AGENDA

Board of Mayor and Aldermen
March 3, 2026 Regular Meeting @ 6:00 PM

- Call meeting to order.
- Determine quorum.
- Prayer by Alderman Hobbs.
- Pledge of Allegiance by Alderman Haas.

ORDER OF BUSINESS

1. Approve Minutes: January 29, 2026 Workshop and February 3, 2026 Regular Meeting.

2. Presentations:
   A. Discussion - Nashville Electric Service - Power Outages and Response - Winter Storm Fern.

3. Public Comment Period.

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

OLD BUSINESS

5. Second Reading - **Ordinance #2026-03** - An Ordinance to Amend Title 7 and Title 12 of the La Vergne Municipal Code to Adopt the Following Standard Codes: 2024 International Fire Code; 2024 International Building Code; 2024 International Plumbing Code; 2024 International Fuel Gas Code; 2024 International Energy Conservation Code; 2024 International Mechanical Code; 2024 International Residential Code; 2024 International Property Maintenance Code; and the 2024 International Existing Building Code; and to Amend Title 13 of the La Vergne Municipal Code Regarding Property Maintenance Regulations.

6. Second Reading - **Ordinance #2026-04** - An Ordinance to Amend Title 9, Chapter 9 of the La Vergne Municipal Code Regarding Mobile Food Vendors.

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.)**

7. Consent Agenda Items:

   A. Approve or Reject City Bids and Purchases:

      1. Bid - City Wide Mowing.
      2. Bid Amendment - Police Department Uniforms Price Increase.
      3. Bid Amendment - Fire Department Uniforms Price Increase.
      4. Ratify Approval of OMNIA Contract Purchase - LaserFiche Document Management System Cloud Migration.
      5. State Contract Purchase - Microsoft Software Licensing Renewal.

   B. Approve Agreement with the Tennessee Department of Health.

   C. Approve the Renewal of a License Agreement with Windstream KDL, LLC, to Construct, Maintain, Operate, and Use a Fiber Optic Telecommunications Network Within a Specified Portion of the City's Right-of-Way.

   D. Approve a Development Agreement with Alliance Real Estate Company to Repair a Defective Sewer Pipe on Floyd Mayfield Drive.

NEW BUSINESS

8. **Resolution #2026-09** - 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.

9. **Resolution #2026-10** - A Resolution of the City of La Vergne, Tennessee, Expressing Opposition to any State-Imposed Cap on Municipal Property Taxes and Urging the City's Legislative Delegation to Oppose Legislation that would Limit Local Government Authority to Fund Services for its Residents.

10. First Reading - **Ordinance #2026-05** - An Ordinance to Amend the Fiscal Year 2025-2026 General Fund Budget.

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 JANUARY 29, 2026, AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

CALL TO ORDER

The January 29, 2026 regular workshop of the Board of Mayor and Aldermen of the City of La Vergne, Tennessee was called to order at 5:30 p.m. at La Vergne City Hall by Mayor Jason Cole.

BOARD MEMBERS PRESENT

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

Mayor Cole stated that Alderman Haas would lead the prayer and that he would lead the Pledge of Allegiance at the Regular Meeting on February 3, 2026.

ORDER OF BUSINESS

1. Approve Minutes: January 6, 2026 Workshop and January 8, 2026 Regular Meeting.

No action was taken.

2. Presentations:

A. Certificate of Recognition. Mayor Cole stated that a certificate will be given out on Tuesday.

3. Public Comment Period.

No one spoke.

4. 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 February 3, 2026 Regular Meeting. No action was taken.

OLD BUSINESS

5. Second Reading - Ordinance 2026-01 - An Ordinance to Amend the Fiscal Year 2025-2026 General Fund Budget.

Mayor Cole explained the ordinance. No action was taken.

6. Second 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.

Mayor Cole explained the ordinance. No action was taken.

CONSENT AGENDA

7. Consent Agenda Items:

- **A. Approve or Reject City Bids and Purchases:**
  1. **OMNIA Partners Contract Purchase - Emergency Communications Center Workspace Remodel.**
- **B. Approve Lease Rate Quote – Ford Transit Van for Sewer Department.**
- **C. Approve Amendment #4 for Grant Contract #77833-150, with the State of Tennessee Department of Commerce and Insurance for the Police Department Recruitment and Retention Grant.**
- **D. Approve Professional Services Agreement with Robbi Kitchens Appraisal Services, for the properties affected by the Fergus Interceptor Sewer Project.**
- **E. Approve Master Services Agreement with VC3 for ThinkGard Backup and Recovery Services Related to the City's Office365 Online Environment.**
- **F. Approve an Application for a U.S. Department of Justice Grant to Reduce Injury and Death of Missing Individuals with Dementia and Development Disabilities and Authorize the Mayor to sign the Certification by the Chief Executive Officer of the Applicant Government for this Grant.**

Mayor Cole explained each item.

No action was taken.

NEW BUSINESS

8. First Reading - Ordinance 2026-03 - An Ordinance to Amend Title 7 and Title 12 of the La Vergne Municipal Code to Adopt the Following Standard Codes: 2024 International Fire Code; 2024 International Building Code; 2024 International Plumbing Code; 2024 International Fuel Gas Code; 2024 International Energy Conservation Code; 2024 International Mechanical Code; 2024 International Residential Code; 2024 International Property Maintenance Code; and the 2024 International Existing Building Code; and to Amend Title 13 of the La Vergne Municipal Code Regarding Property Maintenance Regulations.

Mayor Cole explained the ordinance. No action was taken.

9. First Reading - Ordinance #2026-04 - An Ordinance to Amend Title 9, Chapter 9 of the La Vergne Municipal Code Regarding Mobile Food Vendors

Mayor Cole explained the ordinance and staff answered questions regarding the potential issues that could arise from a carnival in town or a city sanctioned event and directed staff to work on a solution for those exceptions. No action was taken.

10. Resolution #2026-04 - A Resolution to Amend the Employee Handbook.

Mayor Cole explained the resolution. No action was taken.

11. Resolution #2026-05 - A Resolution to Accept the Uptown Subdivision (Lot 1 of the Richland South, LLC Property) - Located at 5343 Murfreesboro Road. (This received a favorable recommendation from the Planning Commission on October 28, 2025.)

Mayor Cole explained the resolution. No action was taken.

12. Resolution #2026-06 - A Resolution to Approve a Land Acquisition Policy for Additional Real Property Interests Needed for the South Waldron Road Widening Project.

Mayor Cole explained the resolution. No action was taken.

13. Resolution #2026-07 - A Resolution of the City of La Vergne Board of Mayor and Aldermen to Declare Property Owned by the City to be Surplus to the City's Needs and Directing Disposal of the Same.

Mayor Cole explained the resolution. No action was taken.

14. Resolution #2026-08 - A Resolution to Acquire Interests in Real Property for the Fergus Interceptor Sewer Project.

Mayor Cole explained the resolution. No action was taken.

15. Appoint or Remove Board / Committee Members:

A. Board of Zoning Appeals.
B. Construction Board of Adjustment and Appeals.
C. La Vergne Housing Authority.

Mayor Cole explained each board and committee. No action was taken.

16. Discussion – Presentation of the Compensation Study

Ms. Beth Thomsen, BTA Consulting, presented the compensation study that had been completed for the City, highlighting that department heads had been involved in all aspects of the study. A discussion ensued.

MAYOR / ALDERMEN COMMENTS

Alderman Coates thanked staff for their work during the recent winter storm.

Alderman Haas thanked the police and fire departments for their work during the recent toy drive, their work with the winter storm and announced that the Box 55 Association was back in operation.

Mayor Cole thanked staff for their work during the recent winter storm, for the work done in promoting “Megadeth Day” in the City, and asked residents to stay safe as well as check on their neighbors during the upcoming winter storm.

ADJOURNMENT

There being no further business, Mayor Cole declared the workshop adjourned at 6:47 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 FEBRUARY 3, 2026, AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

CALL TO ORDER

The February 3, 2026 regular meeting of the Board of Mayor and Aldermen of the City of La Vergne, Tennessee was called to order at 6:06 p.m. at La Vergne City Hall by Mayor Jason Cole.

BOARD MEMBERS PRESENT

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

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

ORDER OF BUSINESS

1. Approve Minutes: January 6, 2026 Workshop and January 8, 2026 Regular Meeting.

A motion, made by Alderman Haas, seconded by Vice-Mayor Noe, to approve the minutes of the December 2, 2025 Workshop and December 4, 2025 Regular Meeting, was adopted with all voting AYE.

2. Presentations:

A. Certificate of Recognition – Bobby Thompson – Parks and Recreation Department. Mayor Cole and Mr. David McGowen presented the certificate, thanking Mr. Thompson for his work with the department, his dedication, and years of service to the City of La Vergne.

3. Public Comment Period.

No one spoke.

4. Department Reports:

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

B. Fire Department. Deputy Chief Nick Matthews 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. Dwayne Lowry gave the report for the Water Treatment Plant.

OLD BUSINESS

5. Second Reading - Ordinance #2026-01 - An Ordinance to Amend the Fiscal Year 2025-2026 General Fund Budget.

A motion, made by Alderman Haas, seconded by Alderman Coates, to approve Ordinance #2026-01 on second reading, was adopted following a roll-call vote.

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

6. 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.

A motion, made by Vice-Mayor Noe, seconded by Alderman Hobbs, to approve Ordinance #2026-02 on second reading, was adopted following a roll-call vote.

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

CONSENT AGENDA

7. Consent Agenda Items:

A. Approve or Reject City Bids and Purchases:

1. OMNIA Partners Contract Purchase - Emergency Communications

Center Workspace Remodel.

B. **Approve Lease Rate Quote - Ford Transit Cargo Van for Sewer Department.**
C. **Approve Amendment #4 for Grant Contract #77833-150, with the State of Tennessee Department of Commerce and Insurance for the Police Department Recruitment and Retention Grant.**
D. **Approve Professional Services Agreement with Robbi Kitchens Appraisal Services, for the properties affected by the Fergus Interceptor Sewer Project.**
E. **Approve Master Agreement with VC3 for ThinkGard Backup and Recovery Services Related to the City's Office365 Online Environment.**
F. **Approve an Application for a U.S. Department of Justice Grant to Reduce Injury and Death of Missing Individuals with Dementia and Development Disabilities and Authorize the Mayor to Sign the Certification by the Chief Executive Officer of the Applicant Government for this Grant.**

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

NEW BUSINESS

8. **First Reading - Ordinance 2026-03 - An Ordinance to Amend Title 7 and Title 12 of the La Vergne Municipal Code to Adopt the Following Standard Codes: 2024 International Fire Code; 2024 International Building Code; 2024 International Plumbing Code; 2024 International Fuel Gas Code; 2024 International Energy Conservation Code; 2024 International Mechanical Code; 2024 International Residential Code; 2024 International Property Maintenance Code; and the 2024 International Existing Building Code; and to Amend Title 13 of the La Vergne Municipal Code Regarding Property Maintenance Regulations.**

A motion was made by Mayor Cole, seconded by Vice-Mayor Noe Haas, to approve Ordinance #2026-03 on first reading, was adopted following a roll-call vote.

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

9. **First Reading - Ordinance #2026-04 - An Ordinance to Amend Title 9, Chapter 9 of the La Vergne Municipal Code Regarding Mobile Food Vendors.**

A motion was made by Mayor Cole, seconded by Alderman Hobbs, to approve Ordinance #2026-04 on first reading, was adopted following a roll-call vote.

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

10. Resolution #2026-04 - A Resolution to Amend the Employee Handbook.

A motion, made by Alderman Haas, seconded by Alderman Hobbs, to approve Resolution #2026-04, was adopted following a roll-call vote.

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

11. Resolution #2026-05 - A Resolution to Accept the Uptown Subdivision (Lot 1 of the Richland South, LLC Property) - Located at 5343 Murfreesboro Road. (This received a favorable recommendation from the Planning Commission on October 28, 2025.)

A motion, made by Mayor Cole, seconded by Alderman Coates, to approve Resolution #2026-05, was adopted following a roll-call vote.

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

12. Resolution #2026-06 - A Resolution to Approve a Land Acquisition Policy for Additional Real Property Interests Needed for the South Waldron Road Widening Project.

A motion, made by Alderman Coates, seconded by Alderman Haas, to approve Resolution #2026-06, was adopted following a roll-call vote.

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

Mayor Cole AYE

13. Resolution #2026-07 - 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 Haas, seconded by Vice-Mayor Noe, to approve Resolution #2026-07, was adopted following a roll-call vote.

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

14. Resolution #2026-08 - A Resolution to Acquire Interests in Real Property for the Fergus Interceptor Sewer Project.

A motion, made by Vice-Mayor Noe, seconded by Alderman Coates, to approve Resolution #2026-08, was adopted following a roll-call vote.

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

15. Appoint or Remove Board / Committee Members:

A. Board of Zoning Appeals. Mayor Cole reappointed Brent Windrow to the Board of Zoning Appeals. The Board confirmed the appointment with all voting AYE.

B. Construction Board of Adjustment and Appeals. A motion, made by Mayor Cole, seconded by Alderman Haas, to reappoint Felicia Anderson to the Construction Board of Adjustment and Appeals, was adopted with all voting AYE.

C. La Vergne Housing Authority. Mayor Cole reappointed Deborah Harding to the La Vergne Housing Authority.

MAYOR / ALDERMEN COMMENTS

Alderman Hobbs expressed her thanks to City staff for their work during the winter storm and expressed her appreciation to Mayor Cole for his work on advocating to N.E.S. to restore power to City residents who had lost power during the storm.

Alderman Coates expressed his thanks towards City staff for their service during the winter storm.

Alderman Haas thanked City staff for their work during the winter storm and stated she was looking forward to the upcoming Belle of the Ball dance.

Vice-Mayor Noe thanked the Public Works staff for their work during the winter storm and stated that 7 Brew Coffee in La Vergne was having a soft opening on February 9th and that City employees were invited to stop in for a coffee.

Mayor Cole thanked the Public Works staff for their work during the winter storm and stated he hoped to see everyone at the upcoming Belle of the Ball dance.

ADJOURNMENT

There being no further business, Mayor Cole declared the meeting adjourned at 6:39 p.m.

_____
Mayor

_____
City Recorder

Approved: _____

COMMUNITY SAFETY AND DEPARTMENT ACTIVITY REPORT

DATE RANGE: FEBRUARY 1 – FEBRUARY 28, 2026

PROFESSIONALISM INTEGRITY DUTY HONOR RESPECT

CRIME:

FEBRUARY 2025 VS 2026

Crime Type	February 2025	February 2026	Change from 2025
Residential/Business Burglary	5	5	+0.0%
Vehicle Burglary	24	1	-95.8%
Motor Vehicle Theft	18	6	-66.7%
Robbery	0	1	+100%
Assaults (Including Domestic)	21	29	+38.1%
Domestic Verbal	16	17	+6.3%
Theft	17	18	+5.9%
Shoplifting	7	1	-85.7%
Overdoses	3	1	-66.7%
Homicide	0	0	+0.0%

PROACTIVITY:

FEBRUARY 2025 VS FEBRUARY 2026

Area of Comparison	February 2025	February 2026	Change from 2025
Calls for Service	2,808	2,176	-22.5%
Arrests	118	114	-3.4%
DUI Arrests	24	12	-50.0%
Drug Related Arrests	28	36	+28.6%
Recovered Stolen Vehicles	9	3	-66.7%

TRAFFIC:

FEBRUARY 2025 VS FEBRUARY 2026

Area of Comparison	February 2025	February 2026	Change from 2025
Crashes	78	76	-2.6%
Injury Crashes	10	12	+20.0%
Traffic Stops	691	1,006	+45.6%

City of La Vergne
FIRE DEPARTMENT

2026

Call Type	January	February	March	April	May	June	July	August	September	October	November	December	2026
Structure Fire	5	7											12
Fire Alarm	32	24											56
Vehicle Fire	4	1											5
Grass Fire	2	3											5
Haz-Mat*	26	8											34
MVA's	16	16											32
Medical	232	208											440
Cancelled	1	1											2
Miscellaneous*	24	11											35
Inspections	47	15											62
IROL Reports	12	18											30
Courtesy Insp.	16	17											33
Total	**342**	**279**											621

2025

Call Type	January	February	March	April	May	June	July	August	September	October	November	December	2025
Structure Fire	2	3	1	3	3	1	4	4	6	5	4	3	39
Fire Alarm	31	29	25	29	25	35	22	23	28	29	31	23	330
Vehicle Fire	2	2	6	4	2	2	2	1	2	1	2	3	29
Grass Fire	3	5	9	2	3	4	1	6	3	1	2	5	44
Haz-Mat	2	3	10	2	3	5	3	8	4	3	8	7	58
MVA's	26	30	28	24	34	24	32	35	30	32	20	17	332
Medical	235	203	274	230	228	241	246	238	250	239	235	265	2884
Cancelled	7	3	5	4	4	3	1	3			1	2	33
Miscellaneous	24	8	20	16	5	8	13	5	19	11	10	5	144
Inspections	106	83	71	70	89	70	76	59	56	58	55	27	820
IROL Reports	22	13	17	13	16	24	12	13	27	14	16	26	213
Courtesy Insp.	12	8	145	22	21	9	20	22	15	7	9	46	336
Total	**332**	**286**	**378**	**314**	**307**	**323**	**324**	**323**	**342**	**321**	**313**	**330**	3893

Response Times

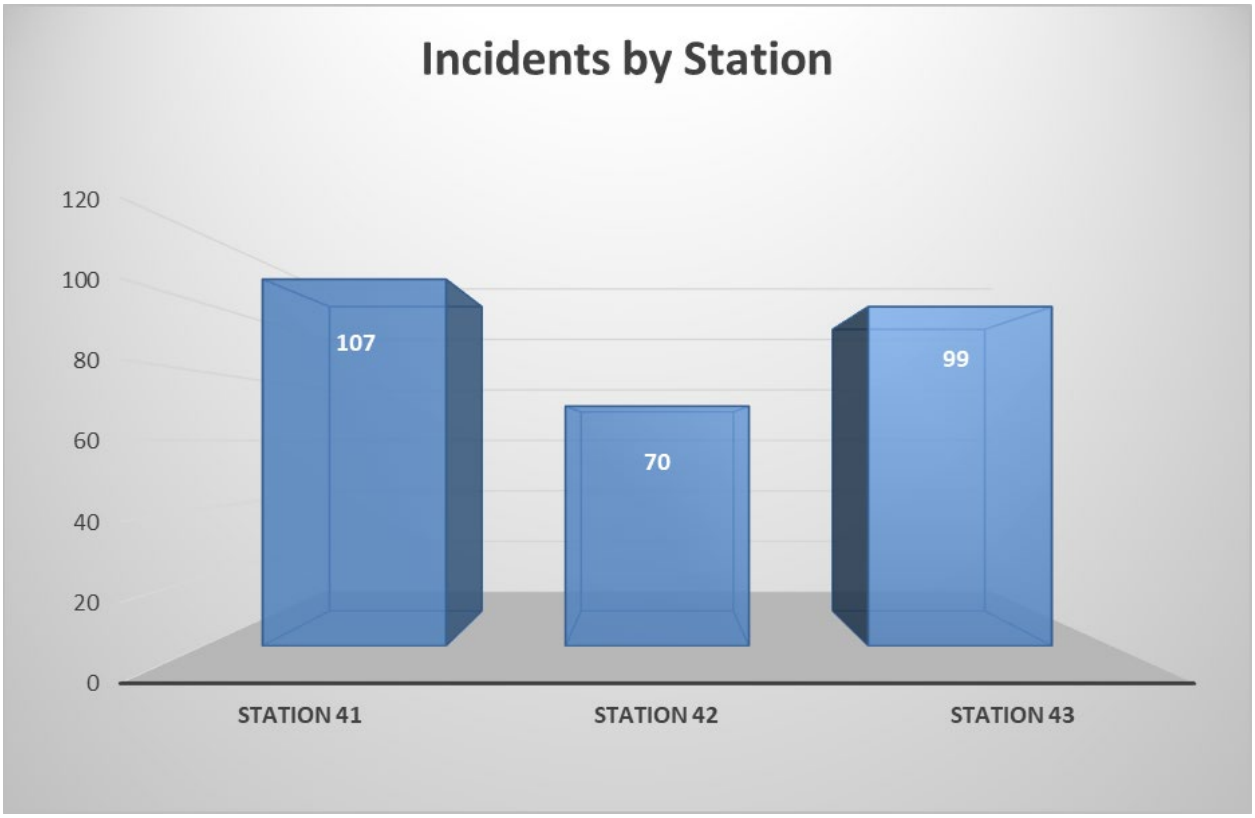
January	February	March	April	May	June	July	August	September	October	November	December	Average
												N/A

