSON

La Vergne, TN 37086 | [REDACTED] | [REDACTED]
[REDACTED]

DIRECTOR OF TALENT & DEVELOPMENT

Building cultures of performance, purpose, and growth through strategy, leadership, and learning.

PROFESSIONAL SUMMARY

Dynamic Talent & Development leader with 15+ years of experience driving enterprise learning, leadership pipelines, and engagement strategies across Fortune 500, government, and higher education sectors. Proven record of designing scalable talent programs, enhancing recruitment and retention, and aligning people development with organizational goals. Expert in translating business strategy into actionable learning, leadership, and engagement initiatives that elevate culture and performance.

CORE COMPETENCIES

- | | |
|--|--|
| • Talent Strategy & Workforce Planning | • Leadership Development & Coaching |
| • Recruitment Enablement | • Employer Branding |
| • Learning Analytics & ROI | • Employee Engagement & Recognition |
| • Organizational Development & Change | • Project Management & Stakeholder Influence |
| • AI-Powered Learning Solutions | • Change Leadership & Culture |
-

PROFESSIONAL EXPERIENCE

LKQ Corporation – Nashville, TN

Global Content Manager, Online Learning | 2021 – 2025

Draft | Talent Acquisition & Retention

- Partnered with HR and Talent Acquisition to forecast capability needs, embedding development pathways into hiring and onboarding for 40K+ global employees.
- Enhanced employer brand and internal mobility through visible learning campaigns that promoted “grow-from-within” opportunities and career storytelling.

- Streamlined recruitment enablement tools, improving time-to-train for new hires and creating scalable onboarding frameworks across North America and EMEA.

Develop | Leadership & Development

- Designed global leadership curricula for emerging, mid-level, and senior leaders—aligned with corporate values and performance metrics.
- Launched AI-supported learning and coaching initiatives to build digital fluency and confidence across all functions.
- Directed compliance and skills-based learning strategy across multiple business units, achieving 100% completion for mandatory programs.

Retain | Engagement & Recognition

- Created data-driven engagement dashboards combining LMS, survey, and retention analytics to identify hotspots and guide interventions.
- Led recognition and storytelling campaigns as Communications Manager for LKQ's Veterans Network ERG, growing participation by 60% and strengthening cultural connection.
- Partnered with executives to translate engagement insights into leadership behaviors and organizational actions.

Strategic Partnership & Impact Measurement

- Served as key advisor to VP of HR and Learning Council, integrating L&D with performance management, DEI, and succession planning.
- Built a learning analytics framework using Cornerstone and Power BI to measure adoption, satisfaction, and ROI—turning insights into actionable strategy.

LKQ Corporation | Instructional Designer/Online Manager | 2016 – 2020

- Co-led enterprise LMS implementation and content migration, enhancing user experience and access to development resource.
- Designed blended learning for acquisition integrations and leadership readiness, reducing ramp-up time by 25%.
- Facilitated “train-the-trainer” programs to equip leaders as coaches and multipliers of talent.

Bethel University – Nashville, TN**Adjunct English Professor | 2004 – 2020**

- Designed and facilitated courses for adult professionals, applying leadership, communication, and critical-thinking frameworks transferable to workplace performance.

Previous Experience Includes:

- Senior Instructional Designer – Department of Defense (via ANSER, St. Michael's Inc.)
- Instructional Systems Manager – FEMA Emergency Management (via SAIC)
- Instructional Designer – Dollar General Corporate HQ
- Managing Editor, Military Publications – National Guard Bureau (via Iostudio)

Delivered national leadership and organizational development programs, managed high-impact training for federal and retail sectors, and held TS/SCI clearance.

Tennessee Army & Air National Guard – Nashville, TN**Enlisted / Non-Commissioned Officer (with TS/SCI Clearance) | 1988 – 2010**

- Served as personnel specialist and public affairs specialist in the Army National Guard.
 - Managed aircrew medical and training development records in the Air National Guard.
 - Veteran of Operation Enduring Freedom (2003).
-

EDUCATION & CERTIFICATION

M.A. and B.A., English – Middle Tennessee State University

Kirkpatrick Bronze Certification – Four Levels® Evaluation, Kirkpatrick Partners

SELECTED ACHIEVEMENTS

- **Leadership Pipeline:** Built multi-tier leadership programs that increased internal promotions 15% YOY.
- **Engagement Impact:** Integrated analytics and storytelling to strengthen cultural connection and lower turnover in targeted groups.
- **Brand & Retention:** Partnered with HR to align development messaging with employer brand—driving higher candidate engagement and employee satisfaction.

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	Bi-Monthly
☐ Beer Board	Monthly
☐ Board of Zoning Appeals	Monthly
☐ Construction Board of Adjustment and Appeals	As Needed
☐ La Vergne Housing Authority (Not a City Board)	Monthly
☐ La Vergne Industrial Development Board (Not a City Board)	As Needed
☒ Library Board	Bi-Monthly
☐ Parks & Recreation Advisory Committee	Monthly
☐ Planning Commission	Monthly
☐ Stormwater Appeals and Advisory Board	Bi-Annual
☐ Other _____	

APPLICANT INFORMATION

Name: Carol Brown Cell Phone: [REDACTED]

Address: [REDACTED] Other Phone: _____

La Vergne, TN 37086 Email Address: [REDACTED]

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	Madison High School		
City, State	Madison, TN		
Years Completed	N/A	☐ 1 ☐ 2 ☐ 3 ☐ 4	☐ 1 ☐ 2 ☐ 3 ☐ 4
Course of Study	N/A		
Receive a diploma?	☒ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No

Many continuing education units earned attending state sponsored classes during my 30 year career.

EXPERIENCE

Current Occupation:	Retired
List any experience that would apply to the Board or Committee you are applying for:	I have been a patron of the library since 2002. I worked at the La Vergne Public Library 2005-2015. I am still a patron of the library.
Municipal Boards / Committees on which you currently serve:	N/A
Municipal Boards / Committees on which you have previously served:	N/A
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:	

REFERENCES

Please list three (3) Professional or Business references.

	Name	Email Address	Years Known	Phone
1	Lisa Outen		30+	
2	Sandy Clavijo		40+	
3	Sharon Shaver		30+	

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: Carol Brown (Signed electronically) Date: 12/12/2025

Please attach your resume. Thank you for your willingness to serve.

Resume

Carol J. Brown

La Vergne, TN 37086

Telephone: [REDACTED]

Email: [REDACTED]

Date of birth: [REDACTED]

Graduated [REDACTED] – Madison High School, Madison, TN

Skills:

Library clerk skills (circulation desk, checking books in/out, collecting fines, catalog items, etc)

Very fast and accurate data entry and typing skills

Preparation of accounting spreadsheets using Excel

Able to perform data entry 10 key by touch

Approx. 70 WPM typing

Approx. 12,500 KPH data entry

Attention to detail

Very organized

Use of Excel, MS Word, data entry into Access and other programs

Use of Adobe Professional

Use of fax machine, copy machine and various office equipment

Able to multi task various duties

Grants and contract review

Accounts Payable

Computer Accounting

Records Management

Discretely handle sensitive material

Employment History

June 2015 – August 2025

City of La Vergne
Public Library
5903 Murfreesboro Road
La Vergne, TN 37086

Library Clerk

Create library flyers, responsible for the library facebook page and posting events.
Catalog dvd's and audiobooks.
Assists with opening and closing of the library.
Assists visitors in a tactful, courteous and professional manner.
Performs routine library computer functions.
Charges books, magazines, and other library holdings out at the circulation desk.
Collects fines using an automated circulation system.
Aids with emptying book drop as needed.
Discharges incoming library materials, inspects for damage, routes to appropriate location.
Shelves books, magazines, and other library holdings according to the Dewey Decimal System.
Assists in assuring accurate library shelving by shelf-reading.
Operates a variety of standard office and library machines.
Answers telephones and provides routine information, makes referrals and transfers calls.
Make copies and fax documents for library patrons and collect fees for these services.
Performs other duties as assigned.

July 2013 – March 2014 (Temporary Assignment)

Tennessee Department of Health
Bureau of Administrative Services
Division of Financial Management

Administrative Services Assistant 3

This is the position I retired from in March 2012. I was recruited for this temporary assignment to help while 2 of the 3 positions in the division were vacant. I was needed to perform the day to day duties and to sit on the interview panels to assist in the hiring of new personnel.

I performed the job duties (budgeting, accounting, personnel records, file management, etc) until the new ASA3 was available, then I trained and shared my knowledge with the new employee and continued to help until management was comfortable with the new employees ability to perform the job duties without my help.

Assist in packing the office for a move to a new office building. Unpack and organize the office files (hard copy and electronic).

Update and complete a procedures manual for the position. This includes a hard copy manual and an interactive PDF document.