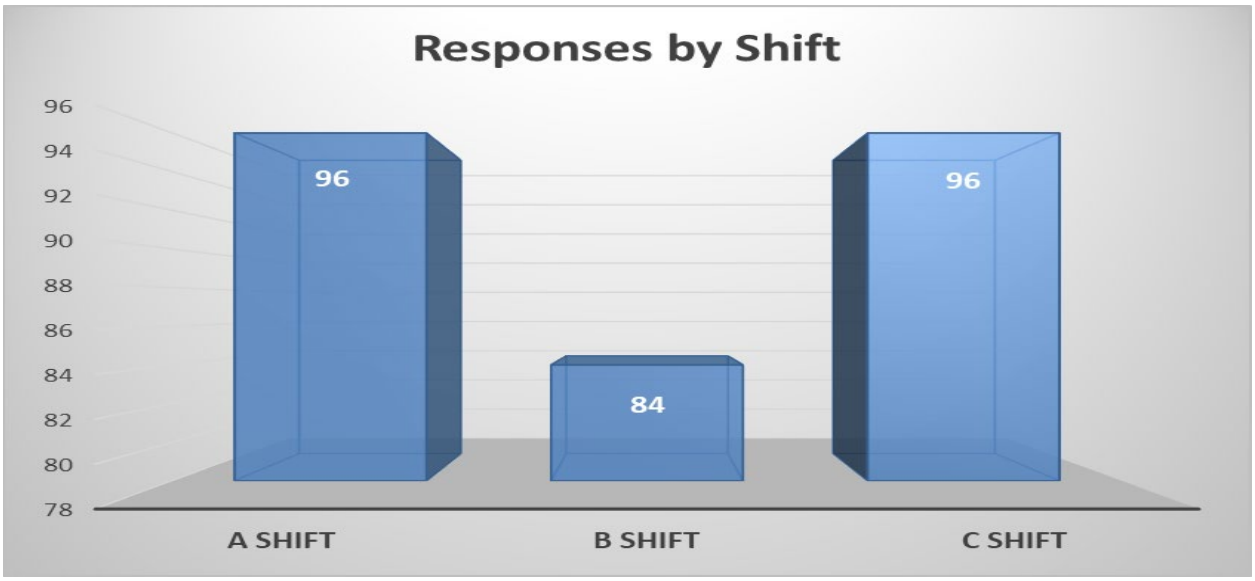
Water Consumption in Gallons

January	February	March	April	May	June	July	August	September	October	November	December	Total Gallons
85,000	43,250											128,250

City of La Vergne

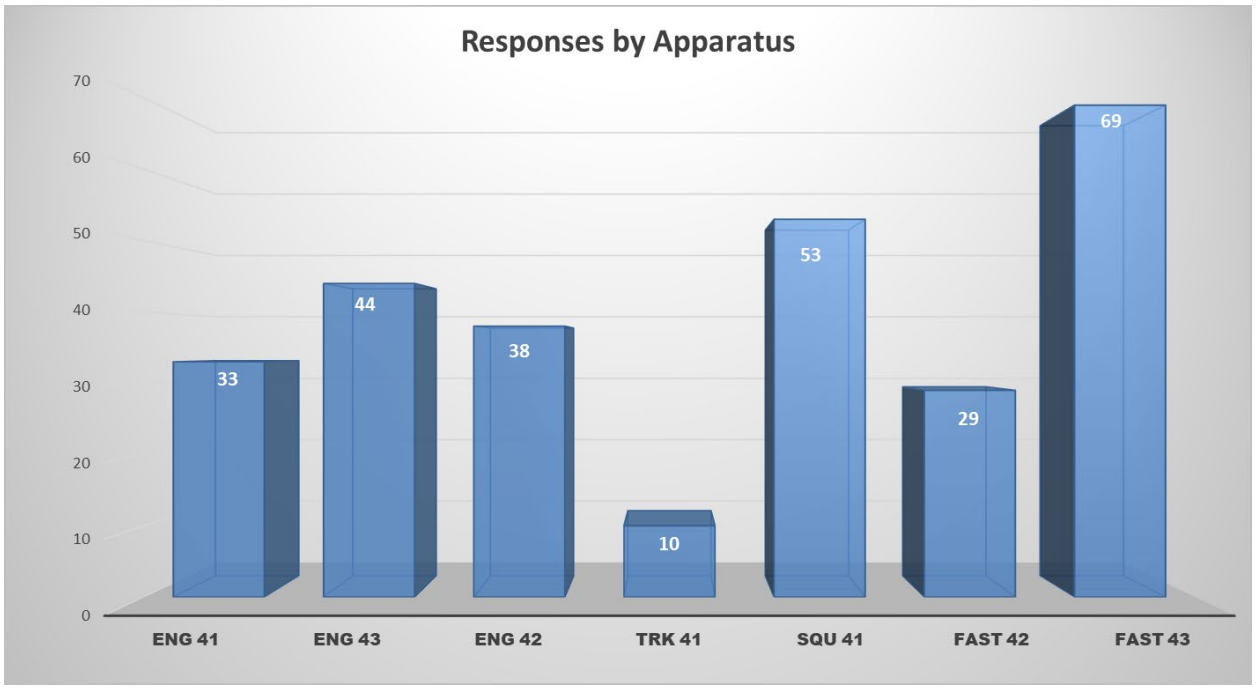
FIRE DEPARTMENT

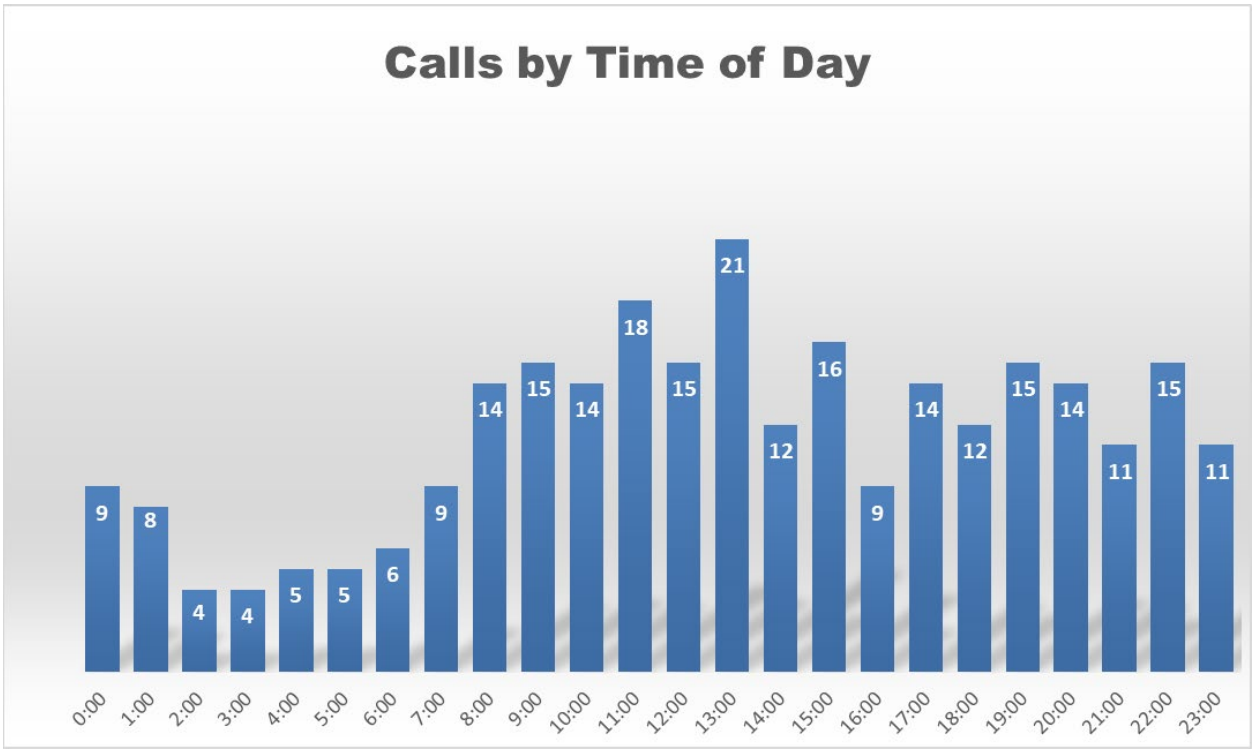




City of La Vergne

FIRE DEPARTMENT





La Vergne Parks & Recreation Dept
February 2026 Monthly Report

PROGRAM	FREQUENCY	ATTENDANCE	REVENUE
Multi-Purpose Bldg	10	750	$1,500.00
Pavilions	0	0	$40.00
Block Party Vendor			$30.00
Total Help Desk Ticket	87		
Man Hours	619.0		
TOTAL			$1,530.00

Past Events:

February 7, 2026- Belle of the Ball/Father daughter dance

Upcoming Events:

March 28, 2026- Easter Drive Thru

Upcoming Meetings:

March 16, 2026 - Parks and Recreation Advisory Committee Meeting -5:00 pm

La Vergne Public Library

February 2026

Circulation	2,762
Patrons added	48
Regular Storytimes	13
Attendance	345
Adult / Teen Programs	4
Attendance	39

Library Board will meet at City Hall Board Room on Monday, March 9, 2026 at 5:00 p.m.

****

February Update

"Share the Love: Take Your Child to the Library Day"
"Coffee with a Cop"

On February 14, approximately 225 adults and children, gathered at the library and began the day with engaged conversations with our Chief of Police and many of the La Vergne Police Officers.
The day continued with families exploring the various craft and interactive stations available throughout the library. Some favorite stations included storytime, singing and dancing, making Valentines, going on a scavenger hunt and making a tasty treat to enjoy while watching a romantic movie featuring Charlie Brown & Lucy!
A great day was had by all!

Children's Storytimes

BOOKS & BABIES STORYTIME

THURSDAYS AT 10:00 A.M.

Books & Babies is designed for ages birth to 24 months. The program will focus on early literacy through music, rhymes, and stories for caregivers to share with their little ones!

HOMESCHOOL EXPLORERS

Designed for kindergarten - 4th grade learners, this program will focus on early literacy and S.T.E.M. activities.

If your child enjoys science experiments or engineering projects, we encourage you to join us!

MONDAYS 10:00 AM

LITTLE LEARNERS STORYTIME

Little Learners is designed for preschool learners. The program will focus on early literacy and social skills needed for school. Join us as we help your child progress to being school ready!

WEDNESDAYS

10:00 AM

La Vergne Public Library - March 2026 Events

March 5	**Dungeons and Dragons** Ages 12-17 Storytime Room 5:00 - 6:30 pm A fantasy filled adventure for teens! Please sign up in advance at the circ desk	March 19	**Dungeons and Dragons** Ages 12-17 Storytime Room 5:00 - 6:30 pm A fantasy filled adventure for teens! Please sign up in advance at the circ desk
March 10	**Kids Crafternoon** Fun for the Whole Family Storytime Room 3:00-6:00 pm Paint a Dino!	March 21	**Parent Workshop** Mrs. Ashley shares her knowledge on kindergarten readiness for parents of 3 & 4 year old's enrolling in school Storytime Room - 10am
March 16	**Strings 'N Things** Ages 18 & over - Free Adult Craft Time! Meeting Room - 5:00 pm Create a "Pine Cone Bird Feeder!" Please sign up in advance at the circ desk.	March 26	**Teen Game Night** Ages 12-17 Storytime Room 5:00 pm Play board games, card games, and switch games during a night of fun!

For detailed information visit our facebook page!

700 Bon Aqua Drive
La Vergne, TN, 37086
615.793.6536

City of La Vergne, TN

February Monthly Report

March 3rd, 2026

700 Bon Aqua Drive
La Vergne, TN, 37086
615.793.6536

March 2nd, 2026

Mr. Bruce Richardson
City of La Vergne Administrator
5093 Murfreesboro Road
La Vergne TN 37086

Dear Mr. Richardson:

Inframark is pleased to submit the February 2026 Operating Service Monthly Report. This report contains a comprehensive description of our Operation and Maintenance Services for the month.

Thank you for the opportunity to provide Operations and Maintenance Service to the City of La Vergne. To ensure we are providing material that is of value to you, please provide any questions or comments to me regarding this report.

Sincerely,

Daniel Campbell

Daniel Campbell

Area Manager

Inframark

Executive Summary

During the month of February 2026, the La Vergne water treatment plant treated 116.526 million gallons of J. Percy Priest Lake water and delivered 103.479 million gallons. That equates to an average of 4.162 million gallons per day treated and 3.696 million gallons per day delivered to the community.

There was a lot of progress made on the SCADA upgrade project during the month of February. Inframark Automation & Intelligence division (formerly known as MR Systems) was able to get all the controls for the distribution system pump stations from the old SCADA to the new SCADA. Mason Rd., Waldron Rd and Lake Rd. pump stations are all operated with the new system, and the tanks levels for Sanders Tank, Sanford Knob Tank, and McFarlin Tank are all visible as well. Internally, both clarifier panels as well as the filter panel for Plant #1 can be controlled via the new SCADA. I would like to give special thanks to City personnel for their assistance with checking tank levels and manually operating pump stations during the distribution switch over.

The first quarter Water and Sewer meeting with Griggs & Maloney, City Personnel and Inframark occurred in the month of February. This meeting allows all parties to discuss current and upcoming projects so we can work together on completing the tasks in a timely manner while budgeting for the future.

The staff at the water plant took part in a Confined Space Entry training put on by Inframark's internal Environment, Health and Safety division on site in the month of February. This gave those employees who are unfamiliar with confined space entry training on what hazards to look out for when entering a confined space.

Inframark lost one operator in the month of February but hired two operators to fill the two open positions. Griffin O'Grady started on February 16th, and Lauren Jackson starts March 2nd. The water plant is fully staffed.

On the Radar

Working with MR Systems, the City of La Vergne, and Griggs & Maloney on the SCADA upgrade Project

Completion of Arc Flash Study

Installation of new tube and plate settlers in pulsators

Operations

Compliance:

- What is the monthly compliance reporting? We send about 23 pages of data that have been collected by our operators and SCADA system. These reports comprise of over 50,000 points of data that is compiled into a report that is sent to the state every month called the "Monthly Operating Report" (MOR). This report is a representation of how well the plant operated during the prior month.
- Monthly Compliance reporting for February 2026 is being compiled and will be submitted to TDEC no later than March 10th, 2026.
- Fluoride was sampled in the month of February. This sample is taken at one of the four sampling sites on a quarterly basis. The results for this quarter were 0.573ppm. The maximum contaminant level for Fluoride is 4.0ppm.
- Disinfection by Products were sampled in the month of February. There are four sites sampled on a quarterly basis. The average among all four samples for Total Trihalomethanes samples was 23.35ppb, with a high of 28.2ppb. The maximum contaminant level is 80ppb. The average among all four samples for Total Halo Acidic Acids was 13.88ppb, with a high of 16.2ppb. The maximum contaminant level is 60ppb.
- Total Organic Carbon (TOC) percent removal for February 2026 was 57.82%. There is no percent removal requirement for February because the raw TOC was less than 2.0 mg/L.
- Every month we are required by state regulations to collect and analyze a minimum of 40 bacteriological samples per our state approved sampling site plan. In February, we collected 40 samples. Of the 40 compliance samples, we had 0 total coliform positive samples. The system remains in compliance.

Plant Operations:

- The plant is currently treating 3.5 – 5.1 MGD through the plant
- Water quality has allowed plant operations to remain consistent
- SCADA project is going well; minor interruptions but nothing that has caused any plant issues
- Communication loss on Sanders Tank; modem at tank site needed to be reset
- Confined Space Entry training occurred for the plant employees in February
- Attended our quarterly Water and Sewer plan meeting
- Raw water flow back on SCADA
- Submitted Source Water/Wellhead Protection Plan to TDEC (update performed every 3 years)
- Completed PFAS sampling of raw water as part of litigation; supplied data requested as well
- Switched to new coagulant injection point on raw water line
- Process chemicals adjusted to optimize efficiency of treatment process
- Process and chemical pumps were rotated
- Continued to have SCADA challenges, with being kicked out, requiring logging back in, loss of data

Flushing:

Inframark's annual flushing program will begin after spring lake turnover, usually around June 2026.

Cross Connection Program:

- The following table shows what was completed in February:

Monthly Cross Connection Report 2/1/26 to 2/28/26			
	Number Scheduled	Number Completed	Number Scheduled Next Month
Devices Tested	60	76	55
Re-survey's	25	25	25

Maintenance & Repair

- Cleared the plant grounds of ice and snow from the winter weather event
- Repaired broken line at pressure transducer at McFarlin Tank
- Installed new chemical containment for fluoride analyzer
- Cleaned level probes on Polymer holding tank and reset skid
- Replaced bleach transfer pump with new pump
- Replaced stent on coagulant drawdown pump
- Install new floats for lagoon pumps
- Front gate was not opening as it should; repaired and working properly
- Switch to control coagulant transfer pump broke; repaired and operating normally
- Annual hoist/crane inspection for carbon hoist completed in February
- Unclogged $KMnO_4$ drawdown tube and chemical feed pump
- Monthly plant walkthrough with Mike Dietz and Justin Adams
- Raw water flow is now visible on SCADA after the cable was connected to the new controller
- Cleaning of the plant

Customer Service

In January, we had two (2) customer complaints: one for low pressure, and one for air in their line. For the low pressure complaint, the pressure at the customer's home was 85psi. The technician advised that it could be an issue with the filtration system that had not been serviced since it was installed several years ago or could be due to a failing pressure regulating valve (PRV). For the complaint about air in the line, the customer's meter had been changed out, and some air had entered the water line. They were advised to flush their faucets, and the issue should be resolved.

For all complaints, water plant staff either arrived on site or communicated with the customer, assessed the situation, and a follow-up call was given (if needed) to each customer to see if the issue had been resolved. No further issues remain.

Financial Update

Caps	Month	Month Total	Monthly Budget	Remaining Balance
Maintenance Cap**	February	$50,656.75	$13,452.50	$101,215.99

**The maintenance cap number for February is an estimate based upon forecasting. This number will be updated after month close.

Health & Safety

Health and Safety Report for the month of February 2026.

- We have gone 6,316 days (17.30 years) without a recordable or time lost injury.
- Inframark's Safety Topics for this month was Hazardous Chemical Communication (HAZCOM).
- There were no safety issues in the month of February.

Personnel

Inframark lost one operator in the month of February but hired two operators to fill the two open positions. Griffin O'Grady started on February 16th, and Lauren Jackson starts March 2nd. The water plant is fully staffed.

Community Involvement

- We will do a drinking water analysis as a courtesy at the customer's request. Please call (615) 793-6536 to schedule an appointment.

Appendix

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Equipment Status Report	8 – 11

City of La Vergne
Water Treatment Plant
INFRAMARK, LLC

Monthly Summary
February 2026

Parameter	Standard	2025	2026*
Vol. Processed (Million gal.)		120.300	116.526
Vol. Delivered (Million gal.)		98.119	103.479
PALL Raw Filtrate (Million gal.)		0.000	0.000
PALL Finished Filtrate (Million gal.)		0.000	0.000
Average Day Finished Flow	MGD	3.504	3.696
Maximum Day Finished Flow	MGD	4.043	4.517
Minimum Day Finished Flow	MGD	2.980	3.150
CFE Water Turbidity (Avg)	<0.3 NTU	0.05	0.08
CFE Water Turbidity (Max)	<0.3 NTU	0.08	0.16
Raw turbidity (Max)	N/A	31.00	16.60
Iron (Max Fin)	0.3 mg/L	0.07	0.05
Manganese (Max Fin)	0.05 mg/L	0.050	0.049
Fluoride (Max Fin)	2.0 mg/L	0.790	0.900
Total Coliform	< 5%	0%	0%
Chlorine Residual (Min Fin)	>0.2 mg/L	0.35	1.27

Chemicals Used	Purpose	Unit	2025	2026*
Sodium Hypochlorite	Disinfection	lbs.	2,656	2,939
Sodium Polyphosphate	Anti-Corrosive	lbs.	1,315	1,118
Fluorosilicic Acid	Fluoride	lbs.	442	476
Powdered Activated Carbon	Taste and Odor	lbs.	6,507	9,786
Potassium Permanganate	Oxidation	lbs.	1,487	2,620
Polymer	Blanket Aid	lbs.	654.38	584.97
Aluminum Chloride	Coagulation	lbs.	55,363	70,093

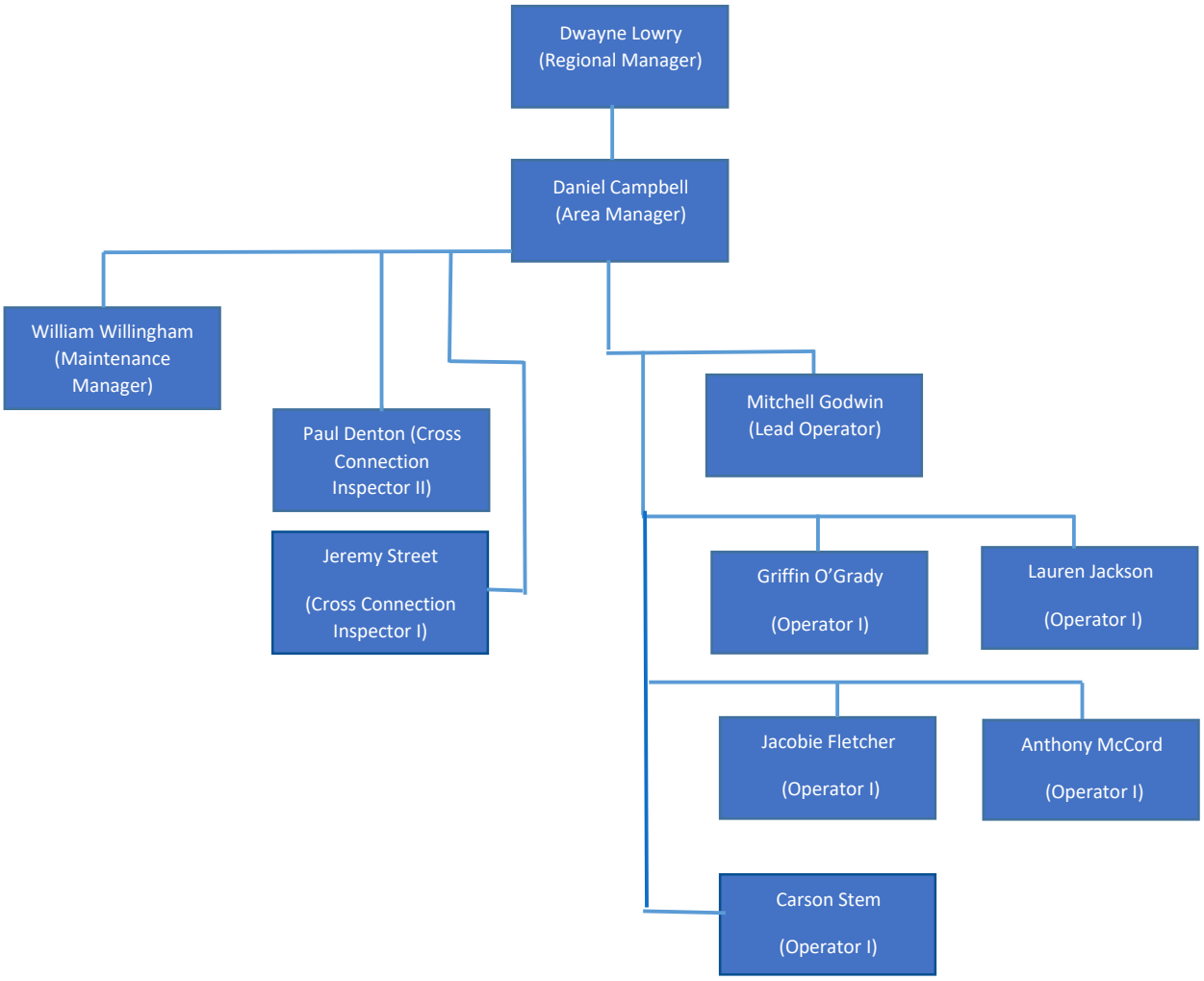
Flushing Program	
No. Flushing Sites	1
Approx. Gallons Used	10,500

Maintenance for February		
Maintenance Jan 2026 - Current	$	60,214.01
Annual Maintenance Cap	$	161,430.00
Remaining Balance	$	101,215.99

Membrane Unit (Million gallons)
Reclaimed

***(Totals are an estimate for February 2026)**

La Vergne Water Plant Organizational Chart



Equipment/Process Status Report

Report Month: February

Date Updated: 2/27/26

In Service Equipment = 149/150 = 99.33%

Prepared by: Daniel Campbell

Equipment is in service	
Equipment is in service but in need of repair	
Equipment is out of service	
Must be repaired within 1 week	H
Must be repaired within 6 months	M
Included as part of a capital improvement plan	L

Location/Process	Equipment	Condition	Repair Status	Criticality	Status
Intake/Influent	Intake Pump #1	In Service			
Intake/Influent	Intake Pump #2	In Service			
Intake/Influent	Intake Pump #3	In Service			
Intake/Influent	Raw water sample pump	In Service			
Intake/Influent	KMnO4 pump #1	In Service			
Intake/Influent	KMnO4 pump #2	In Service			
PLANT					
Old side/Influent	TOC Analyzer	In Service			
Outside/Influent	Raw water flow meter	In Service			
New side/Influent	Potassium Permanganate feeder	In Service			
New side/Influent	Polymer Pump #1	In Service			
New side/Influent	Polymer Pump #2	In Service			
New side/Influent	Polymer transfer pump	In Service			
New side/Influent	Polymer Mixing tank	In Service			
New side/Influent	Coagulant pump #1	In Service			
New side/Influent	Coagulant pump #2	In Service			
New side/Influent	Carbon Feeder	In Service			
New side/Influent	Carbon Feeder Motor	In Service			
New side/Influent	Air compressor	In Service			
Old side/Influent	Air compressor	In Service			
New side/Influent	Flash Mixer	In Service			
Old side/Influent	Flash Mixer	In Service			
New side/Influent	Superpulsator #3	In Service			
New side/Influent	Superpulsator #4	In Service			
Old side/Influent	Superpulsator #1	In Service			
Old side/Influent	Superpulsator #2	In Service			
Old side/Influent	Superpulator #1 Blowdown valve #1	In Service			
Old side/Influent	Superpulsator #1 blowdown valve #2	In Service			
Old side/Influent	Superpulator #2 Blowdown valve #1	In Service			
Old side/Influent	Superpulsator #2 Blowdown valve #2	In Service			

New side/Influent	Superpulator #3 Blowdown valve #1	In Service			
New side/Influent	Superpulsator #3 Blowdown valve #2	In Service			
New side/Influent	Superpulator #4 Blowdown valve #1	In Service			
New side/Influent	Superpulsator #4 Blowdown valve #2	In Service			
New side/Influent	Superpulsator Vacuum Pump #1	In Service			
New side/Influent	Superpulsator Vacuum Pump #2	In Service			
New side/Influent	Superpulsator Vacuum Pump Spare	In Service			
Old side/Influent	Superpulsator Vacuum Pump #1	In Service			
Old side/Influent	Superpulsator Vacuum Pump #2	In Service			
Old side/Influent	Superpulsator Vacuum Pump Spare	In Service			
New side/Influent	Filter Vacuum Pump #1	In Service			
New side/Influent	Filter Vacuum Pump #2	In Service			
Old side/Influent	Filter Vacuum Pump #1	In Service			
Old side/Influent	Filter Vacuum Pump #2	In Service			
New side/Influent	Greenleaf Filter #5	In Service			
New side/Influent	Greenleaf Filter #6	In Service			
New side/Influent	Greenleaf Filter #7	In Service			
New side/Influent	Greenleaf Filter #8	In Service			
Old side/Influent	Greenleaf Filter #1	In Service			
Old side/Influent	Greenleaf Filter #2	In Service			
Old side/Influent	Greenleaf Filter #3	In Service			
Old side/Influent	Greenleaf Filter #4	In Service			
Effluent	Turbidity Meter # 1	In Service			
Effluent	Turbidity Meter # 2	In Service			
Effluent	Turbidity Meter # 3	In Service			
Effluent	Turbidity Meter #4	In Service			
Effluent	Turbidity Meter #5	In Service			
Effluent	Turbidity Meter #6	In Service			
Effluent	Turbidity Meter #7	In Service			
Effluent	Turbidity Meter #8	In Service			
Old Side/Effluent	Turbidity Pump 1	In Service			
Old Side/Effluent	Turbidity Pump 2	In Service			
Old Side/Effluent	Turbidity Pump 3	In Service			
Old Side/Effluent	Turbidity Pump 4	In Service			
New Side/Effluent	Turbidity Pump 5	In Service			
New Side/Effluent	Turbidity Pump 6	In Service			
New Side/Effluent	Turbidity Pump 7	In Service			
New Side/Effluent	Turbidity Pump 8	In Service			
Old Side/Effluent	Combined Filter Effluent Pump	In Service			
Old Side/Effluent	Combined Filter Effluent Turbidimeter	In Service			

New Side/Effluent	Finished Turbidity Meter	In Service			
Old Side/Effluent	Backwash Valve #1	In Service			
Old Side/Effluent	Backwash Valve #2	In Service			
Old Side/Effluent	Backwash Valve #3	In Service			
Old Side/Effluent	Backwash Valve #4	In Service			
New Side/Effluent	Backwash Valve #5	In Service			
New Side/Effluent	Backwash Valve #6	In Service			
New Side/Effluent	Backwash Valve #7	In Service			
New Side/Effluent	Backwash Valve #8	In Service			
Old Side/Effluent	Rewash Valve #1	In Service			
Old Side/Effluent	Rewash Valve #2	In Service			
Old Side/Effluent	Rewash Valve #3	In Service			
Old Side/Effluent	Rewash Valve #4	In Service			
New Side/Effluent	Rewash Valve #5	In Service			
New Side/Effluent	Rewash Valve #6	In Service			
New Side/Effluent	Rewash Valve #7	In Service			
New Side/Effluent	Rewash Valve #8	In Service			
Old side/Influent	Supplemental backwash pump	In Service			
Old side/Influent	Bleach Pump #1	In Service			
Old side/Influent	Bleach Pump #2	In Service			
Old side/Influent	Bleach Pump #3	In Service			
Old side/Influent	Phosphate Pump	In Service			
Old side/Influent	Fluoride Pump #1	In Service			
Old side/Influent	Fluoride Pump #2	In Service			
New side/Influent	Spare Air Compressor #1	In Service			
New side/Influent	Spare Air Compressor #2	In Service			
New side/Influent	Spare Air Compressor #3	In Service			
Outside	WTP Emergency Generator	In Service			
Effluent	High Service Pump #1	In Service			
Effluent	High Service Pump #2	In Service			
Effluent	High Service Pump #3	In Service			
Effluent	High Service Pump #4	In Service			
Effluent	High Service Pump #5	In Service			
Effluent	Finished Flow Meter	In Service			
Effluent	CL17 - CFE	In Service			
Effluent	CL17 - FIN	In Service			
Effluent	High Service Valve #1	In Service			
Effluent	High Service Valve #2	In Service			
Effluent	High Service Valve #3	In Service			
Effluent	High Service Valve #4	In Service			

Effluent	High Service Valve #5	In Service			
Effluent	High Service Valve PLC #1	In Service			
Effluent	High Service Valve PLC #2	Out of Service	Swapped with HSP5	L	
Effluent	High Service Valve PLC #3	In Service			
Effluent	High Service Valve PLC #4	In Service			
Effluent	High Service Valve PLC #5	In Service			
Effluent	High Service Motor #1	In Service			
Effluent	High Service Motor #2	In Service			
Effluent	High Service Motor #3	In Service			
Effluent	High Service Motor #4	In Service			
Effluent	High Service Motor #5	In Service			
Lagoon	Pump #1	In Service			
Lagoon	Pump #2	In Service			
Electrical building	High Service Pump VFD #1	In Service			
Electrical Building	High Service Pump VFD #2	In Service			
Electrical Building	High Service Pump VFD #3	In Service			
Electrical Building	High Service Pump VFD #4	In Service			
Electrical Building	High Service Pump VFD #5	In Service			
Electrical Building	Harmonic Correction Unit	In Service			
LAB					
Lab	Turbidimeter TU5200	In Service			
Lab	Turbidimeter TU5200	In Service			
Lab	DR3900	In Service			
Lab	Fluoride Probe	In Service			
Lab	Pocket Chlorimeter	In Service			
Lab	pH/Fluoride Meter	In Service			
Lab	PH Probe	In Service			
Lab	Chemtrac Chemical Analyzer	In Service			
Lab	Refrigerator	In Service			
Lab	Incubator	In Service			
Lab	Flouresent Analyzer	In Service			
PALL					
PALL	Air Compressor	In Service			
PALL	Influent Pump	In Service			
PALL	Effluent Pump	In Service			
PALL	Membrane Unit	In Service			
PALL	Bleach Pump	In Service			
PALL	Control Valves	In Service			
PALL	Water Heater	In Service			
PALL	Raw Turbidity Meter	In Service			
PALL	Finished Turbidity Meter	In Service			
PALL	Chlorine probe analyzer	In Service			
PALL	pH Probe	In Service			

CITY OF LA VERGNE
FINANCIAL SUMMARY
February 28, 2026

	CASH IN BANKS AND INVESTED	**Balance**
110	GENERAL FUND	$ 40,357,750.30
110	GENERAL FUND BOND PROCEEDS	$32,752,461.44
121	STATE STREET AID FUND	$1,000,519.53
122	SENIOR CITIZENS FUND	$269,993.14
123	SPECIAL REVENUE FUND (DRUG FUND)	$ 431,317.24
126	EQUITABLE SHARING FUND	$ 412,588.33
127	STORM WATER MANAGEMENT	$ 1,593,547.13
311	CAPITAL PROJECT FUND (HIGHWAYS & STREETS)	$ 2,702,670.37
313	CAPITAL PROJECT FUND (PARKS & RECREATION)	$1,393,185.38
321	POLICE IMPACT FUND	$ 922,351.16
322	FIRE IMPACT FUND	$228,602.63
413	WATER & SEWER FUND	$ 15,462,165.84
413	WATER & SEWER FUND ARPA	$771,960.87
413	WATER & SEWER CONSTRUCTION FUND	$ 20,001,046.70
511	INTERNAL SERVICE FUND (EMPLOYEE BENEFITS)	$479,966.24
	TOTAL	**$118,780,126.30**

ITEM REPORT

Board of Mayor and Aldermen

Date: March 3, 2026

Item #: 5.	Second Reading - **Ordinance #2026-03** - An Ordinance to Amend Title 7 and Title 12 of the La Vergne Municipal Code to Adopt the Following Standard Codes: 2024 International Fire Code; 2024 International Building Code; 2024 International Plumbing Code; 2024 International Fuel Gas Code; 2024 International Energy Conservation Code; 2024 International Mechanical Code; 2024 International Residential Code; 2024 International Property Maintenance Code; and the 2024 International Existing Building Code; and to Amend Title 13 of the La Vergne Municipal Code Regarding Property Maintenance Regulations.		
Department:	Codes	**Presented By:**	Joe White
Item Attachments:	1. Ordinance #2026-03		

Purpose:
This is an ordinance to amend Titles 7 and 12 of the La Vergne Municipal Code to adopt the 2024 editions of the International Codes that are enforced by the Codes Department and Fire Department and to amend Title 13 of the La Vergne Municipal Code regarding the Property Maintenance Regulations.

Background:
This ordinance will amend Title 7 of the La Vergne Municipal Code (LMC) to adopt the 2024 International Fire Code and will amend Title 12 of the LMC to adopt the 2024 editions of the following standard codes:

- International Building Code
- International Plumbing Code
- International Fuel Gas Code
- International Energy Conservation Code
- International Mechanical Code
- International Residential Code
- International Property Maintenance Code
- International Existing Building Code

This ordinance will also amend Title 13 of the LMC by adding items that are not allowed as open storage, including automobile parts, tires, furniture and inoperable lawn and garden equipment. Section 13-108, which is in regard to swimming pools, spas and hot tubs will be deleted in its entirety because we already have a swimming pool and spa code in Title 12.

Financial Summary:
N/A

Staff Recommendation:
Staff recommends approval.

ORDINANCE #2026-03

AN ORDINANCE TO AMEND TITLE 7 AND TITLE 12 OF THE LA VERGNE MUNICIPAL CODE TO ADOPT THE FOLLOWING STANDARD CODES: 2024 INTERNATIONAL FIRE CODE; 2024 INTERNATIONAL BUILDING CODE; 2024 INTERNATIONAL PLUMBING CODE; 2024 INTERNATIONAL FUEL GAS CODE; 2024 INTERNATIONAL ENERGY CONSERVATION CODE; 2024 INTERNATIONAL MECHANICAL CODE; 2024 INTERNATIONAL RESIDENTIAL CODE; 2024 INTERNATIONAL PROPERTY MAINTENANCE CODE; AND THE 2024 INTERNATIONAL EXISTING BUILDING CODE; AND TO AMEND TITLE 13 OF THE LA VERGNE MUNICIPAL CODE REGARDING PROPERTY MAINTENANCE REGULATIONS.

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

SECTION I. Title 7, Section 7-202 of the La Vergne Municipal Code be amended to read as follows:

Sec. 7-202. Fire code adopted.

(1) Pursuant to authority granted by Tennessee Code Annotated, §§ 6-54-502, et seq., and for the purpose of regulating and governing the safe-guarding of life and property from fire or explosion, hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises, and providing for the issuance of permits in the City of La Vergne, the 2024 edition of the International Fire Code, including Appendices A, B, C, D, and I is hereby adopted by reference and included herein as part of this code. Said International Fire Code is adopted and incorporated as fully as if set out at length herein and shall be controlling within the corporate limits. The International Fire Code, chapter 80, Referenced Standards of the National Fire Protection Association shall be the latest editions published by the National Fire Protection Association.

(2) *Modifications.*

(a) Section 101.1 Title. Add "City of La Vergne, TN" in place of "[name of jurisdiction]";

(3) *Amendments.* The following sections of the International Fire Code shall NOT be adopted and shall NOT considered to be a part of the City of La Vergne fire code unless separately adopted by ordinance: *105.1 through 105.5.35, 105.5.37 through 105.5.57, 105.6.3, 105.6.4, 105.6.10, 105.6.11, 105.6.15, 105.6.16, 105.6.18, 105.6.20, 105.6.21, 105.6.22*

(4) *Available in the recorder's office.* Pursuant to the requirement of Tennessee Code Annotated, § 6-54-502 one (1) copy of said International Fire Code has been filed with the recorder and is available for public use and inspection.

SECTION II. Title 12, Chapter 1 of the La Vergne Municipal Code be amended to read as follows:

CHAPTER 1 - BUILDING CODE

Sec. 12-101. Building code adopted.

Pursuant to authority granted by Tennessee Code Annotated, §§ 6-54-501 through 6-54-506, and for the purpose of establishing the minimum regulations governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use and the demolition of such structures; the International Building Code, 2024 edition, as published by the International Code Council, including Appendix A is hereby adopted and incorporated by references as a part of this code, and is hereinafter referred to as the building code; and each and all of the regulations, provisions, penalties, conditions and terms of said building code are hereby referred to, adopted, and made a part hereof, as if fully set out in this chapter.

Sec. 12-102. Modifications.

(1) Wherever the building code refers to the "chief appointing authority," or the "administrative authority," it shall be deemed to be a reference to the board of mayor and aldermen. When the "building official" is named or referred to, it shall for the purposes of the building code, mean such person as the board of mayor and aldermen shall have appointed or designated to administer and enforce the provisions of the building code.

(2) Section 101.1 Title. Add "City of La Vergne, TN" in place of "[name of jurisdiction]."

(3) Section 107.2.6.1 Design flood elevations. Delete this section in its entirety.

(4) Section 423.5. Delete in its entirety.

(5) Chapter 11. Accessibility. Delete in its entirety.

Sec. 12-103. Permit fees.

(1) The schedule of building permit fees shall be as set forth in the city fee schedule.

(2) When a plan is required to be submitted by the building department, a plan review fee shall be paid to the building official at the same time of submitting plans and specifications for review. Said plan review fee shall be as set forth in the city fee schedule. Such plan review fee is in the addition to the building permit fee.

Sec. 12-104. Available in recorder's office.

Pursuant to the requirements of the Tennessee Code Annotated, § 6-54-502, one (1) copy of the building code has been placed on file in the recorder's office and shall be kept there for the use and inspection of the public.

Sec. 12-105. Violations.