December 2012 – January 2013

City of La Vergne
Public Library
5903 Murfreesboro Road
La Vergne, TN 37086

Library Clerk

Assists with opening and closing of the library.
Assists visitors in a tactful, courteous and professional manner.
Performs routine library computer functions.
Charges books, magazines, and other library holdings out at the circulation desk.
Collects fines using an automated circulation system.
Uses security machine to sensitize and de-sensitize library holdings.
Aids with emptying book drop as needed.
Discharges incoming library materials, inspects for damage, routes to appropriate location.
Shelves books, magazines, and other library holdings according to the Dewey Decimal System.
Assists in assuring accurate library shelving by shelf-reading.
Operates a variety of standard office and library machines.
Answers telephones and provides routine information, makes referrals and transfers calls.
Make copies and fax documents for library patrons and collect fees for these services.
Performs other duties as assigned.

July 1999 – March 2012
(left due to retirement at 30 years of service)

Tennessee Department of Health
Bureau of Administrative Services
Division of Financial Management

Administrative Services Assistant 3

Assists in preparation of the annual budget. Verify and entry of data. Prepare the personnel projections. Prepare the contract listing of over 1,000 contracts spread across 16 allotment codes. Create a 500 page Adobe file with hyperlinks and bookmarks for distribution.

Assist in preparation of the annual work program. Verification of the funding percentages, Prepare and entry of work program revisions.

Establishment and/or maintenance of departmental allotment codes and cost centers.

Respond to various inquiries from the bureau managers. Perform paraprofessional accounting tasks including report preparation and review, developing and maintaining various reports. Prepares summaries, reports and a variety of statements of departmental information and procedures upon request. Review grant applications.

Assists in coordination and preparation of fiscal notes for legislation that have a potential to impact the department. Monitors and updates the department's legislation tracking database system. Assist in the legislative training class.

Review and maintain the Personnel Tracking computer spreadsheet with all personnel requests. Prepare salary plans to reflect the most current funding percentages. Discretely handle sensitive material.

January 1999 – July 1999

Tennessee Department of Health
Bureau of Health Licensure and Regulation
Division of Health Care Facilities

Administrative Services Assistant 3

Licensure of Health Care Facilities:

Responsible for the licensure of all hospitals, home health agencies, hospice, providers of home medical equipment, birthing centers, residential hospice and ambulatory surgical treatment centers in the State of Tennessee. Responsible for the licensure of over 600 facilities.

Public contact in assisting in interpreting the state statutes, licensure rules and regulations for various types of health care facilities, maintain contacts with administrators and other professionals to ensure laws, regulations and procedures are explained and enforced.

Keep an updated “hard copy” file for each of the over 600 facilities. These files are open to the public, therefore, assist the public with information contained in these files.

Instruct callers as to the proper procedures for making changes to their health care facilities status according to state laws.

Each facilities license expires on June 30 annually, therefore, renewal invoices must be processed and new licenses must be created, this includes processing the payments from each facility for their license.

Assist the public in the procedure for opening a new facility.

Process all changes in ownership for facilities, this includes verify the legal owner with the Secretary of State's office and obtaining all legal documentation and conferring with their lawyers. New certificates are made during change of ownership.

When a change is made to the facility (administrator, telephone number, legal name, etc.) the computer database system is updated with the new information and a letter is generated. This letter is mailed to the facility, and all other areas in need of this change information. A copy of this letter is placed in the facilities file, this ensures the file is always up to date. A new certificate is made, if necessary.

November 1995 – January 1999

Tennessee Department of Health
Bureau of Administrative Services
Division of Procurement and Payments

Administrative Services Assistant 2

Accounts Payable / Computer Accounting / Records Management / Misc.

Process invoices to ensure prompt payment to contracting agencies. Balances are always verified to ensure funds are available. Completely computerized the contract payment system to eliminate the "manual" tracking of payments. Responsible for payments for approximately 550-600 contracts. Process Policy 6 payments in addition to regular contract payments.

Journal Entries, which affect the contracts, are reconciled to ensure proper credit/debit of funds.

All filing and records are kept in such a way to ensure a proper audit trail.

Various policies are periodically examined and improved according to new procedures.

Preparation and review of accounting records and reports.

Create various forms to be utilized statewide.

Notices and invitations are created on the Arts & Letters program and are of professional quality.