Any person who shall violate or fail to comply with any of the provisions of this code shall be fined under the general penalty clause for this code of ordinances, or the permit may be revoked, or both fine and revocation of the permit may be imposed.

SECTION III. Title 12, Chapter 2 of the La Vergne Municipal Code be amended to read as follows:

CHAPTER 2 - PLUMBING CODE

Sec. 12-201. Plumbing code adopted.

Pursuant to authority granted by Tennessee Code Annotated, §§ 6-54-501 through 6-54-506 and for the purpose of regulating and controlling the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of plumbing systems in the City of La Vergne and providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, conditions and terms of such International Plumbing Code, 2024 edition, published by the International Code Council, is hereby referred to, adopted and made a part hereof as if fully set out in this chapter, is hereinafter referred to as the plumbing code.

Sec. 12-202. Modifications.

(1) Wherever the plumbing code refers to the "chief appointing authority," the "administrative authority," it shall be deemed to be a reference to the board of mayor and aldermen. When the "building official" is named or referred to, it shall for the purposes of the plumbing code, mean such person as the board of mayor and aldermen shall have appointed or designated to administer and enforce the provisions of the plumbing code.

(2) Section 101.1 Title. Insert "City of La Vergne, TN" in place of "[Name of Jurisdiction]."

(3) Section 305.4.1 Sewer depth. Insert "12" in lieu of "[NUMBER]" in both locations.

(4) Section 903.1 Roof extension. Insert "8" in lieu of "[NUMBER]."

Sec. 12-203. Permit fees.

The schedule of permit fees shall be as set forth in the city fee schedule.

Sec. 12-204. Available in recorder's office.

Pursuant to the requirements of Tennessee Code Annotated, § 6-54-502, one (1) copy of the plumbing code has been placed on file in the recorder's office and shall be kept there for the use and inspection of the public.

Sec. 12-205. Violations.

Any person who shall violate or fail to comply with any of the provisions of this code shall be fined under the general penalty clause for this code of ordinances, or the permit may be revoked, or both fine and revocation of the permit may be imposed.

SECTION IV. Title 12, Chapter 3 of the La Vergne Municipal Code be amended to read as follows:

CHAPTER 3 - FUEL GAS CODE

Sec. 12-301. Fuel gas code adopted.

Pursuant to authority granted by Tennessee Code Annotated, §§ 6-54-501 through 6-54-506, and for the purpose of regulating and governing fuel gas systems and gas-fired appliances and providing for the issuance of permits and collection of fees therefore, the International Fuel Gas Code, 2024 edition, as published by the International Code Council, is hereby adopted and incorporated by reference as a part of this code, and is hereinafter referred to as the fuel gas code; for the control of building and structures as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of said fuel gas code are hereby referred to, adopted, and made a part hereof, as if fully set out in this chapter.

Sec. 12-302. Modifications.

Whenever the fuel gas code refers to the "chief appointing authority" or the "administrative authority," it shall be deemed to be a reference to the board of mayor and aldermen. When the "building official" is named or referred to, it shall for the purposes of the fuel gas code, mean such person as the board of mayor and aldermen shall have appointed or designated to administer and enforce the provisions of the fuel gas code.

Sec. 12-303. Available in recorder's office.

Pursuant to the requirements of the Tennessee Code Annotated, § 6-54-502, one (1) copy of the fuel gas code has been placed on file in the recorder's office and shall be kept there for the use and inspection of the public.

Sec. 12-304. Violations.

Any person who shall violate or fail to comply with any of the provisions of this code shall be fined under the general penalty clause for this code of ordinances, or the permit may be revoked, or both fine and revocation of the permit may be imposed.

SECTION V. Title 12, Chapter 4 of the La Vergne Municipal Code be amended to read as follows:

CHAPTER 4 ENERGY CONSERVATION CODE

Sec. 12-401. Energy conservation code adopted.

Pursuant to authority granted by Tennessee Code Annotated, §§ 6-54-501 through 6-54-506, and for the purpose of regulating and governing energy efficient building envelopes and installation of energy efficient mechanical, lighting and power systems and providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, conditions and terms of such International Energy Conservation Code, 2024 edition, published by the International Code Council, is hereby referred to, adopted and made a part hereof as if fully set out in this chapter, and is hereinafter referred to as the energy conservation code.

Sec. 12-402. Modifications.

(1) Whenever the energy conservation code refers to the "chief appointing authority" or the "administrative authority," it shall be deemed to be a reference to the board of mayor and aldermen. When the "building official" is named or referred to, it shall for the purposes of the energy conservation code, mean such person as the board of mayor and aldermen shall have appointed or designated to administer and enforce the provisions of the energy conservation code.

(2) The 2006 International Energy Conservation Code shall apply to the following occupancy classifications as defined by the 2024 International Building Code:

   (a) Moderate-hazard factory industrial, Group F-1.

   (b) Low-hazard factory industrial, Group F-2.

   (c) Moderate-hazard storage, Group S-1.

   (d) Low-hazard storage, Group S-2.

(3) Section 101.1 Title. Insert "City of La Vergne, TN" in place of "[Name of Jurisdiction]".

(4) Section C405.12. Delete in its entirety.

(5) Section C405.13. Delete in its entirety.

(6) Section C408. Delete in its entirety.

(7) For Daycares licensed by DHS not located in a dwelling unit, the 2015 edition of the International Energy Conservation Code shall apply, except Section C408, which shall be deleted in its entirety.

Sec. 12-403. Available in recorder's office.

Pursuant to the requirements of the Tennessee Code Annotated, § 6-54-502, one (1) copy of the energy conservation code has been placed on file in the recorder's office and shall be kept there for the use and inspection of the public.

Sec. 12-404. Violations.

Any person who shall violate or fail to comply with any of the provisions of this code shall be fined under the general penalty clause for this code of ordinances, or the permit may be revoked, or both fine and revocation of the permit may be imposed.

SECTION VI. Title 12, Chapter 5 of the La Vergne Municipal Code be amended to read as follows:

CHAPTER 5 - MECHANICAL CODE

Sec. 12-501. Mechanical code adopted.

Pursuant to authority granted by Tennessee Code Annotated, §§ 6-54-501 through 6-54-506, and for the purpose of regulating and governing the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of mechanical systems in the City of La Vergne and providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, conditions and terms of such International Mechanical Code, 2024 edition, published by the International Code Council, is hereby referred to, adopted and made a part hereof as if fully set out in this chapter, and is hereinafter referred to as the mechanical code.

Sec. 12-502. Modifications.

(1) Wherever the mechanical code refers to the "chief appointing authority," the "administrative authority," it shall be deemed to be a reference to the board of mayor and aldermen. When the "building official" is named or referred to, it shall for the purposes of the mechanical code, mean such person as the board of mayor and aldermen shall have appointed or designated to administer and enforce the provisions of the mechanical code.

(2) Section 101.1 Title. Insert "City of La Vergne, TN" in place of "[Name of Jurisdiction]".

Sec. 12-503. Permit fees.

The schedule of permit fees shall be as set forth in the city fee schedule.

Sec. 12-504. Available in recorder's office.

Pursuant to the requirements of the Tennessee Code Annotated, § 6-54-502, one (1) copy of the mechanical code has been placed on file in the recorder's office and shall be kept there for the use and inspection of the public.

Sec. 12-505. Violations.

Any person who shall violate or fail to comply with any of the provisions of this code shall be fined under the general penalty clause for this code of ordinances, or the permit may be revoked, or both fine and revocation of the permit may be imposed.

SECTION VII. Title 12, Chapter 6 of the La Vergne Municipal Code be amended to read as follows:

CHAPTER 6 - RESIDENTIAL CODE

Sec. 12-601. Residential code adopted.

Pursuant to authority granted by Tennessee Code Annotated, §§ 6-54-501 through 6-54-506, and for the purpose of regulating and governing the construction, alteration, movement, enlargement, replacement, repair, equipment, location, removal and demolition of detached one and two family dwellings and multiple single family dwellings (townhouses) not more than three stories in height with separate means of egress in the City of La Vergne and providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, conditions and terms of such International Residential Code, 2024 edition, published by the International Code Council, and Appendices BA, BB, BD, and BE, are hereby referred to, adopted and made a part hereof as if fully set out in this chapter, and is hereinafter referred to as the residential code.

Sec. 12-602. Modifications.

(1) Wherever the residential code refers to the "chief appointing authority," the "administrative authority," it shall be deemed to be a reference to the board of mayor and aldermen. When the "building official" is named or referred to, it shall for the purposes of the residential code, mean such person as the board of mayor and aldermen shall have appointed or designated to administer and enforce the provisions of the residential code.

(2) Section R101.1 Title. Insert "City of La Vergne, TN" for name of jurisdiction.

(3) Table R301.2. Delete and replace with the following:

Ground Snow Load	13 lb.
Wind Speed	115 mph
Topographic Effects	No
Seismic Design	D

Weathering	Severe
Frost Line	12"
Termite	Severe
Winter Design Temp	19° F
Ice Barrier	No
Air Freezing Index	1500 or less
Mean Avg. Temp. (F)	60.8° F

(4) Section R306 Flood Hazard Areas. Delete in its entirety.

(5) Section R309. Delete in its entirety.

(6) Chapter 11. Delete in its entirety and replace with Chapter 4 of the 2018 edition of the Residential Energy Efficiency Code. This chapter shall apply to all one and two-family dwellings and townhouses. This chapter shall be amended as follows:

(a) Section R402.4.1.2. Testing. Delete in its entirety and replace with Section 402.2.1. Testing Options and Section 402.4.2.2. Visual Inspection Option from the 2009 International Energy Conservation Code.

(b) Section R403.3.3. Duct Testing (Mandatory) is optional.

(c) Section R403.3.4. Duct Leakage (Prescriptive) is optional.

(d) Table 402.1.2. Insulation and Fenestration Requirements by Component. Delete in its entirety and replace with Table 402.1.1. Insulation and Fenestration Requirements by Component from the 2009 International Energy Conservation Code.

(e) Table 402.1.4. Equivalent U-Factors. Delete in its entirety and replace with Table 402.1.3. Equivalent U-Factors from the 2009 International Energy Conservation Code.

(f) Section R402.4.4. Rooms Containing Fuel Burning Appliances. Delete in its entirety.

(7) Section P2603.5.1 Sewer depth. Delete "[NUMBER]" in both places and replace with "12."

Sec. 12-603. Available in recorder's office.

Pursuant to the requirements of the Tennessee Code Annotated, § 6-54-502, one (1) copy of the residential code has been placed on file in the recorder's office and shall be kept there for the use and inspection of the public.

Sec. 12-604. Violations.

Any person who shall violate or fail to comply with any of the provisions of this code shall be fined under the general penalty clause for this code of ordinances, or the permit may be revoked, or both fine and revocation of the permit may be imposed.

SECTION VIII. Title 12, Chapter 7 of the La Vergne Municipal Code be amended to read as follows:

CHAPTER 7 - PROPERTY MAINTENANCE CODE

Sec. 12-701. Property maintenance code adopted.

Pursuant to authority granted by Tennessee Code Annotated, §§ 6-54-501 through 6-54-506, and for the purpose of establishing the minimum regulations governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use and the demolition of such existing structures, the International Property Maintenance Code, 2024 edition, as published by the International Code Council, is hereby adopted and incorporated by reference as a part of this code, and is hereinafter referred to as the property maintenance code; for the control of building and structures as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of said property maintenance code are hereby referred to, adopted, and made a part hereof, as if fully set out in this chapter.

Sec. 12-702. Modifications.

(1) Whenever the property maintenance code refers to the "chief appointing authority" or the "administrative authority," it shall be deemed to be reference to the board of mayor and aldermen. When the "building official" is named or referred to, it shall for the purposes of the property maintenance code, mean such person as the board of mayor and aldermen shall have appointed or designated to administer and enforce the provisions of the property maintenance code.

(2) Section 101.1 Title. Insert "City of La Vergne, TN" in place of "[Name of Jurisdiction]."

(3) Section 102.3 Application of other codes. Delete the last sentence in its entirety.

(4) Section 103.1 General. Delete "Department of Property Maintenance" and substitute "Department of Building Codes and Safety."

(5) Section 104.1 Fees. Delete this section in its entirety.

(6) Section 106.1 Means of appeal. Where the term "Board of Appeals" appears, it shall be substituted with "Construction Board of Adjustments and Appeals."

(7) Section 302.1 Sanitation. Add the following sentence to the end of the paragraph: "Furniture intended for indoor use shall not be stored or used outdoors."

(8) Section 302.4 Weeds. Delete this section in its entirety. Title 13-103 and/or 13-104 of the La Vergne Municipal Code shall be used to regulate the height of weeds and grass.

(9) Section 304.14 Insect screens. Amend this section by inserting the words "April 1 to October 1 in lieu of "[Date] to [Date]."

(10) Section 602.3 Heat Supply. Amend this section by inserting "October 1" and "April 30" in lieu of "[Date]" to "[Date]."

(11) Section 602.4 Occupiable workspaces. Amend this section by inserting "October 1" and "April 30" in lieu of "[Date]" to "[Date]."

Sec. 12-703. Available in recorder's office.

Pursuant to the requirements of the Tennessee Code Annotated, § 6-54-502, one (1) copy of the property maintenance code has been placed on file in the recorder's office and shall be kept there for the use and inspection of the public.

Sec. 12-704. Violations.

Any person who shall violate or fail to comply with any of the provisions of this code shall be fined under the general penalty clause for this code of ordinances, or the permit may be revoked, or both fine and revocation of the permit may be imposed.

SECTION IX. Title 12, Chapter 8 of the La Vergne Municipal Code be amended to read as follows:

CHAPTER 8 - EXISTING BUILDING CODE

Sec. 12-801. Existing building code adopted.

Pursuant to authority granted by Tennessee Code Annotated, §§ 6-54-501 through 6-54-506, and for the purpose of regulating and governing the repair, alteration, change of occupancy, addition and relocation of existing buildings, including historic buildings in the City of La Vergne and providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, conditions and terms of such International Existing Building Code, 2024 edition, published by the International Code Council, is hereby referred to, adopted and made a part hereof as if fully set out in this chapter, and is hereinafter referred to as the existing building code.

Sec. 12-802. Modifications.

(1) Whenever the existing building code refers to the "chief appointing authority" or the "administrative authority," it shall be deemed to be reference to the board of mayor and aldermen. When the "building official" is named or referred to, it shall for the purposes of the existing building code, mean such person as the board of mayor and aldermen shall have appointed or designated to administer and enforce the provisions of the existing building code.

(2) Section 303. Delete in its entirety.

(3) Section 306. Delete in its entirety.

Sec. 12-803. Permit fees.

The schedule of fees listed in title 12, chapter 1, section 12-103 shall be used for this chapter.

Sec. 12-804. Available in recorder's office.

Pursuant to the requirements of the Tennessee Code Annotated, § 6-54-502, one (1) copy of the existing building code has been placed on file in the recorder's office and shall be kept there for the use and inspection of the public.

Sec. 12-805. Violations.

Any person who shall violate or fail to comply with any of the provisions of this code shall be fined under the general penalty clause for this code of ordinances, or the permit may be revoked, or both fine and revocation of the permit may be imposed.

SECTION X. Title 12, Chapter 13, Section 12-1305 (2) of the La Vergne Municipal Code be amended to read as follows:

Sec. 12-1305. Appeals to the board, fees.

(2) *Fees.* Each written application to the construction board of adjustment and appeals shall be accompanied by a non-refundable filing fee, as set forth in the city fee schedule.

SECTION XI. Title 13, Chapter 1, Section 13-105 of the La Vergne Municipal Code be amended to read as follows:

Sec. 13-105. Open storage.

It shall be unlawful for the owner or occupant of a building, structure or property to utilize the premises of such property for the open storage of any abandoned automobile parts, tires, furniture, inoperable lawn and garden equipment, ice box, refrigerator, stove, glass, building material, building rubbish or similar items.

SECTION XII. Title 13, Chapter 1, Section 13-108 of the La Vergne Municipal Code be deleted in its entirety.

SECTION XIII. Title 13, Chapter 1, Section 13-109 of the La Vergne Municipal Code be renumbered as Title 13, Chapter 1, Section 13-108.

SECTION XIV. Title 13, Chapter 1, Section 13-110 of the La Vergne Municipal Code be renumbered as Title 13, Chapter 1, Section 13-109.

SECTION XV. 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 XVI. 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

Date: March 3, 2026

Item #: 6.	Second Reading - **Ordinance #2026-04** - An Ordinance to Amend Title 9, Chapter 9 of the La Vergne Municipal Code Regarding Mobile Food Vendors.		
Department:	City Administrator	**Presented By:**	Bruce Richardson
Item Attachments:	1. Ordinance #2026-04		

Purpose:
This ordinance will amend the La Vergne Municipal Code regarding Mobile Food Vendors.

Background:
This ordinance amends Section 9-903(1) regarding Food Trucks and the regulations for their operation. These changes include:

- Food Trucks may only operate on private property within the Innovation Zoning District (LI) or Interchange Zoning District (HI), in areas outside of any overlay districts. Food trucks shall not operate within any commercial zoning district or any overlay district, regardless of the underlying zoning.
- Food Trucks must leave the site at the conclusion of each day's operation and all debris and trash must be removed.
- Food Trucks must have a written agreement providing employees access to a flushable restroom located no more than 450 feet of the vending location during all hours of operation.

Other changes that were mentioned during the January workshop are already part of our regulations.

Financial Summary:
N/A

Staff Recommendation:
Staff recommends approval.

ORDINANCE #2026-04

AN ORDINANCE TO AMEND TITLE 9, CHAPTER 9 OF THE LA VERGNE MUNICIPAL CODE REGARDING MOBILE FOOD VENDORS.

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

SECTION I. Title 9, Chapter 9 of the La Vergne Municipal Code entitled "Mobile Food Vendors" be amended to read as follows:

CHAPTER 9 MOBILE FOOD VENDORS

Sec. 9-901. Definitions.

Whenever used in this chapter unless the context requires otherwise:

- *Canteen trucks* are vehicles that operate to provide food services to employees at a location where access to other good service is impractical (e.g., a construction site); from which the operator vends fruits, vegetables, pre-cooked foods such as hot dogs, pre-packaged foods, and pre-packaged drinks that require no preparation or assembly of foods or beverages except for the heating of pre-cooked foods; which operate at a single location for a period not longer than two (2) hours; and which do not advertise in any form to the general public except by virtue of signage on the vehicle. Canteen trucks that operate other than as defined herein are food trucks and must comply with all food truck regulations.
- *Food trucks* are vehicles from which the operator cooks, prepares, or assembles food items (including products sold by canteen trucks and ice cream trucks) with the intent to sell such items to the general public and which may market their products to the public via advertising, including social media.
- *Food truck rallies* are coordinated and advertised gatherings on city property of two (2) or more food trucks in one location on a certain date with the intent to serve the public.
- *Ice cream trucks* are vehicles from which the operator vends only pre-packaged frozen dairy or frozen water-based food products, soft serve, or hand-dipped frozen dairy products or frozen water-based food products, and pre-packaged beverages.
- *Location* means any single property parcel and all other parcels that is contiguous or cumulatively contiguous to that owned or controlled by a single or affiliated entities.
- *Mobile food service permit* means a permit issued by the city for the operation of food trucks, special events, city co-sponsored events, or an approved food truck rally.
- *Mobile food service vehicle* means a food truck, a canteen truck, or an ice cream truck and includes any other portable unit that is or can be attached to a motorized vehicle and that is intended for use or in service to the operations of the mobile food service vehicle.

- *Operate* means to promote or sell food, beverages, and other permitted items from the mobile food service vehicle and includes all tenses of the work.
- *Operator* means any person owning, operating, or permitted to operate a food truck and collectively refers to all such persons.
- *Vehicle,* as used in this chapter, means every device in, upon, or by which any person or property is or may be transported or drawn upon a highway, excepting devices moved by human power or used exclusively upon stationary rails or tracks.

Sec. 9-902. Generally.

(1) It is a violation to operate a mobile food service vehicle at any location except in compliance with the requirements of this chapter.

(2) Mobile food service vehicle operators must comply with all state and local business tax regulations.

Sec. 9-903. Locations and hours of operation.

(1) *Food trucks.*

(a) *Public property.* Food trucks may operate on city property, including city parks, only at the times and locations as allowed by the city.

(b) *Private property.* Food trucks may operate on private property only within the Innovation Zoning District (LI) or Interchange Zoning District (HI) in areas outside of any overlay districts, subject to the following conditions:

(i) *Prohibited zoning districts.* Food trucks shall not operate within any commercial zoning district or any overlay district, regardless of the underlying zoning.