January 1991 – November 1995

Tennessee Department of Health
Bureau of Administrative Services
Division of Fiscal Services

Accounting Technician 1

Maintain accounting records and ensure accurate/timely submission of federal reports. Computer Accounting, Records Management and Grant Reporting.

Gathering information that is reported on the Monthly Financial Status Report to the Federal Government for the Women, Infants and Children (WIC) Grant.

Assist in the Financial Reporting for the Federal Grants Programs, WIC and Commodity Supplemental Food Program (CSFP).

Prepare monthly reconciliation between WIC Data System, STARS and Security State Bank.

Assist in the preparation of revenue and expenditure projections for the WIC program.

Prepare daily Federal draws and fund transfers. Update draw program with new grant award information. Expenditures are compared to actual grant awards to verify availability of funds.

Process daily wire transfer to Security State Bank. Compute, key and verify this amount against transaction listings.

Analyze and process all returned check debit memos. Redeposit the checks allowed and attempt to collect funds on all that remain outstanding. Maintain an accurate and updated computer file of all activity in the Returned Check Subsidiary Account. Reconcile all Journal Entries that affect the Returned Check Sub Account. Prepare monthly reconciliation to charge the outstanding returned checks against each division that originally deposited these funds.

September 1983 – January 1991

Tennessee Department of Health
Bureau of Administrative Services
Division of Fiscal Services

Account Clerk

Returned Checks: Created a system to balance returned checks against State Accounting System. Analyze and process all returned check debit memos. Redeposit the checks allowed and attempt to collect funds on all that remain outstanding. Maintain an accurate and updated computer file of all activity in the Returned Check Subsidiary Account. Reconcile all Journal

Entries that affect the Returned Check Sub Account. Prepare monthly reconciliation to charge the outstanding returned checks against each division that originally deposited these funds.

Prepared daily bank deposits: Closed out and balanced cash register in Vital Records each afternoon. Deposited all funds collected and determined which program was to receive credit for the funds. A Certificate of Deposit was created and the deposit was submitted to the bank for deposit. All Certificates of Deposit were keyed into the STARS system.

(Note: When STARS was first initialized, traveled with supervisor to eight regions in Tennessee and trained the personnel in the data entry and batching of their Certificates of Deposit into the STARS system.)

Performed data entry and filing for office personnel. Helped in different sections of the office when other personnel were absent. Files were maintained and up to date and according to audit requirements. Back up for answering the telephone switchboard.

November 1981 – September 1983

Tennessee Department of Health
Bureau of Administrative Services
Division of Fiscal Services

Clerk 2

Front desk receptionist and answer telephone switchboard for staff of 50.
Open, sort and distribute all incoming mail and correspondence for staff of 50.
Assist supervisors and accountants by calculating spreadsheets and reports when requested.
Misc. filing and duties when requested by supervisors or when needed in other sections.

September 1981 – November 1981

Tennessee Department of Health
Division of Systems and Procedures

Secretary 2 (This was a temporary position)

Front desk receptionist and answer telephone switchboard for small staff.
Open, sort and distribute all incoming mail and correspondence.
Typing letters for director and making copies for personnel.



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: January 6, 2026

Item #: 12.D. Stormwater Appeals and Advisory Board. (One term expired 12/31/2025.)

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: None

Summary:

This item is in regard to appointment(s) to the Stormwater Appeals and Advisory Board.

Background Information:

Stormwater Appeals and Advisory Board Appointed by Mayor, Confirmed by City Council - 4 Year Terms		
Name	Appointed	Term Expires
Earl Garvin, Jr. - Chairman	May 2008	December 31, 2025
Mary Jane Skinner - Vice-Chairman	February 2006	December 31, 2028
Ashley Bruley	March 2024	December 31, 2026
Lee Hoagland	April 2024	December 31, 2027
Stacy Lanker	May 2024	December 31, 2028
Jeff Moss	May 2022	December 31, 2026
Jason Cole - Mayor	December 2024	Term of Office

The term for Earl Garvin, Jr. expired at the end of December. He wishes to remain on this board. We have been advertising this position on social media, but have not received any applications.

Financial Summary:

N/A

Staff Recommendation:

N/A



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: January 6, 2026

Item #: 13.

FYI - First Amendment to the Purchase and Sale Agreement with Guernsey Holdings ZRC Propco, LLC for the Stormwater Building Located at 5175 Murfreesboro Road. (Workshop only.)

Department: City Attorney

Presented By: Evan Cope

Item Attachments: 1. Amendment #1 - PSA - Guernsey Holdings

Summary:

This is an amendment to the PSA with Guernsey Holdings for the purchase of the Stormwater Building.

Background Information:

This amendment extends the due diligence period for the potential purchase of the property by the prospective buyer. There is an issue outstanding that is a roadblock to the purchase. The issue may be resolved in the future, but likely not within the original due diligence period. This is on the agenda as an information item. This will not be on the agenda for the meeting.

Financial Summary:

N/A

Staff Recommendation:

N/A

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

This FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (this “**Amendment**”), is entered into and made effective as of November ____, 2025 (the “**Amendment Effective Date**”), by and between The City of LaVergne Tennessee, a Tennessee municipal corporation (“**Seller**”) and Guernsey Holdings ZRC Propco, LLC, a Delaware limited liability company (“**Purchaser**”). Seller and Purchaser are sometimes collectively referred to in this Amendment as the “**Parties**” or singularly as a “**Party**”, or by their individual names.

RECITALS

WHEREAS, Seller and Purchaser are parties to that certain Purchase and Sale Agreement dated effective on or about July 15, 2025 (the “**Purchase Agreement**”);

WHEREAS, during the Inspection Period it has been determined that a necessary access point adjacent to the property that is the subject of the Purchase Agreement (the “**Property**”) actually includes a small strip of land not part of the Property (the “**Easement**”). The subject Easement is needed to connect the Property to Jackson Square Boulevard.

WHEREAS, this possibility was recognized in part in Section 8(b) of the Purchase Agreement. Notwithstanding the City’s efforts to encourage the adjacent property owner to provide the Easement to Purchaser, to this point the efforts to secure the Easement have been unsuccessful.

WHEREAS, because the establishment of the Easement is essential to Purchaser’s intended use for the Property, the parties have entered into discussions to explore available options to obtain the subject Easement, including, without limitation, a condemnation action.

WHEREAS, to permit the parties additional time to mutually explore options for the establishment of the Easement, the Parties are desirous of entering into an amendment to the Purchase Agreement for the reasons set forth in these Recitals.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. **Recitals; Defined Terms; Conflict.** The foregoing recitals are incorporated herein by reference. Capitalized and defined terms used in this Amendment shall have the same meanings as those ascribed to them in the Purchase Agreement unless the context clearly requires otherwise. In the event that the terms of this Amendment conflict with the terms of the Purchase Agreement, the terms of this Amendment shall control.

2. **Extension of Inspection Period.** The Parties hereby agree and acknowledge that, notwithstanding anything to the contrary as set forth in the Purchase Agreement, the Inspection Period shall now expire, notwithstanding language to the contrary in the Purchase Agreement, at

5:00 p.m. Eastern Time on the date that is sixty (60) days following October 13, 2025 (the “Extension Period”). All other timelines within the Purchase Agreement shall be adjusted accordingly.

3. **Controlling Document; No Other Amendment.** In the event of any conflict between the terms of this Amendment and the Purchase Agreement, the terms of this Amendment shall control. Except as amended by this Amendment, all terms of the Purchase Agreement shall remain in full force and effect.

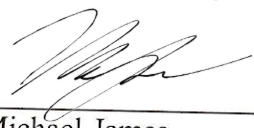
4. **Counterparts.** This Amendment may be signed by Seller and Purchaser in different counterparts, and the signature pages can be executed by electronic signature and transmitted via electronic mail or facsimile and combined to create one document binding on both parties.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the Amendment Effective Date.

PURCHASER:

GUERNSEY HOLDINGS ZRC PROPCO LLC,
a Delaware limited liability company

By: 

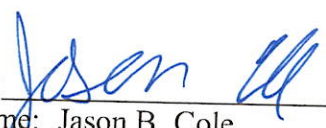
Name: Michael James

Title: Authorized Representative

Dated Signed: 12/8/2025

SELLER:

CITY OF LAVERGNE TENNESSEE,
a Tennessee municipal corporation

By: 

Name: Jason B. Cole

Title: Mayor

Dated Signed: 12/8/2025



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: January 6, 2026

Item #: 14.	Discussion - J. Percy Priest, US Army Corps of Engineers Water Reallocation Study Letter of Intent. (Workshop only.)
Department:	Engineering
Presented By:	Kyle Brown, Juliet Williams
Item Attachments:	1. Letter of Intent - Contributed Funds

Summary:

The US Army Corps of Engineers Water Supply Project Manager has requested a Letter of Intent to initiate the contributed fund process. This is not a contract or legally binding commitment. The USACE will not contact Congress about the negotiation of contributed funds for the reallocation until a letter of intent is received. Once Congress is notified, the process is expected to take from 6 months to a year.