(ii) *Permission.* Food trucks selling to the public from private property shall have the written permission of the property owner, which shall be made available to the city immediately upon request.

(iii) *Unimproved properties.* Regardless of an agreement with the owner of the property, a food truck may not operate on an unimproved parcel or portion of an unimproved parcel unless that parcel is paved, has paved ingress and egress, and has on the parcel a principal structure with an operating restroom.

(iv) *Maximum number of food trucks.* No more than one (1) mobile food truck may operate at any location.

(v) *Existing parking spaces.* Mobile food trucks may not require the use of more than twenty-five percent (25%) of existing parking spaces located on the property for which it has an agreement to operate.

(vi) *Daily removal required.* Food trucks must leave the site at the conclusion of each day's operation and all debris and trash must be removed.

(c) *Prohibited locations.* Food trucks must follow all existing codes and ordinances and are prohibited at the following locations:

(i) Within two hundred feet (200') of a building in which a full-service restaurant or fast-food restaurant is located and operating, unless approval is obtained in writing from the restaurant owner.

(ii) Within twenty feet (20') of any structure built of combustible construction or within ten feet (10') of any structure built of non-combustible construction.

(iii) Within twenty feet (20') of any fire hydrant, fire escape, bus stop, intersection curb radius return (the point of intersection of the street curb line and the curb radius), doorway, driveway, principal building entrance, emergency exit or fire exit.

(iv) Within five hundred feet (500') of a school property line during regular school hours.

(v) Within one thousand three hundred twenty feet (1,320'), or one-fourth (1/4) mile of another mobile food vendor.

(d) *Restroom facility.* Food trucks operating at any location shall maintain a written agreement, available upon request by the city, providing employees access to a flushable restroom located no more than four hundred fifty feet (450') of the vending location during all hours of operation.

(2) *Canteen trucks.*

(a) *Locations.*

(i) *Private property.* Canteen trucks may operate on private property to cater to on-site employees of a clearly delineated single location for a limited period of time not greater than two (2) hours.

(ii) *Food truck rallies.* A canteen truck may operate at a food truck rally only after complying with all requirements applicable to a food truck.

(b) *Hours of operation.* Canteen trucks may operate after 5:00 A.M. and before 6:00 P.M. in all areas.

(3) *Ice cream trucks.*

(a) *Locations.*

(i) *Right-of-way.* An ice cream truck may not operate from the right-of-way at any one location for more than fifteen (15) minutes without relocating to another location not less than one-quarter mile from the previous location.

(ii) *Private property.* An ice cream truck may operate on private property with written permission of the property owner, which will be immediately available to the city upon request. An ice cream truck may not require use of more than twenty-five percent (25%) of existing parking spaces. No ice cream truck may operate on the same or adjoining private property more than two (2) days per week.

(b) *Hours of operation.* Ice cream trucks may operate after 11:00 A.M. and before sunset.

Sec. 9-904. Operating requirements.

(1) *Vehicle requirements.*

(a) *Design and construction.* Mobile food service vehicles must be specifically designed and constructed for the purpose of preparation and sale of the specific type of food being sold and may not operate in any manner that is not safe and is not compatible with the purpose for which the vehicle has been designed and constructed.

(b) *Licensing.* Mobile food service vehicles must be licensed in accordance with the rules and regulations of any local, state, and federal agency having jurisdiction over motor vehicles and all products sold therein must be properly licensed, permitted, and allowed by local, state, and, federal laws or regulations.

(2) *Right-of-way.* Mobile food service vehicles may not operate, stop, stand, or park in any area of the right-of-way that is intended for use by vehicular travel or that in any way impedes the use of the right-of-way or that present an unsafe condition for patrons, pedestrians, or other vehicles.

(3) *Business access.* No mobile food service vehicle may operate in a location that impedes the ingress to, egress from, or signage of another business or otherwise causes undue interference with access to other businesses or emergency areas, paths, or facilities.

(4) *Distance between units.* A mobile food service vehicle may not operate within ten feet (10') of any other mobile food service vehicle.

(5) *Types of cooking apparatuses.* Open flame cooking (other than with a gas range specifically constructed and designed within the food truck) either within or outside a mobile food service vehicle is prohibited; except where such activity is specifically permitted by the fire department. Canteen trucks may have installed within the vehicle a heating apparatus that is used only for serving heated pre-cooked foods provided such apparatus is permitted by state and local regulations. Ice cream trucks can have no heating apparatus installed within the vehicle for the purpose of food service.

(6) *Noise.* Amplified music or other sounds from any mobile food service vehicles may not at any time unreasonably disturb nearby businesses, pedestrians, or vehicles.

(7) *Fixed establishment.* If the operator has a fixed, non-mobile establishment or any other place that is used for the storage of supplies, the preparation of food to be sold or served at or by mobile food service vehicle, or the cleaning and servicing of the mobile food service vehicle, such a location within the city cannot be located in any residential zoning district; unless such location complies with all applicable zoning regulations, building code requirements, and requirements of the city water and sewer department.

(8) *Utilities.* All mobile food service vehicles shall comply with the version of the electrical code currently adopted by the city. Any electrical power, water, or sewage required for the mobile food service vehicle shall be self-contained and shall not use utilities drawn from other sources.

(9) *Fire extinguishers required.* All mobile food service vehicles must be equipped with a 2-A:10-B:C fire extinguisher that is certified annually by a licensed company. Additionally, any mobile food service vehicle that produce grease laden vapors (e.g., those units with deep fat fryers or flat top griddles) must be equipped with a K-Class fire extinguisher that is certified annually by a licensed company. A ventilation system and automatic fire extinguishing system may be required.

(10) *Support methods.* No mobile food service vehicle may use stakes, rods, or any method of support that must be drilled, driven, or otherwise fixed, into or onto asphalt, pavement, curbs, sidewalks, or buildings.

(11) *Spills.* To prevent discharges into the storm drain system and streams, each unit shall comply with all stormwater regulations of the city. In addition, each unit shall have a spill response plan and kit on board to contain and remediate any discharge from the unit. In the event of a spill, operators are required to call the city fire department to assist with the clean-up of spills and to determine the need for a more extensive response.

(a) *Spill plan.* Food trucks must post, on the interior of the vehicle, instructions for containing spills; at a minimum such plan should include

(i) Description of and typical quantities materials that may be spilled;

(ii) Procedures for containing potentially spilled materials including proper disposal of spilled materials;

(iii) Procedures for storage, use, handling and transfer of materials to reduce potential for spilling; and

(iv) Emergency notification requirements;

(b) *Spill kit.* Food trucks must have a response kit on the vehicle including

(i) Minimum five (5) gallon storage and clean-up container capacity with lid;

(ii) Minimum of ten (10) absorbent pads and two (2) absorbent socks or equivalent;

(iii) Disposable bag adequate to hold contents of spill kit and spilled materials; and

(iv) One (1) pair of disposable gloves.

(12) *Waste collection.* The area of a mobile food service vehicle operation must be kept neat and orderly at all times. Operation of a mobile food service vehicle in an area is deemed acceptance by the operator of the responsibility for cleanliness of the reasonable area surrounding the operations (not less than twenty feet (20') from all parts of the vehicle) regardless of the occurrence or source of any waste in the area. The operator must provide proper trash receptacles for public use that are sufficient and suitable to contain all trash generated by the mobile food service vehicle during the period of operation at a location. All trash within the area of operations regardless of the source must be removed and all garbage, trash, and trash receptacles must be removed when full and prior to departure of a mobile food service vehicle from a location.

(13) *Signage.* Mobile food service vehicles are limited to signs mounted to the exterior of the mobile food establishment and one sandwich board sign with dimensions no larger than six (6) square feet. All signs mounted on the unit shall be secured and mounted flat against the unit and shall not project more than six inches (6") from the exterior of the unit. Sandwich board signs shall not obstruct or impede pedestrian or vehicular traffic. All signage must at all times conform to community standards of decency.

(14) *Beer and alcohol sales.* Food trucks may not sell beer or alcoholic beverages, except as may be specifically allowed by state law. Canteen trucks and ice cream trucks are prohibited from selling beer or alcoholic beverages.

(15) *Insurance requirements.* Mobile food service vehicles shall obtain, at a minimum, any motor vehicle insurance required by any local, state, or federal laws and regulations.

(a) Food trucks operating on city property are required at all times to maintain a minimum of one million dollars ($1,000,000.00) of liability insurance coverage naming the City of La Vergne as an additional insured. In the event the required coverage is not properly maintained, the operator's mobile food service permit will be immediately revoked. The failure of the operator to notify the city of any change in coverage will preclude the operator from obtaining a permit for a period of six (6) months from the date the city learns of the failure to provide the required notification of change.

(b) Canteen trucks and ice cream trucks shall not operate on city property, except upon obtaining written permission from the city, and may be required to obtain insurance consistent with the type of operation permitted.

Sec. 9-905. Mobile food service permits.

(1) *Applicable.* No mobile food service vehicle may operate within the city without a mobile food service permit issued by the city. A mobile food service permit authorizes the holder only to engage in the vending of products from a mobile food service vehicle in compliance with city code and as specified on the permit. The mobile food service permit must be prominently displayed when the mobile food service vehicle is in operation.

(2) *Application.* The applicant of a mobile food service vehicle shall apply for a mobile food service permit by payment of an application fee, as set forth in the city fee schedule, and submit the following:

(a) Complete an application form provided by the city, which shall include the following information:

(i) Name and address of the owner of the vehicle;

(ii) Name and address of the operator of the vehicle;

(iii) Three color photographs of the exterior (front, side, and back) and interior food service portion of the vehicle in the final condition and with any and all markings under which it will operate;

(iv) A copy of the vehicle license and registration form reflecting the vehicle identification number (VIN) of the mobile food service vehicle;

(v) A copy of the state or county health department license or permit applicable to mobile food providers;

(vi) A copy of the fire marshal's inspection report;

(vii) A copy of any alcoholic beverage licenses, if applicable;

(viii) A copy of the operator's Tennessee business license issued by the city or the operator's home-based county; and

(ix) A copy of insurance coverage.

(b) Permittee has an on-going duty to provide the city with notice of any change to any of the information required by the city to obtain a mobile food service permit, including current photographs of the mobile food service vehicle in the event of any change in the appearance of or signage on the vehicle.

(c) This section does not apply to contractual arrangements between a mobile food service vehicle operator and an individual, group, or the city for catering at a specific location that is not open to or serving the public.

(3) *Issuance.* A mobile food service permit shall be issued upon full completion and review of the application required by this section. No mobile food service permit will be issued to:

(a) An operator that operated within the prior six (6) months notwithstanding a mobile food service permit that is suspended or has been revoked; or

(b) An operator, or any person affiliated with the operator for purposes of operating a mobile food vehicle that is the subject of a suspended mobile food service permit or has held a mobile food service permit revoked with the prior twelve (12) months.

(4) *Expiration.* A mobile food service permit expires on the date twelve (12) months after issuance and may be renewed provided that all city requirements are met and the license has not been suspended or revoked.

(5) *Transferability.* A mobile food service permit may not be transferred except as part of the sale of an interest in a business holding the license or a sale of substantially all of the assets of a business holding the license.

(6) *Enforcement.*

(a) If an operator is found to be operating within the city and without a mobile food service permit, the operator will be cited. The operator will pay a fine as set forth in the city fee schedule to offset the city's costs of compliance measures, inspections, and correction of any circumstance resulting from operator's failure to comply with this article.

(b) *Warnings.* A city enforcement officer may provide one (1) warning to any operator for a violation of this section except that a citation shall be issued as set forth in the section.

(c) *Citation.* A city enforcement officer must issue a citation to the mobile food service operator for the following:

(i) A second violation of this section is found to have occurred after a warning has been issued within the previous six (6) months; or

(ii) Any violation that constitutes ground for revocation of a mobile food service permit.

(d) *Suspension.* A mobile food service permit shall be suspended until reinstatement upon issuance of a citation for the following reasons:

(i) A second violation of this section is found to have occurred after a warning has been issued within the previous six (6) months;

(ii) The required vehicle license, health permit, or business tax license for the operator or the mobile food service vehicle has expired or been suspended, revoked, or otherwise terminated;

(iii) The operator fails to obtain or maintain the insurance coverages required by this section.

(e) *Revocation.* The city shall revoke a mobile food service permit after two (2) suspensions within a twelve (12) month period. The mobile food service permit may be revoked if the operator operates in an unlawful manner or such a manner as to constitute a breach of the peace, interferes with the normal use of the right-of-way, or otherwise constitutes a menace to the health, safety, or general welfare of the public.

(f) *Reinstatement.*

(i) *Suspension.* An operator may reinstate a suspended mobile food service permit by payment of a fee as set forth in the city fee schedule, to offset the city's costs of compliance measures, necessary inspections, and the correction of any circumstance that lead to the suspension.

(ii) *Revocation.* The city may allow an operator to reapply for a mobile food service permit after three (3) months from the date of revocation if the operator corrects all circumstances that lead to the violations and the operator pays a fee, as set forth in the city fee schedule, to offset the city's costs of compliance measures, necessary inspections, and the correction of any circumstance that lead to the suspension.

(7) *Notice.* Upon denial, suspension or revocation of a mobile food service permit, the city shall give notice to the operator in writing. There shall be no refund of any other fee paid to the city.

(8) *Appeal.* Citation may be appealed to the city administrator, whose decision, which will be based upon a written summation of the facts submitted by the city enforcement officer and the permit holder, is final.

Sec. 9-906. Food truck rallies.

All food truck rallies on city property will require each vendor to pay any required booth rental fees to the parks and recreation department. A parks vendor permit is not required if the food truck has received a mobile food service permit. All food truck rallies will be coordinated by the parks and recreation department.

SECTION II. Each section, subsection, paragraph, sentence and clause of this ordinance is hereby declared to be separable and severable. The validity of any section, subsection, paragraph, sentence or clause shall not be effected by the invalidity of any other portion of this ordinance, and only any portion declared to be invalid by a court of competent jurisdiction shall be deleted herefrom.

SECTION III. 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

Date: March 3, 2026

Item #: 7.A.1.	Bid - City Wide Mowing.		
Department:	Public Works	**Presented By:**	Michael Dietz, David McGowen
Item Attachments:	1. Bid Tab and Contract - City-Wide Mowing		

Purpose:
This will approve a bid for city-wide mowing, including city buildings and grounds, cemeteries, utility stations and right-of-way mowing.

Background:
This is for the approval of a city-wide mowing contract for designated buildings and right-of-way areas throughout the City. A bid opening was held on Tuesday, February 24th, at which time five (5) bids were received. The lowest responsible bidder was D&S Lawn & Landscaping.

Financial Summary:
The low bid amount is $125,600.00, which includes an estimated 40 cuts per year for Buildings and Grounds mowing and ROW mowing and 20 cuts per year for cemeteries and utility stations. This will be funded through the Streets and Parks & Recreation Department budgets.

Staff Recommendation:
Staff recommends awarding the bid to D&S Lawn & Landscaping.

#	Bidder Name	Present at Bid Opening
1	O'Conner Group	No
2	WEP Interprise	No
3	Rotolo Consultants	No
4	D+S Lawn and Landscaping	Yes
5	Russel Landscaping	Yes

Item	Location	Bidder 1	Bidder 2	Bidder 3	Bidder 4	Bidder 5
1	City Hall	$225.00	$725.00	$123.72	$250.00	$648.00
2	Public Works Facility	$285.00	$635.00	$584.44	$500.00	$792.00
3	Library	$165.00	$670.00	$134.69	$150.00	$240.00
4	Charter Place/Waldron Rd.	$195.00	$545.00	$40.67	$60.00	$108.00
	Sub total:	**$870.00**	**$2,575.00**	**$883.52**	**$960.00**	**$1,788.00**

Item	Location	Bidder 1	Bidder 2	Bidder 3	Bidder 4	Bidder 5
5	Franklin Cemetery	$285.00	$1,325.00	$141.62	$80.00	$180.00
6	Davis Cemetery	$175.00	$1,125.00	$90.99	$75.00	$180.00
7	Lake Forest Cemetery	$250.00	$1,210.00	$86.05	$100.00	$168.00
	Sub total:	**$710.00**	**$3,660.00**	**$318.66**	**$255.00**	**$528.00**

Item	Location	Bidder 1	Bidder 2	Bidder 3	Bidder 4	Bidder 5
8	Waldron Rd. Station	$120.00	$325.00	$41.48	$30.00	$84.00
9	Hickory Springs	$115.00	$340.00	$24.81	$35.00	$84.00
10	Interstate	$115.00	$365.00	$59.73	$35.00	$108.00
11	Fergus Rd.	$125.00	$330.00	$49.30	$40.00	$96.00
12	Hollandale	$125.00	$320.00	$39.37	$30.00	$96.00
13	Driftwood	$115.00	$310.00	$42.19	$40.00	$84.00
14	Sanders Tank	$110.00	$350.00	$89.36	$55.00	$144.00
	Sub total:	**$825.00**	**$2,340.00**	**$346.24**	**$265.00**	**$696.00**

Item	Location	Bidder 1	Bidder 2	Bidder 3	Bidder 4	Bidder 5
15	Murfreesboro Rd.	$800.00	$1,420.00	$1,349.03	$545.00	$4,416.00
16	Waldron Rd. Southbound	$450.00	$1,200.00	$151.16	$175.00	$732.00
17	Waldron Rd. Northbound	$400.00	$1,200.00	$257.37	$175.00	$1,080.00
18	Floyd Mayfield Dr.	$330.00	$1,100.00	$153.57	$100.00	$516.00
19	Nir Shreibman Blvd.	$270.00	$1,050.00	$492.47	$375.00	$1,176.00
20	Park & Ride Lot	$320.00	$1,020.00	$221.27	$275.00	$816.00
21	Industrial Blvd.		$1,100.00	$443.57	$275.00	$1,068.00
	Sub total:	**$2,570.00**	**$8,090.00**	**$3,068.44**	**$1,920.00**	**$9,804.00**

40 Weeks of Building Grounds and ROW Mowing	$137,600.00	$426,600.00	$158,078.40	$115,200.00	$463,680.00
20 Weeks of Utility Stations and Cemeteries	$30,700.00	$120,000.00	$13,298.00	$10,400.00	$24,480.00
Total	**$168,300.00**	**$546,600.00**	**$171,376.40**	**$125,600.00**	**$488,160.00**

City Wide Mowing
BID CONTRACT

A required form from Bidders and Proposers

This Contract is entered into on this 3rd day of March, 2026, by and between The City of La Vergne, a Tennessee Municipal Corporation, its elected and appropriate officials, and employees (the "City") and D&S Lawn & Landscaping LLC, (the "Contractor").

This Contract consists of the following documents:

- This document;
- Invitation to Bid entitled City Wide Mowing; (the "Solicitation");
- Contractor's Bid Submittal Form/Proposal dated 02/24/2026 ("Contractor's Proposal");

In the event of conflicting provisions, all documents will be construed according to the following priorities:

- First, any properly executed amendment or change order to this Agreement (most recent amendment or change order given first priority);
- Second, this Agreement;
- Third, the Solicitation; and
- Lastly, Contractor's Proposal.

1. ***Purpose.*** Contractor shall provide and City shall purchase City Wide Mowing based on Contractor's proposal and specifications as set forth in the Solicitation.

2. ***Term.*** The term of this Contract shall be as described in the Solicitation. However, in no event shall the term of this Contract last more than five (5) years.

3. ***Compensation.*** Compensation shall be as described in the Contractor's Proposal and the Solicitation.

4. ***Copyright, Trademark, Service Mark, or Patent Infringement.*** Contractor shall, at its own expense, shall defend any legal action which may be brought against City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor shall further indemnify and hold harmless City against any award of damages and costs made against City by a final judgment of a court of last resort in any such legal action. City shall provide Contractor notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable Contractor to do so. City reserves the right to participate in the defense of any such legal action. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon the City unless approved by the City's mayor and where required the City's board of mayor and aldermen.

5. ***Termination - Breach.*** Should Contractor fail to fulfill in a timely and proper manner its obligations under this Contract or if it should violate any of the terms of this Contract, City shall have the right to immediately terminate the Contract. Such termination shall not relieve Contractor of any liability to City for damages sustained by virtue of any breach by Contractor.

6. ***Termination - Funding.*** Should funding for this Contract be discontinued, City shall have the right to terminate the Contract immediately upon written notice to Contractor.

7. ***Termination - Notice.*** City may terminate this Contract at any time upon sixty (60) days written notice to Contractor.

8. ***Compliance with Laws.*** Contractor agrees to comply with all applicable federal, state and local law and regulations in its performance under this Contract.

9. ***Notices and Designation of Agent for Service of Process.*** All other notices to the City shall be mailed or hand delivered to:

City Administrator
City of La Vergne
La Vergne City Hall
5093 Murfreesboro Road
La Vergne, TN 37086

Notices to Contractor shall be mailed or hand delivered to:

Po Box 102
Smyrna TN 37167

Contractor designates the following as the Contractor's agent for service of process and will waive any objection to service of process if process is served upon this agent:

Jon-Paul Cole PC
119 Lodge Ct
Christiana TN 37037

10. ***Maintenance of Records.*** Contractor shall maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representative. The record shall be maintained in accordance with generally accepted accounting principles.

11. ***Monitoring.*** The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the City or its duly appointed representative.

12. ***City's Property.*** Any of the City's property, including but not limited to books, records

and equipment, that is in Contractor's possession shall be maintained by Contractor in good condition and repair, and shall be returned to the City by Contractor upon termination of the Contract. All goods, documents, records, and other work product and property produced during the performance of this Contract are deemed to be City's property.

13. ***Modification of Contract.*** This Contract may be modified only by written amendment executed by all parties and their signatories hereto.

14. ***Partnership/Joint Venture.*** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.

15. ***Waiver.*** No waiver of any provision of this Contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

16. ***Employment.*** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities, or otherwise in violation of law.

17. ***Non-Discrimination.*** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, disability, or other protected class 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 Contract, Contractor certifies and warrants it will comply with this policy. No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or state law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of City's Contractor.

18. ***Insurance.*** During the term of this Contract, Contractor shall maintain liability insurance with limits of not less than described in the Solicitation, as well as automotive insurance policies. A certificate of insurance, in a form satisfactory to the City, evidencing said coverage shall be provided to the City prior to commencement of performance of this Contract. Throughout the term of this Contract, Contractor shall provide an updated certificate of insurance upon expiration of the current certificate.

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

20. ***Gratuities and Kickbacks.*** It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefor. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under City contracts.

21. ***Indemnification and Hold Harmless.*** Contractor shall indemnify and hold harmless the City, its officers, agents and employees from:

a. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the Contract, and,

b. Any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, its officers, employees and/or agents, including its sub or independent Contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

c. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion the Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that the Contractor may provide.

d. Contractor shall pay the City any expenses incurred as a result of Contractor's failure to fulfill any obligation in a professional and timely manner under this Contract.

22. ***Attorney Fees.*** Contractor agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the contract, and in the event the City prevails, Contractor shall pay all expenses of such action including the City's attorney fees and costs at all stages of the litigation.

23. ***Assignment - Consent Required.*** The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Contract, neither this Contract nor any of the rights and obligations of Contractor hereunder shall be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer shall not release Contractor from its obligations hereunder. NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF CITY ADMINISTRATOR, CITY OF LA VERGNE, LA VERGNE CITY HALL, 5093 MURFREESBORO ROAD, LA VERGNE, TN 37086.

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

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

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

27. ***Venue.*** Any action between the parties arising from this agreement shall be maintained in the courts of Rutherford County, Tennessee.

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

29. ***Effective Date.*** This Contract shall not be binding upon the parties until it has been signed first by the Contractor and then by the authorized representatives of the City and has been filed in the office of the City Recorder. When it has been so signed and filed, this Contract shall be effective as of the date first written above.

(Signatures appear on the following page.)

IN WITNESS WHEREOF, the parties herein have affixed their signatures to be effective on the day and year first written above.

THE CITY OF LA VERGNE, TENNESSEE:

BY: _____
Jason Cole, Mayor

ATTEST:

BY: _____
Joshua Miller, City Recorder

CONTRACTOR:

BY: _____

Printed Name: Dennis J Skiles Jr

Title: Owner

Sworn and subscribed to before me, a Notary Public, this the 23rd day of February, 2026, by Robin Duffer, the Notary of the Contractor, who is duly authorized to execute this instrument on the Contractor's behalf.

_____
Notary Public

Commission Expires: December 15, 2029

(SEAL)

ROBIN DUFFER
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY
MY COMMISSION EXPIRES DECEMBER 15, 2029

City Wide Mowing
BID SUBMITTAL FORM

A required form from Bidders and Proposers

Building and Grounds Mowing

Name of Bidder: D&S Lawn & Landscaping LLC

Bid prices must include all costs. Costs included in the bid prices shall include parts, labor, accessories and any other standard equipment necessary to mow and trim the specified areas. Pricing for each component shall be effective for two (2) years from the date of bid award with the possibility of renewal for another two (2) year period at the same price and terms and conditions as the original specifications. The winning bidder could be awarded a contract for up to four (4) years in total. The City is not subject to sales tax.

Total Costs (must include all labor, equipment, materials and traffic control as needed):

Item #	Description	Unit	Mowing Only	Mowing and Trim
1	City Hall – 5093 Murfreesboro Road	Per Mow	$250.00	$250.00
2	Public Works and Community Development Services Facility – 1500 E. Nir Shreibman Blvd.	Per Mow	$500.00	$500.00
3	Library – 5063 Murfreesboro Road	Per Mow	$150.00	$150.00
4	Charter Place/Waldron Road Landscaping Area	Per Mow	$60.00	$60.00

*Bid Submittal Form continues on next page

City Wide Mowing
BID SUBMITTAL FORM

A required form from Bidders and Proposers

Cemetery Mowing

Name of Bidder: D&S Lawn & Landscaping LLC

Bid prices must include all costs. Costs included in the bid prices shall include parts, labor, accessories and any other standard equipment necessary to mow and trim the specified areas. Pricing for each component shall be effective for two (2) years from the date of bid award with the possibility of renewal for another two (2) year period at the same price and terms and conditions as the original specifications. The winning bidder could be awarded a contract for up to four (4) years in total. The City is not subject to sales tax.

Item #	Description	Unit	Mowing Only	Mowing and Trim
5	Franklin Cemetery – Located between 101 Rose Street and 102 John D Street	Per Mow	$70.00	$80.00
6	Davis Cemetery – Located between 122 and 140 Charter Place	Per Mow	$60.00	$75.00
7	Lake Forest Cemetery – Located at 401 Holland Ridge Drive	Per Mow	$90.00	$100.00

*Bid Submittal Form continues on next page

City Wide Mowing
BID SUBMITTAL FORM

A required form from Bidders and Proposers

Utility Station Mowing

Name of Bidder: D&S Lawn & Landscaping LLC

Bid prices must include all costs. Costs included in the bid prices shall include parts, labor, accessories and any other standard equipment necessary to mow and trim the specified areas. Pricing for each component shall be effective for two (2) years from the date of bid award with the possibility of renewal for another two (2) year period at the same price and terms and conditions as the original specifications. The winning bidder could be awarded a contract for up to four (4) years in total. The City is not subject to sales tax.

Note: Budgetary restraints will determine if the Utility Station Mowing will be included in the awarded bid.

Item #	Description	Unit	Mowing Only	Mowing and Trim
8	Waldron Road Water Station – 30 New Paul Road	Per Mow	$30.00	$30.00
9	Hickory Springs – 594 Butternut Trace	Per Mow	$30.00	$35.00
10	Interstate – 153 Charter Place	Per Mow	$35.00	$35.00
11	Fergus Road – 260 Fergus Road	Per Mow	$35.00	$40.00
12	Hollandale – 400 Hollandale Road	Per Mow	$30.00	$30.00
13	Driftwood – 907 Willowview Drive	Per Mow	$40.00	$40.00
14	Sanders Water Tank – Between 209 & 210 Poulan Court	Per Mow	$50.00	$55.00

*Bid Submittal Form continues on next page

LA VERGNE
TENNESSEE

City Wide Mowing
BID SUBMITTAL FORM

A required form from Bidders and Proposers

Right-of-Way Mowing

Name of Bidder: D&S Lawn & Landscaping LLC

Bid prices must include all costs. Costs included in the bid prices shall include parts, labor, accessories and any other standard equipment necessary to mow and trim the specified areas. Pricing for each component shall be effective for two (2) years from the date of bid award with the possibility of renewal for another two (2) year period at the same price and terms and conditions as the original specifications. The winning bidder could be awarded a contract for up to four (4) years in total. The City is not subject to sales tax.

Note: Budgetary restraints will determine if the Right-of-Way Mowing will be included in the awarded bid.

Item #	Description	Unit	Mowing Only	Mowing and Trim
15	Murfreesboro Road – From Aviation Parkway to Waldron Road	Per Mow	$475.00	$545.00
16	Waldron Road (Southbound) – From Murfreesboro Road to International Blvd.	Per Mow	$125.00	$175.00
17	Waldron Road (Northbound) – From Bain Drive to Murfreesboro Road	Per Mow	$125.00	$175.00
18	Floyd Mayfield Drive – From Murfreesboro Road to Sand Hill Road	Per Mow	$75.00	$100.00
19	E. Nir Shreibman Blvd. – From Roundabout to Murfreesboro Road	Per Mow	$325.00	$375.00
20	Park and Ride Lot (I-24 Ramp) – Entire Section between Waldron Road and New Paul Road, stopping at New Paul Corner	Per Mow	$200.00	$275.00
21	South Side of Industrial Blvd. – From Waldron Road to City Limits (559 Industrial Blvd.)	Per Mow	$225.00	$275.00

In compliance with this Invitation to Bid, and subject to all conditions thereof, the undersigned agrees that if this bid response is accepted within ninety (90) days from the date of opening, to furnish any or all of the items upon which price(s) are quoted, at the price set opposite each item unless otherwise specified.

Company Name: D&S Lawn & Landscaping LLC	**Telephone Number:** 615-971-2658
Representative Name: Dennis J Skiles Jr	**Title:** Owner
Signature:	**Email Address:** dandslawnandlandscaping@gmail.com
Date: 2/23/2026	**Contractor License Number:**

ITEM REPORT

Board of Mayor and Aldermen

Date: March 3, 2026

Item #: 7.A.2.	Bid Amendment - Police Department Uniforms Price Increase.		
Department:	Police	**Presented By:**	Christopher Moews
Item Attachments:	1. Police Department Price Increase Letter		

Purpose:
This is a request to amend the bid prices for Police Uniforms.

Background:
In December 2021, the Board awarded a five-year bid for Police Department Uniforms to CMS Uniforms & Equipment, Inc. In 2023, the Board approved a 5% increase to the bid prices for Police Uniforms.

A letter was received from CMS regarding their increased costs to provide uniforms for the Police Department. They are requesting a 10% increase to help offset the price increases from the manufacturers. If the board chooses not to approve the increase, then the city will have to rebid the Police Department uniforms and there is no way to know what the new costs would be. We will be putting bids out for Police uniforms later this year since the current bid will expire in December 2026.

Financial Summary:
The uniforms are budgeted items.

Staff Recommendation:
Staff recommends approval.

CMS UNIFORMS
Uniform Professionals
SERVING THOSE WHO SERVE OUR COMMUNITY
Experience the PROFESSIONAL difference!

January 28, 2026

La Vergne Police Department,

This letter is in request for a 10% price increase on your current contract with Blauer and Safariland/Bianchi items due to the increase in costs over the last couple of months from the manufacturers. There have been companywide price increases due to tariff pressures with various vendors.

We truly appreciate your continued trust and partnership. If you have any questions, please don't hesitate to reach out to me.

Chris L. Boyd
Vice President

CMS Uniforms & Equipment, Inc.
1031 Murfreesboro Pike
Nashville, TN 37217

Blauer

Dear Valued Distributor,

Effective January 1, 2026 prices on the majority of items in Blauer's product line will increase by 5%. This increase, in addition to the 5% general price increase on all Blauer items published on our August 1 price list, is necessary to cover basic labor and material cost increases as well as partially offset incremental duties that have been levied on goods imported from most countries since August of 2025.

Blauer remains committed to producing the highest quality and most innovative uniform products for the public safety community. We are monitoring the fluid tariff environment and evaluating options to minimize the impact on you, our valued distributor, and our mutual customers.

Sincerely,

The Blauer Team

ITEM REPORT

Board of Mayor and Aldermen

Date: March 3, 2026

Item #: 7.A.3.	Bid Amendment - Fire Department Uniforms Price Increase.		
Department:	Fire	**Presented By:**	Ronny Beasley
Item Attachments:	1. Fire Department Price Increase Letter		

Purpose:
This is a request to amend the bid prices for Fire Uniforms.

Background:
In August 2024, the Board awarded a bid for Fire Department Uniforms to CMS Uniforms & Equipment, Inc.

A letter was received from CMS regarding their increased costs to provide uniforms for the Fire Department. They are requesting a 10% increase to help offset the price increases from the manufacturers. If the board chooses not to approve the increase, then the city will have to rebid the Fire Department uniforms and there is no way to know what the new costs would be. We are not scheduled to bid Fire uniforms until next year.

Financial Summary:
The uniforms are budgeted items.

Staff Recommendation:
Staff recommends approval.

CMS UNIFORMS
Uniform Professionals
SERVING THOSE WHO SERVE OUR COMMUNITY
Experience the PROFESSIONAL difference!

January 28, 2026

La Vergne Fire Department,

This letter is in request for a 10% price increase on your current contract with Blauer items due to the increase in costs over the last couple of months from the manufacturers. There have been companywide price increases due to tariff pressures with various vendors.

We truly appreciate your continued trust and partnership. If you have any questions, please don't hesitate to reach out to me.

Chris L. Boyd
Vice President

CMS Uniforms & Equipment, Inc.
1031 Murfreesboro Pike
Nashville, TN 37217

Blauer

Dear Valued Distributor,

Effective January 1, 2026 prices on the majority of items in Blauer's product line will increase by 5%. This increase, in addition to the 5% general price increase on all Blauer items published on our August 1 price list, is necessary to cover basic labor and material cost increases as well as partially offset incremental duties that have been levied on goods imported from most countries since August of 2025.

Blauer remains committed to producing the highest quality and most innovative uniform products for the public safety community. We are monitoring the fluid tariff environment and evaluating options to minimize the impact on you, our valued distributor, and our mutual customers.

Sincerely,

The Blauer Team

ITEM REPORT

Board of Mayor and Aldermen

Date: March 3, 2026

Item #: 7.A.4.	Ratify Approval of OMNIA Contract Purchase - LaserFiche Document Management System Cloud Migration.		
Department:	Information Technology	**Presented By:**	Glenn Green
Item Attachments:	1. LaserFiche Cloud Migration Contract		

Purpose:
This agreement will move the city's Document Management system to a more secure and accessible cloud-hosted platform.

Background:
During the restoration of the city's document management system, it was recommended that it was in the city's best interest to move the document management system to a cloud-hosted environment. The cloud environment will provide better security, maintenance, and availability than the current on-premise system.

Financial Summary:
This is an emergency purchase using OMNIA Partners Contract pricing using Contract #01-158. The current budgeted amount for LaserFiche is $17,300.00. The remainder ($46,391.80) is not budgeted.

Staff Recommendation:
Staff recommends approval.

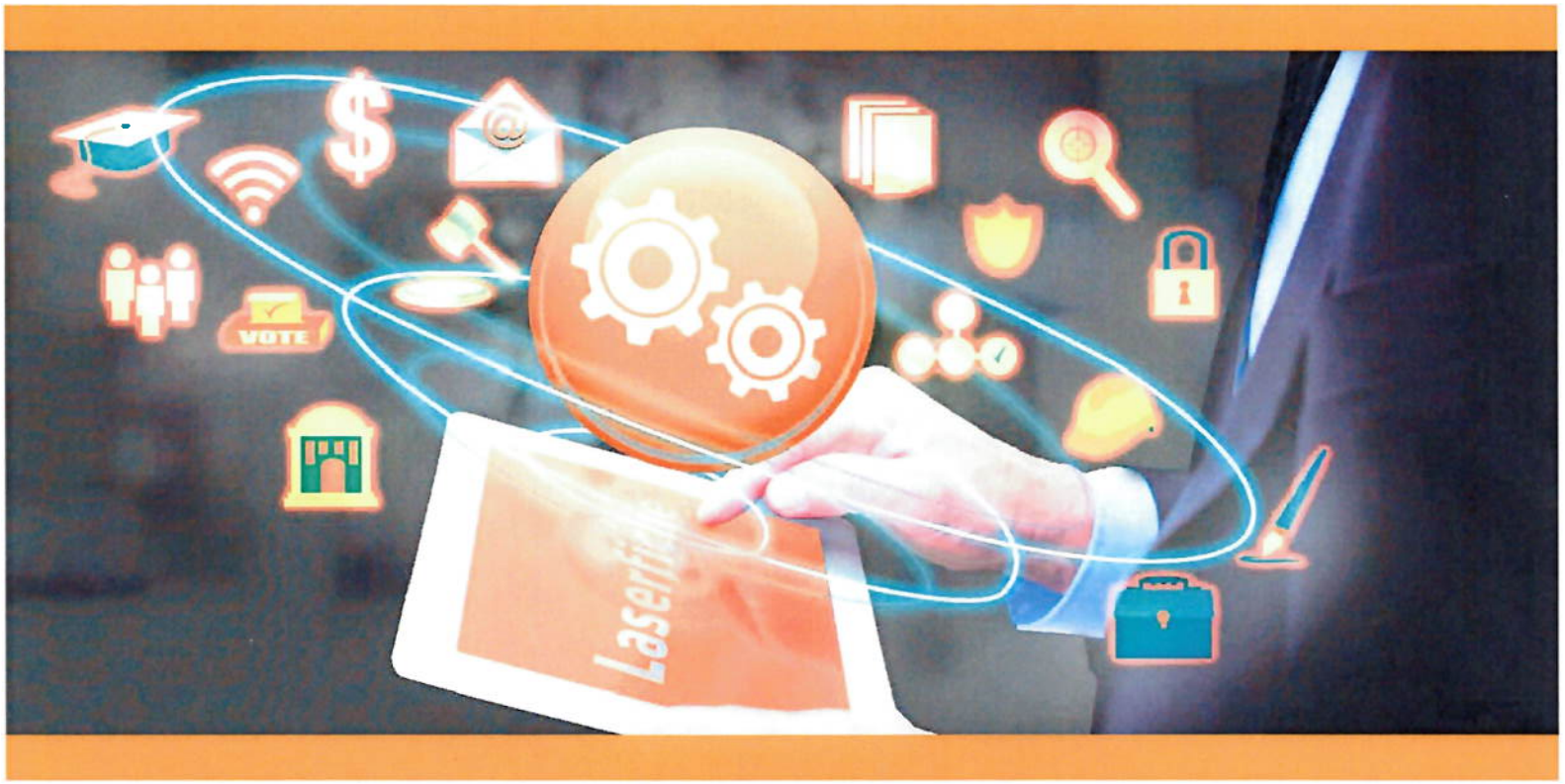
City of La Vergne

Rutherford County

Enterprise Content Management System – Laserfiche Cloud

January 28, 2026

Valid for 30 days



Brody Wallace
Senior Solutions Account Executive
615-308-9842
bwallace@icc-cds.com

Laserfiche
Premier Partner

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LASERFICHE CLOUD LICENSE OVERVIEW

The Laserfiche Cloud license introduces a straightforward software license that includes a wide variety of features to benefit all departments of the municipality. This package includes document management automation, a public portal to host public records and all training necessary to get started. All of this is hosted on Amazon Web Services, so no internal IT resources are required.

Laserfiche Cloud Business Tier Features:

Cloud Features	Business
100 GB storage per user	✓
Document Management	✓
Audit Trail	Advanced
Direct Share	✓
Data Encrypted at Rest	✓
Autoscaling of Computing & Storage Resour	✓
Intrusion Detection	✓
Automated Feature/Security Updates	✓
Automated Text Extraction	✓
Import Agent with Email Archiving	✓
Process Automation	✓
Connector	✓
Surveys	✓
Records Management	✓

Cloud Integrations	Business
Microsoft 365 Integration	✓
Integration with SharePoint	✓
Integration w/ Microsoft Dynamics 365 CRM	✓
Integration with DocuSign	✓
Integration with Salesforce CRM	+

Cloud Add-Ons	Business
SDK	✓
QuickAgent Fields Complete with Agent	10 (+)
Workflow Bots for Process Automation	1 (+)
Public Portal	Unlimited*
Forms Portal	Unlimited*
Document Summarization	15,000 per year (+)
Smart Fields	50,000 per year (+)
Smart Chat	15,000 per year (+)
Participant Users	+
Community Users	+
Smart Invoice Capture	+
Vault	+
Additional Storage	+
ScanConnect	+

-Not Available + Optional Add-On ✓Included

*As a cloud-based system, updates and new features are automatically pushed out, limited/no IT involvement.