Background Information:

On September 2, 2025, the Board approved a Joint Engagement Letter, in which the Consolidated Utility District, the City of Murfreesboro, the Town of Smyrna, and the City of La Vergne jointly signed to engage with the United States Army Corps of Engineers regarding water supply reallocation and additional water storage in J. Percy Priest Lake. The contributing funds are based on a percentage of customer connections from TDEC's Drinking Water Watch data. The percentages for each entity are: Consolidated Utility District 45%, Town of Smyrna 20%, City of Murfreesboro 20% and City of La Vergne 15%.

Financial Summary:

The total amount for the study has increased from \$1,300,000.00 to \$2,000,000.00 due to the involvement of four sponsors/entities and a seasonal reallocation alternative. The city's portion could be up to \$300,000.

Staff Recommendation:

Staff recommends this item.

December 10, 2025

VIA EMAIL TO: Valerie.J.McCormack@usace.army.mil

Valerie McCormack, Ph.D.
Chief, Project Planning Branch
U.S. Army Corps of Engineers, Nashville District
110 9th Avenue South, Room A405
Nashville, TN 37202

Re: Letter of Intent to Initiate Contributed Funds Agreement; J. Percy Priest Water Supply Reallocation Study

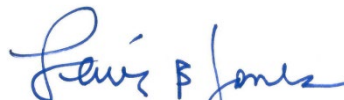
Dear Dr. McCormick:

On behalf of the Consolidated Utility District of Rutherford County, the City of La Vergne, the City of Murfreesboro, and the Town of Smyrna (the "Water Providers"), I am writing to confirm the Water Providers' intent to participate in a contributed funds agreement for the forthcoming water supply reallocation study at J. Percy Priest Reservoir. Pursuant to the contributed funds program, the Water Providers understand and acknowledge that the total amount to be contributed for this reallocation study is \$2,000,000; that no repayment or credit of contributed funds is authorized; and that acceptance of such funds by the Army Corps of Engineers will not constitute or imply any commitment to budget or appropriate funds for the project in the future.

Please be advised the Water Providers intend to seek an appropriation to cover the cost of this reallocation study, and to use contributed funds only until such an appropriation can be secured. We understand this possibility will need to be negotiated as part of any contributed funds agreement. The Water Providers also understand they will be responsible for the full amount if an appropriation cannot be secured.

Please let me know if anything else is needed to initiate this process and begin negotiating a contributed funds agreement. We look forward to working with you.

Best Regards,



Lewis B. Jones
JONES FORTUNA LP

Letter of Intent to Initiate Contributed Funds Agreement

December 10, 2025

Page 2 of 2

cc: Roger Goodson, Consolidated Utility of Rutherford County
Kyle Brown, City of La Vergne
Valerie Smith, City of Murfreesboro
Mike Strange, Town of Smyrna



REPLY TO
ATTENTION OF

Project Planning Branch

DEPARTMENT OF THE ARMY
NASHVILLE DISTRICT, CORPS OF ENGINEERS
110 NINTH AVENUE SOUTH, ROOM A405
NASHVILLE TN 37202-1070
November 13, 2025

Mr. Lewis B. Jones
Jones Fortuna LP
111 New Street, Suite A
Decatur, GA 30030

Dear Mr. Jones:

The Nashville District is initiating the process for Committee Notifications for contributed funds. Part of the package for the acceptance of contributed funds is a letter from each contributor stating the total amount to be contributed (\$2,000,000), each contributor understanding that no repayment or credit of contributed funds is authorized, and each contributor understanding that acceptance of such funds will not constitute or imply any commitment to budget or appropriate funds for the project in the future. The estimated cost of \$2,000,000 is due to there being four sponsors and a seasonal reallocation alternative.

If any of the contributors are a recognized nonprofit entity, USACE will also need a letter from the affected local government documenting its consent of the contributor providing funds for use on the study.

We look forward to working with you in the future. If you have any questions, please contact Bradley Klingsheim, Water Supply Program Manager, at Bradley.J.Klingsheim@usace.army.mil or 615-736-2190.

Sincerely,

Valerie J.
McCormack

Digitally signed by Valerie
J. McCormack
Date: 2025.11.13 13:05:24
-06'00'

Valerie J. McCormack, PhD
Chief, Project Planning Branch