Annual Software and Support

Laserfiche Cloud Business Tier includes all of the necessary components (e.g. Forms Portal, Records Management Module, Public Portal, etc.) that you will need to get started and furthermore, to expand the system in the future. On a monthly basis Laserfiche adds features and performance enhancements to an existing version of its software known as "updates." Licensee will receive all updates as released.

Additional Module Training

The Laserfiche Cloud license comes with the ability to create online Forms and Surveys, use Laserfiche Connector to manipulate data in 3rd party programs, use Quick Fields to capture batches of documents

to save time, and much more. Some of these modules are easy to learn in 1-2 hours while others may take 4-6 hours. We will work with you to determine the number of hours of training you would like and agree before proceeding with any training.

Automation Configuration with Laserfiche Process Automation Tools

Tools included with the Laserfiche Cloud include Workflow, Robotic Process Automation, online Forms, Records Management, and more. We work to understand your process and use the existing tool set to build automation suited specifically to your environment. All projects will be scoped out ahead of time and the hours/price agreed to before beginning any work.

Access to Online Support Resources

The Laserfiche Support Site contains detailed technical information to increase your product knowledgebase. The Laserfiche Cloud Help Files contain useful information to help you get started with your Laserfiche Cloud account. Laserfiche also has numerous help videos which walk you through the product to help you become more familiar and comfortable with all the different features. Additionally, Laserfiche Cloud Answers is an online forum that allows Laserfiche Cloud subscribers to collaborate on ideas and solutions.

Pricing/Services:

Product	Description	Qty	Model #	Unit Price	Total Price
***Cloud Users**	Full Users – Business Tier	50	CLENF3X	$1,022.55	$51,127.50
Storage	100 GB per user included (Overages will be $30 per 10 GB annually) Storage is pooled	-		-	-
SAP	ICC-CDS Support	1		$1,500.00	$1,500.00
***Laserfiche Participant Users**	Read-Only Users	30	CFPAR	$121.13	$3,633.90
***Additional Laserfiche Cloud Storage**	Additional storage (1 TB)	10	CLSAL	$305.24	$3,052.40
Laserfiche Configuration & Training	Remote	1		$1,560.00	$1,560.00
Laserfiche Records Management Training	Remote	1		$1,560.00	$1,560.00
****Laserfiche Forms, Workflow Quick Fields Rework**	Remote	10		$225.00	$2,250.00
Legacy Data Migration	Legacy Data Migration to Cloud – Remote	1		$1,600.00	$1,600.00
Project Coordination	Remote	1		$500.00	$500.00
*****Legacy Laserfiche Trade-In Credit**	One-time Credit	1		-$3,092.00	-$3,092.00
Total					**$63,691.80**

Laserfiche SAAS Software priced at OMNIA/National Cooperative Purchasing Alliance (NCPA) levels: Contract #01-158.

****This project is capped at 10 hours. If hours go over ICC-CDS will send the City a Change Order with additional hours. Acceptance testing needs to be completed 30 days after implementation.***

*****One-time credit is based upon unused Laserfiche Support and estimated.***

Anticipated annual SAAS fees after the included 1st year for the above configuration would be $59,313.80
Note: This estimate is subject to change based upon the then-current support prices for that year. Plan for a 5% YOY cost increase to all Laserfiche SAAS models.

Laserfiche legacy system data migration to Laserfiche Cloud includes the following at a minimum: Project Kickoff Meeting; Server Pre-Check; Confirm no Laserfiche Forms/Workflows need to be reconfigured or redone; Document Current User/Group lists and permissions need to be mapped and uploaded to new Laserfiche Cloud repository; Submit documentation and log files to Laserfiche for build out of Laserfiche Cloud repository; Coordinate/Schedule Training; Build/Activate Cloud Demo Site; Run On-Prem to Cloud Migration; Post-Migration check and customer follow-up; Base project management. Note that this does not include machine time.

If upgrading from Laserfiche Self-Hosted to Laserfiche Cloud, please check the size of your current on-premises repository in order to make sure that you have enough storage capacity when moving to Laserfiche Cloud. Each

Laserfiche Cloud user account is allocated 100 GB of pooled storge space. For a base 5 user Laserfiche Cloud system there would be 500 GB of storage space available. To check the size of your repository, log onto your current Laserfiche repository as an Administrator and locate the name of your repository (in the left-hand pane of the Laserfiche folder browser). Right click repository name and select properties. From the Folder Properties window click the Folder tab. The Image Count should display size in GB. Keep in mind that additional storage can always be purchased. Please contact the Laserfiche Help Desk if you have any questions about your current repository size at: LFSupport@icc-cds.com

Adjustments to Performance Schedule; Delays:

Adjustments to Schedule: Upon the mutual consent of the Municipality and ICC Community Development, the "Performance Schedule" may be changed or extended as provided under "Delays" below.

Delays: Client must notify ICC Community Development, in writing, immediately upon learning or otherwise becoming aware, of any difficulties that may delay the delivery of services or deliverables within each step of the Implementation timeline. Such notification must identify the reason for the delay, as well as the anticipated period of delay. Any delay on the part of the customer that extends 10 working days beyond the target date for completion of any step will result in a project restart and additional charges will be identified as part of a change order provided to the customer. This clause shall not apply in case of force majeure.

THORIZATI N & AGREEMENT

The **City of La Vergne, Ruth rford County, Tennessee** hereby agrees to the procedures outlined within Appendix C.

Electronic Document Management Project **$63,691.80**

Estimated Annual support fee second year forward (SAAS): $59,313.80

***Note:** Prices subject to change. Plan for a 5% YOY cost increase to all Laserfiche SAAS models.*

If/when the client wishes to implement the additional modules included with their licenses, there may be additional development, configuration and training time required. These additional service fees would not apply until you are ready and agree to implement additional components.

SOFTWARE ORDER, PAYMENT AND PERFORMANCE SCHEDULE

$56,221.80 of the project price shall be invoiced upon customer site activation
$2,060.00 - of the Configuration, Training & Coordination services shall be invoiced as they are completed
$1,560.00 – of the Records Management Training services shall be invoiced as they are completed
$1,600.00 – of the Data Migration services shall be invoiced as they are completed
$2,250.00 – of the Forms/Workflow Rework services shall be invoiced as they are completed

(Client please fill out) **Invoice for this Project to be sent to:**
Department: _____ **Contact Name:** _____

CITY OF LA VERGNE, RUTHERFORD COUNTY, TENNESSEE

By: Jason Mc In the Presence of: Glenn Greathouse

Ti : Mayor Title: I.T. Director

Date: 2-13-2026 Date: 2-13-2026

ICC-CDS, LLC

By: [signature] In the Presence of: Suzanne Owens

Title: General Manager Title: Customer Advocacy

Date: February 17, 2026 Date: February 17, 2026

To authorize the project:

1. ***Sign the Proposal and return to your Solutions Account Executive***
2. ***Fax or email the Authorization & Agreement Section only to: ICCCDS@icc-cds.com • fax (585) 328-8189***
3. ***Mail the signed Proposal to ICC-CD at: 781 Elmgrove Road • Rochester, NY 14624***

APPENDIX A – INSTALLATION, TRAINING AND SUPPORT

Pre-Installation Teleconference and Technical Review

If applicable, prior to the installation and training, one of ICC-CD's technicians will work with your technical staff or consultant to review the hardware and other technical requirements and ensure that all hardware is ready for the installation. We will also work with your designated contact person to establish the agenda.

Customized Training

If applicable ICC-CD provides practical training sessions to ensure that your users keep pace with "best practices" and that your Laserfiche system continues to provide your organization with the maximum efficiencies possible. Whether you are a new Laserfiche user or an existing user seeking refresher training, we pride ourselves on maintaining a team of trainers who can relate to users at any level of expertise.

Our standard Laserfiche user training covers the basic functions of the program and provides you with the necessary skills to put the system into immediate use. Based on the file organization and file naming structures that were determined by your organization, the training covers input, search and manipulation features using your documents to address file-organization and file-naming structures

Administrator Training covers the system administrative functions and typically takes place throughout the sessions, as appropriate.

TECHNICAL SUPPORT-SAP

Technical Support covers all questions that might arise with your Laserfiche system should a technical issue arise. Technical Support covers the installation of software patches and minor upgrades on desktop clients, as appropriate.

The first line of technical support is via telephone, using our toll-free number (855-436-5500) or via e-mail at lfsupport@icc-cds.com With Basic SAP service, technical support requests not immediately addressed will be acknowledged within 8 business hours, with the majority of response times within 2 hours. ICC-CD's support technician will discuss the issue with you. If there are more detailed diagnostics needed, the technician will log into your system remotely, using the Internet. In this way, the technician can see what the user is seeing, do diagnostics, and generally remedy the situation remotely during this initial contact. In situations that require additional research or work by the technician, we will let you know what still needs to be done, along with a timeframe for getting back to you. You will also receive a Case number for future reference. By providing remote diagnostics and remediation to our clients, we can provide you with quick resolution of your issues to keep you up and running.

GSAP – GENERAL SOLUTION ASSURANCE PROGRAM (IF APPLICABLE)

In addition to Laserfiche implementation and support services, ICC-CD offers GSAP-level support (General Solution Assurance Program) tailored to business process automation using Laserfiche Workflows and Forms developed by ICC-CD.
GSAP provides assistance beyond the scope of the Laserfiche Software Assurance Program (LSAP), which is limited to:

- Break-fix support
- New software version releases (if applicable)

In contrast, GSAP support includes:

- Modifications to custom Laserfiche Workflows & Laserfiche Forms **developed by ICC-CD**
- Support for non-break-fix issues in relation to a specific project
- Ongoing support for projects where custom automation is deployed
  This can include:
  - Updates to workflow steps or participants
  - Edits to Laserfiche Form fields
  - Changes in Laserfiche Form data collection
  - Adjustments due to software upgrades
  - Changes required due to state mandates or internal policy updates

Note: GSAP does not cover additions outside the original scope or new automation features.

SOFTWARE PATCHES AND UPGRADES:

In addition to receiving technical support, customers with a current LSAP/SAAS contract will receive **critical program updates within the current version of Laserfiche.** This is extremely important because Laserfiche is continuously improved to be even more powerful and efficient. You will receive routine system updates released by the manufacturer automatically.

Services covered under Support:

- Remote troubleshooting and repair to the best of our ability of any errors generated by Laserfiche
- Remote troubleshooting and repair to the best of our ability any Laserfiche functionality that is not working
- Respond to request calls within 8 business hours, if not immediately
- Provide technical support between the hours of 8:00 AM - 5:00 PM
- User group meetings
- Access to Laserfiche's knowledgebase
- Access to webinars

Services not covered under Support:

- Training - New user or refresher training - either on-site or remote
- Support or troubleshooting of third-party software

- Faults or problems caused by unauthorized access to configuration information or changes to components by the user or a third party.
- Installation, Migration, Upgrading of software related to major software releases
- Problems or faults caused by use of the product outside its normal operating conditions.
- On-site technical support, unless it is specifically included as part of the selected Agreement or funded by the Customer on a per-day basis as part of a signed Change Order.
- On-site consulting or training, unless it is specifically included as part of the selected Agreement or funded by the Customer on a per-day basis as part of a signed Change Order.

Customer's Obligation:

- To have Internet access on the Laserfiche server and all workstations where the Laserfiche client is installed and be willing to allow our Support Technicians remote access to the Customer's Laserfiche system via GoToAssist or other acceptable remote access tool.
- To designate an IT contact and to provide the name, phone number and e-mail address on the registration form.
- To describe technical issues completely in order to provide ICC-CD's Support Technician sufficient information to be able to diagnose and reproduce the problem, including any identified error codes.

APPENDIX B – LASERFICHE CLOUD MIGRATION CONSIDERATIONS

Note: This is for a client upgrading from a Laserfiche on-premises system to a Laserfiche Cloud system

Laserfiche Cloud Migration Considerations - Migrating Data From A Self-Hosted Laserfiche Repository Into Laserfiche Cloud

Disclaimer: In the event that installation of the migration utility on the customer's server is not feasible, the customer hereby authorizes us to securely transfer and migrate their data to our server, and the customer agrees to promptly provide us with the necessary data for successful migration.

The Repository Export Client is a batch upload tool that processes and uploads data from a self-hosted Laserfiche repository to a Laserfiche Cloud repository as part of a multi-phase process. Please review the below requirements for information on the Repository Export Client.

System requirements for the Repository Export Client:

Windows Server 2012 R2 and later, Windows 10 and later, 64-bit Windows operating system
Microsoft .NET Framework 4.8 or later
Microsoft Visual C++ Redistributable for Visual Studio 2019 (x64)
Laserfiche Server 8.2 or later
1 Laserfiche repository
2 GB of RAM.
Note: The Repository Export Client must be run on the machine hosting Laserfiche Server.

Supported source database engines:

Microsoft SQL Server 2012 (Service Pack 2) or later
Microsoft SQL Server 2014
Microsoft SQL Server 2016
Microsoft SQL Server 2019
Note: The Repository Export Client does not support repositories hosted in Oracle Database.

APPENDIX C – TERMS AND CONDITIONS

Terms and Conditions start on the following page.

TERMS AND CONDITIONS

ICC COMMUNITY DEVELOPMENT SOLUTIONS, LLC.

These Terms and Conditions, together with ICC Community Development Solutions, LLC's Proposal (the "Proposal") constitute a legal agreement between the Client/Licensee, City of La Vergne, Tennessee ("Client") and ICC Community Development Solutions, LLC ("ICC Community Development Solutions")

1. Definitions.

For purposes of these Terms and Conditions, the terms below shall have the meanings defined below. Additional terms are defined throughout these Terms and Conditions.

A. "Client Content" means any data, information, files, images, text or other content that may be provided by Client or its authorized users for use in conjunction with the Software or Services.
B. "Services" means the services provided by ICC Community Development Solutions or its vendors pursuant to this agreement.
C. "Software" means the software product or products delivered to Client pursuant to this agreement.

2. Responsibility of ICC Community Development Solutions.

ICC Community Development Solutions shall be responsible for the performance of the services provided for in this agreement in accordance with the "Performance Schedule." ICC Community Development Solutions shall be responsible for the correctness and accuracy of its work, based upon the material and information supplied by the Client. Regardless of the Client's acceptance of completed materials when delivered, ICC Community Development Solutions shall correct errors found either by the Client or ICC Community Development Solutions. See "Warranties; Limitations" for ICC Community Development Solutions' liability for all services.

3. Responsibility of Client.

The Client shall be responsible for the correctness and accuracy of the information it supplies to ICC Community Development Solutions, for providing ICC Community Development Solutions with timely decisions and answers to questions raised by ICC Community Development Solutions, for inclusion of sufficient funds in the budget to pay ICC Community Development Solutions for services, and for the prompt payment of invoices. Client is responsible for maintaining its user desktops and providing users network access to the Software. Client is also responsible for ensuring that its users comply with these Terms and Conditions with respect to use of the Software and Services. Client shall provide connectivity and security to the Internet for its location(s) for purposes of providing adequate access to Software hosted at the Hosting Site. ICC Community Development Solutions shall not be responsible for the reliability or continued availability of the communications lines, or the corresponding security configurations, used by Client in accessing the Internet to access the Software. Client shall provide adequate industry "best practice" standards to ensure reasonable security for integration between applications at the Client site and Software. Client shall provide accurate input information in the manner reasonably prescribed by ICC Community Development Solutions in connection with the Software and Services provided under these Terms and Conditions. Client shall advise ICC Community Development Solutions of any changes to Client's operations, Primary Contact, or other information that would require a change in the support, operation, or configuration of the hosted Software. Client shall be responsible for establishing any merchant accounts necessary for credit card transactions, if applicable. Client shall be responsible for ensuring that any Client Content is accurate, not corrupt in any way, and does not contain any viruses. The Software or Services may contain links to other Internet sites owned by third parties. Client's use of each of those sites is subject to the conditions, if any, that each of those sites have posted. ICC Community Development Solutions

has no control over those sites, and ICC Community Development Solutions and its suppliers are not responsible for any use of such sites or content on them.

4. Protection of Confidential Information.

During the time this agreement is in effect, both the Client and ICC Community Development Solutions may have access to or receive information that is of a confidential nature. This information may include data relating to client information, products, product development, designs, processes, systems, computer software, computer hardware, methods of production, costs, pricing, finances, sales or marketing plans, customers, business partners, vendors, vendor prospects, employees and municipal records and data. All such information, including any materials embodying such information, whether disclosed orally or otherwise and whether or not marked" Confidential" or "Proprietary," will be considered by officials of the Client and by ICC Community Development Solutions and ICC Community Development Solutions' employees as proprietary and confidential. Both the Client and ICC Community Development Solutions will use reasonable efforts to protect the confidentiality of the other's Confidential Information but in no case less than the same efforts as it uses to protect its own confidential information, and will not use any Confidential Information of the other for any purpose other than fulfilling its obligations under this agreement unless otherwise required by law.

5. Adjustments to Performance Schedule; Delays.

A. Adjustments to Schedule. Upon the mutual consent of the Client and ICC Community Development Solutions, the "Performance Schedule" may be changed or extended as provided under "Changes" below.

B. Delays. Client must notify ICC Community Development Solutions, in writing, within two (2) business days upon learning or otherwise becoming aware, of any difficulties that may delay the delivery of services or deliverables. Such notification must identify the reason for the delay, as well as the anticipated period of delay. ICC Community Development Solutions may require a payment of 50% of the balance due under the contract for any delay on Client's part.

C. Unauthorized Delays. In the event of any unauthorized delay on the part of the Client, ICC Community Development Solutions may impose delay charges upon providing notice thereof to the Client. An "unauthorized delay" shall mean any delay not authorized by both ICC Community Development Solutions and the Client.

6. Variations from Standard Methods or Procedures.

Variations from ICC Community Development Solutions' standard methods and procedures must be requested by the Client, in writing, specifying the exact nature of the desired variations. ICC Community Development Solutions will accommodate such variations wherever possible, with any additional charges for such variations, as determined by ICC Community Development Solutions and approved by the Client, to be paid by the Client.

7. Additional Products and Services.

As part of this Agreement, the Client may choose to purchase additional products or services offered by ICC Community Development Solutions, including but not limited to codification services, consulting, document management software, agenda management software, building, planning and zoning software, scanning services and electronic forms. Purchase of additional services may be subject to "Changes" below, or may require a new Agreement, dependent upon the type of product or service purchased.

8. Payment Terms.

A. All invoices will be processed in accordance with the Payment Schedule set forth in the Proposal. However, the Client may choose to pay in advance of Payment Schedule for products and services provided in this agreement, if so desired. In such a case, ICC Community Development Solutions

shall hold the funds on account and draw from them in accordance with the Payment Schedule until the Contract is completed, or for up to 12 months, whichever is later. If any funds remain on account after 12 months, or end of Contract, ICC Community Development Solutions will contact the Client regarding disposition of said funds.

B. Unless otherwise specified in the Payment Schedule, all payments shall be made within 30 days of receipt of the invoice/voucher. The Client shall not discount nor withhold any portion of the amount for any reason. ICC Community Development Solutions reserves the right to issue progress billings for services that span several months.

C. Late payments will be charged interest at the rate of 1.5% for each month or part thereof that such payment is in arrears. For Laserfiche® licensees, should late payment cause the Laserfiche Software Assurance Program (LSAP) to lapse, ICC Community Development Solutions reserves the right to charge, in addition to the original LSAP fee, a reinstatement fee that is equal to 10% of the annual LSAP fee times the number of months the payment was in arrears.

9. Software.

A. Any Software being delivered pursuant to this agreement is being licensed to the Client pursuant to the applicable license agreement or agreements between the respective publishers of the software and the Client, attached hereto and made part hereof. The Client agrees that all terms, conditions and limitations set forth in such license agreement(s) shall apply to this agreement as it relates to the Software.

B. If as part of this agreement, the Client purchases the Laserfiche SDK, the SDK Confidentiality and Software License Agreement will need to be fully executed by the Client and Compulink Management Center, Inc., before the Integrator Toolkit can be provided to the Client. If it cannot be fully executed, the SDK shall be severable from the project as set forth in this proposal without affecting the validity of the remainder of the agreement.

C. If this agreement relates to hosted Services, ICC Community Development Solutions will make the Software available for Client's use during the term of this agreement on Client's computer systems that meet the ICC Community Development Solutions System Recommendations for the Software, as specified in ICC Community Development Solutions' proposal. ICC Community Development Solutions will provide Client with access to the latest ICC Community Development Solutions supported version of the Software via the Internet from a third-party hosting vendor.

D. Any ICC Community Development Solutions Software delivered to Client pursuant to this Agreement and any Software to be developed by ICC Community Development Solutions pursuant to this Agreement remains the property of ICC Community Development Solutions. ICC Community Development Solutions hereby grants Client a non-exclusive, non-transferable, non-sublicensable, non-assignable, royalty- free right and license to use the Software solely as an integrated part of the solutions provided by ICC Community Development Solutions pursuant to this Agreement. The Software is copyrighted and proprietary in nature, and is being licensed, not sold to Client. Client shall respect such proprietary rights and shall not use the Software except as permitted by this Agreement and shall not decompile, disassemble or reverse engineer the Software, and shall not reproduce, print, sublicense, duplicate, sell, distribute, rent, or disclose or otherwise make the Software available to any third party, in whole or in part, in whatever form. Client shall hold the Software in confidence, using the same precautions and degree of care it uses to protect its own confidential information, but in no case less than due care. Client agrees that it shall not assign or transfer the Software or any right or license granted herein with respect to the Software. ICC Community Development Solutions shall have the right to terminate all rights and licenses granted to Client with respect to the Software immediately upon notice to Client if Client breaches this Section. In the event of such termination, all rights of Client with respect to the Software shall terminate and automatically revert to ICC Community Development Solutions and Client shall forthwith discontinue all use of the Software, delete the Software from Client's computers, and return to ICC Community Development Solutions all copies of the Software and

all related materials in Client's possession or control. **ALL SOFTWARE IS PROVIDED "AS IS" AND "WITH ALL FAULTS" AND ICC COMMUNITY DEVELOPMENT SOLUTIONS HEREBY SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY. ICC COMMUNITY DEVELOPMENT SOLUTIONS SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE BY CLIENT, OF LACK OF VIRUSES, OF ACCURACY OR LACK OF WORKMANLIKE EFFORT, ALL WITH REGARD TO THE SOFTWARE. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT.**

10. Computer Hardware.

Any computer hardware being delivered in accordance with this agreement is being delivered with the manufacturer's warranty. The manufacturer's warranty is in lieu of all other warranties, express or implied, and ICC Community Development Solutions shall have no obligation or liability under "Warranties; Limitations" or otherwise with respect to hardware.

11. Document Scanning Services.

If applicable, the following provisions shall apply to document scanning services to be provided by ICC Community Development Solutions or its designated subcontractor:

A. The Client shall be responsible for ensuring that each records storage box slated for conversion is marked with the main category describing its contents and that each file within each box is labeled with a description of its contents.
B. ICC Community Development Solutions or its designated subcontractor shall use reasonable care in the handling of your documents.
C. Upon return of the documents, the Client shall promptly inspect the documents to determine whether all documents have been returned. Unless the Client informs ICC Community Development Solutions of a discrepancy within 10 days, all claims with respect to completeness or condition of the documents shall be waived.

12. Delivery of Completed Materials.

ICC Community Development Solutions will deliver completed materials via USPS, UPS, motor freight, airfreight, FTP or whichever method offers the most efficient delivery at the time. Delivery, handling, packaging, insurance and/or shipping charges will be prepaid by ICC Community Development Solutions and added to the invoice/voucher for services to be paid by the Client.

13. Support.

A. If this agreement includes support, ICC Community Development Solutions will provide online, telephone and e-mail support to Client as follows: ICC Community Development Solutions Product Support is available 9:00 a.m. to 5:00 p.m. U.S. Eastern Time, Monday through Friday, excluding holidays. Support is not available after 3 p.m. U.S. Eastern Time the day before Thanksgiving, Christmas Eve, and New Year's Eve.
B. If this agreement includes support, ICC Community Development Solutions will remotely install minor releases of the Software which are generally made available to its other subscribers, including patches and/or fixes, as they are made available at no charge during the term of this agreement. Major releases and upgrades of the Software will be available at no charge for the software, but additional service charges may apply.

14. Intellectual Property Rights.
All Software and Services are proprietary products and services and that all right, title and interest in and to the Software and Services, including all associated intellectual property rights, are and shall at all times remain with ICC Community Development Solutions and/or its third-party vendors. The Software contains trade secret and proprietary information owned by ICC Community Development Solutions or its third-party vendors and is protected by United States copyright laws and international trade provisions. Client must treat the Software like any other copyrighted material and Client may not copy or distribute the Software, electronically or otherwise, for any purpose. Client hereby grants to ICC Community Development Solutions a nonexclusive right to use all Client Content as necessary solely for the purposes of providing the Software and Services to Client and its authorized users pursuant to these Terms and Conditions.

15. Other Restrictions.
Client may not, directly or indirectly, sublicense, assign, transfer, sell, rent, lend, lease or otherwise provide the Software, Services (or any portion thereof, including without limitation any capacity), or any portions thereof, to any third party, and any attempt to do so is null and void. Client may not reverse engineer, disassemble, decompile or make any attempt to ascertain, derive or obtain the source code for the Software. Software and Client Content shall not be used for any commercial purpose beyond the functionality driven by the Software. Client will not use the Software or Services to take any actions that (i) infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;
(ii) violate any applicable law, statute, ordinance or regulation (including those regarding export control); (iii) are defamatory, trade libelous, threatening, harassing, or obscene; or (iv) constitute unauthorized entry to any machine accessible via the network. Client shall not interfere with or disrupt network users, services or equipment and will comply with the usage policies of ICC Community Development Solutions' suppliers.

16. Term and Termination.
A. Unless otherwise specific in the Proposal, the initial term of this agreement, unless sooner terminated as hereafter provided, shall be for one year, commencing on the date hereof, and will then be automatically extended for additional successive one-year periods unless either party notifies the other in writing not less than 90 days prior to the end of the initial term or any extension period that this agreement will not be extended. Services and support provided during any extension period will be provided at ICC Community Development Solutions' then-current price all subject to Client's lawful appropriation of funding.
B. If this agreement relates to Hosted eForms, this Section 17B will apply instead of Section 17A. In such event, unless otherwise provided in the Proposal, the initial term of this agreement, unless sooner terminated as hereafter provided, shall be for one month, commencing on the date hereof, and will then be automatically extended for additional successive one-month periods unless either party notifies the other in writing not less than 30 days prior to the end of the initial term or any extension period that this agreement will not be extended. Services and support provided during any extension period will be provided at ICC Community Development Solutions' then-current price.
C. Either party shall have the right to terminate this agreement with immediate effect if the other party fails to cure to such party's reasonable satisfaction any material breach or violation of this agreement within 60 days after such party has given the other written notice thereof.
D. Upon termination, all work prepared by ICC Community Development Solutions shall, at the option of the Client, become its property, and ICC Community Development Solutions shall be entitled to receive just and equitable compensation for all services performed.
E. Section 4, 9, 10 and 14 through 31 shall survive any expiration or termination of this agreement.

17. Warranties; Limitations.

A. ICC Community Development Solutions warrants that the services provided hereunder will be performed by qualified personnel in a good and workmanlike manner and that any deliverables will be free of material defects. ICC Community Development Solutions' liability and the *Client's exclusive remedy for failure of any service or deliverable to meet this warranty shall be limited to* reperformance, at ICC Community Development Solutions' cost, of such service or deliverable. ICC Community Development Solutions' warranty does not extend to failures arising out of (i) incorrect or insufficient data, specifications or instructions provided by the Client or (ii) work or services performed by others.

B. ICC COMMUNITY DEVELOPMENT SOLUTIONS DOES NOT WARRANT THAT SOFTWARE WILL BE ERROR FREE OR WILL OPERATE UNINTERRUPTED. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED OR STATUTORY. IMPLIED WARRANTIES OF FITNESS AND MERCHANTABILITY SHALL NOT APPLY. ICC COMMUNITY DEVELOPMENT SOLUTIONS'S WARRANTY OBLIGATIONS AND THE CLIENT'S REMEDIES HEREUNDER ARE SOLELY AND EXCLUSIVELY AS STATED HEREIN.

C. The limitations and protections against liability afforded ICC Community Development Solutions herein shall apply to any action or claim in connection with the services, whether based on contract, tort, statute or otherwise (including negligence, warranty and strict liability). The cumulative liability of ICC Community Development Solutions for all obligations, warranties and guaranties, whether express or implied, with respect to services performed hereunder shall be limited to the amount paid to ICC Community Development Solutions pursuant to this agreement. ICC Community Development Solutions shall not be liable to the Client or any other person or entity for lost profits, lost data, indirect, special, incidental, punitive or consequential damages arising from the performance or nonperformance of services or the use or inability to use any software or product, irrespective of whether the claims or actions for such damages are based upon contract, tort, negligence, strict liability, warranty or otherwise.

D. No action may be maintained or proceeding commenced by the Client or others against ICC Community Development Solutions with respect to services unless such action or proceeding is commenced within one year after completion by ICC Community Development Solutions of the particular services to which such action or proceeding relates.

18. Responsibility of Client's Counsel.

In conjunction with the services rendered by ICC Community Development Solutions and the work of the Client and ICC Community Development Solutions, any and all questions requiring legal advice or opinion, analysis of legislation for legal sufficiency, interpretation of cases or statute, etc., shall be directed by the Client and ICC Community Development Solutions to the Client's counsel. At the request of the Client or its counsel, ICC Community Development Solutions shall make available to the Client's counsel information in its possession relating to legal issues or opinions obtained during its work with other clients, as well as sample copies of legislation as requested by the Client.

19. Client Primary Contact.

Client shall identify, and name, an appropriate individual, with corresponding contact information, including electronic mail address, as the "Primary Contact" with whom ICC Community Development Solutions should communicate matters regarding the Software and Services, such as maintenance notifications, and who has the authority to make Services requests including release of Client data, both internally to ICC Community Development Solutions and to the Client, restoration of data, and

other configuration changes.

20. System Monitoring.
ICC Community Development Solutions will not systematically monitor Client Content, but ICC Community Development Solutions reserves the right to review Client Content from time to time at its discretion. ICC Community Development Solutions reserves the right to (a) disable access to or delete any Client Content which it determines in its sole discretion (such discretion to be exercised in good faith) to be illegal, obscene, threatening, defamatory, fraudulent, infringing, harassing, or otherwise offensive, and (b) disable access to or delete any other Client Content under justified exigent circumstances, as such circumstances are determined in good faith by ICC Community Development Solutions. ICC Community Development Solutions also reserves the right to monitor, the use of the Software if Client is using excessive computing resources which are impacting the performance of the Software for other subscribers.

21. Changes.
The Client may at any time request changes in the scope of this agreement. Moreover, ICC Community Development Solutions may suggest changes. Where changes are agreed to by the parties, ICC Community Development Solutions shall issue a Change Order for the Client's review and signature describing the changes as well as the adjustments in schedule and fees occasioned by the changes in scope. ICC Community Development Solutions shall not be required to implement any change until the Client has signed and returned the Change Order.

22. Notices.
All notices and other communications which are required or permitted to be given pursuant to this agreement shall be in writing and shall be delivered either personally, by facsimile, by reputable overnight courier or by registered or certified mail and shall be deemed effectively received (i) if delivered in person, on the date of such delivery, (ii) if transmitted by facsimile, on the date indicated on the sender's receipt of confirmation,

(iii) if delivered by overnight courier, on the next business day following deposit thereof with such overnight courier, or (iv) if sent by mail, upon the third business day following the deposit thereof, postage prepaid.

23. Force Majeure.
If any performance by any party shall be prevented, hindered or delayed by reason of any cause beyond the reasonable control of such party (such event being hereafter called an "event"), including, without limitation, acts of God, riots, fires, floods, unusually severe weather, curtailment or termination of sources or supplies of energy or power, inability to obtain or delay in obtaining materials or supplies, strikes or other disputes involving such party or its subcontractors or suppliers, acts of war, insurrection, civil unrest, terrorism, elevated risk of terrorism, riot or disorder, acts of governmental authorities, changes in law or regulation, or any other cause beyond the reasonable control of such party, whether similar or dissimilar to those expressed hereinabove, such party shall be excused from performance to the extent that its performance is so prevented, hindered or delayed. Such excuse from performance shall extend so long as the event continues to prevent, hinder or delay the performance by such party. The party whose performance is affected shall give the other parties notice within 15 days of the event specifying the event, the performance affected and the anticipated date, if any, performance can be made.

24. Disclaimer of Association.
This agreement shall not be construed as creating a partnership, joint venture, agency or any other association that would impose upon one party liability for the acts or omission of the other, and neither

party shall have the right to bind the other.

25. No Waiver.
Any failure by either party hereto to enforce at any time any term or condition shall not be considered a waiver of that party's right thereafter to enforce each and every term and condition.

26. Severability of Provisions.
If any part of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, that part shall be severed from this Agreement and shall be deemed to have never been a part of this Agreement and shall not affect the validity of the remainder of this Agreement.

27. Entire Agreement.
This agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter.

28. Dispute Resolution.
The parties mutually agree to seek non- binding mediation as the preferred alternative of dispute resolution in the event of any disagreement over the terms of this agreement.

29. Governing Law; Jurisdiction.
This agreement is governed by the laws of Tennessee without regard to its conflict of laws doctrine. Each party consents to the exclusive jurisdiction of the courts having jurisdiction in Rutherford County, State of Tennessee with respect to any disputes arising out of this agreement. In any action or proceeding arising out of this agreement

30. Counterparts; Signatures.
This Agreement may be executed in any number of counterparts with the same effect as if all of the parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one agreement. Signatures delivered by facsimile or by electronic mail shall be deemed original signatures for all purposes of this Agreement.

ITEM REPORT

Board of Mayor and Aldermen

Date: March 3, 2026

Item #: 7.A.5.	State Contract Purchase - Microsoft Software Licensing Renewal.		
Department:	Information Technology	**Presented By:**	Glenn Green
Item Attachments:	1. Microsoft EA renewal quote City of La Vergne		

Purpose:
This is a request from the Information Technology Department to renew the Microsoft licensing contract for three years.

Background:
Every three years, we must renew our licensing agreement with Microsoft for licensing of our servers, office software, and online services. The pricing is from the Tennessee State Contract and this is a budgeted item where the costs are allocated across multiple departments.

Financial Summary:
The annual cost is $105,618.61. (Cost can fluctuate yearly related to adding/removing equipment and licenses based on city computing needs)

Staff Recommendation:
Staff recommends approval.

QUOTATION

Quote Number: **JPA02132026**

Quote Expires: **15-Mar-26**

Customer:	TN-L CITY OF LAVERGNE		Jonny Adams
Contact:	Glenn Green		Account Manager
Customer # :	99016876		Round Rock, TX 78682
Email:	ggreen1@lavergnetn.gov		P: 512-513-1348
Date of Issue:	13-Feb-26		Jonathan_Adams@Dell.com

PART #	Product Description	Qty	Unit Price	Ext. Price
AAA-11894	O365 G3 GCC Sub Per User	105	$253.00	$26,565.00
AAA-11924	O365 G3 FSA Renewal GCC Sub Per User	220	$215.00	$47,300.00
AAD-86546	M365 G3 Unified GCC SU O365 G3 Sub Per User	1	$143.00	$143.00
AAA-12428	ECAL Bridge O365 Platform Sub Per User	105	$40.75	$4,278.75
AAA-12436	ECAL Bridge O365 FSA Renewal Platform Sub Per User	220	$35.50	$7,810.00
KV3-00353	Win Enterprise Device ALng SA Platform	266	$52.00	$13,832.00
KV3-00356	Win Enterprise Device ALng Upgrade SA Platform	34	$52.50	$1,785.00
9EM-00270	Win Server Standard Core ALng SA 2L	112	$25.00	$2,800.00
NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	320	$0.00	$0.00
228-04433	SQL Server Standard ALng SA	2	$166.13	$332.26
359-00961	SQL CAL ALng SA User CAL	20	$38.63	$772.60
			SUBTOTAL QUOTE ANNUAL PRICE	**$105,618.61**

NOTES	This is a budgetary quote for City of La Vergne's EA 8330370.

Dell Customer Communication - Confidential

ITEM REPORT

Board of Mayor and Aldermen

Date: March 3, 2026

Item #: 7.B.	Approve Agreement with the Tennessee Department of Health.		
Department:	City Administrator	**Presented By:**	Bruce Richardson
Item Attachments:	1. Agreement - TN Dept of Health		

Purpose:
This is to approve the annual contract between the City and the Tennessee Department of Health to support the Rutherford County Health Department.

Background:
Each year, the City enters into an agreement with the Tennessee Department of Health to provide $4,000 in funding to the Rutherford County Health Department. This is the agreement for Fiscal Year 2025-2026.

Financial Summary:
The total cost of the agreement is $4,000. These funds are allocated each year in the budget.

Staff Recommendation:
Staff recommends approval.

AGREEMENT

BETWEEN

TENNESSEE DEPARTMENT OF HEALTH

AND

CITY OF LA VERGNE

This agreement is entered into this first day of July, 2025, between the Tennessee Department of Health, hereinafter referred to as the STATE and the CITY OF LAVERGNE, hereinafter referred to as the CITY.

WHEREAS, it is the vision of the Tennessee Department of Health to be in the top ten states in the nation for health, and

WHEREAS, it is the mission of the Tennessee Department of Health to protect, promote, and improve the health and prosperity of the people in Tennessee through the prevention of conditions that may be a threat to health, individually and collectively, and through the treatment of conditions that have already affected the health of Tennesseans, and

WHEREAS, TCA 68-2-901, provides a means for a State and County effort to accomplish these mutual goals through the delivery of health services through the local health departments.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this agreement according to the provisions set out herein:

A. THE CITY AGREES:

1. To appropriate a total of $4,000 for support of the RUTHERFORD County Health Department. This amount consists of:
    a. $0 Direct-Local funds (for which the CITY shall not be billed); in accordance with Item 3 below.
    b. $4,000 of appropriation for which the CITY shall be billed in accordance with Item 3 below.
2. To use revenues generated from the provision of health services toward the support of the County Health Department

3. To pay the STATE biannually one half of the total county funds appropriated for the purposes of this contract as identified in Item 1 (b) above. Payments are to be received by the STATE no later than the last day of January for the first payment, and no later than the last day of April for the second payment (Jan. 31, and Apr. 30 respectively).
4. To report all local expenditures to the STATE quarterly.
5. To submit to the STATE a duly signed and executed county agreement.

B. THE STATE AGREES:

1. To provide a total of $4,769,000.00 in support of the RUTHERFORD County Health Department.
2. Upon written request, to provide a reporting of all expenditures and revenues.

C. BOTH PARTIES AGREE:

1. It is further agreed that the funds shall be used to pay salary, longevity, fringe benefits, travel, meals and/or lodging and other necessary expenses. The salary and travel, meals and/or lodging payments shall be paid in accordance with State regulations, policies and procedures, and subject to funding availability.
2. The term of this agreement will begin July 1, 2025, and shall extend through June 30, 2026.
3. This agreement may be amended in accordance with procedures established by the Commissioner of the Tennessee Department of Health. All amendments must be reduced to writing.

Approved:

_____	_____
County Health Director	Regional Public Health Director
_____	_____
Fiscal Officer of Local Appropriating Authority	Assistant Commissioner, Community Health Services
_____	
Commissioner, Department of Health	

ITEM REPORT

Board of Mayor and Aldermen

Date: March 3, 2026

Item #: 7.C.	Approve the Renewal of a License Agreement with Windstream KDL, LLC, to Construct, Maintain, Operate, and Use a Fiber Optic Telecommunications Network Within a Specified Portion of the City's Right-of-Way.		
Department:	Engineering	**Presented By:**	Kyle Brown
Item Attachments:	1. License Agreement - Windstream KDL - ROW		

Purpose:
This is a renewal of a license agreement that the city already had in place with Windstream.

Background:
The original agreement with Windstream started in 2017 for a small portion of the right-of-way that is on Stones River Road near the railroad crossing. The length of the agreement was for 5 years and the original agreement has expired. The City is requesting a 10-year proposed agreement. The proposed agreement is attached. A provision has been added for an annual adjustment based on the Consumer Price Index.

Financial Summary:
The proposed rate for the use of the City's right-of-way is $500 per year, which is the same amount that was in the previous agreement. With the new adjustment based on the Consumer Price Index, this cost will be adjusted each year.

Staff Recommendation:
Staff recommends approval.

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CITY OF LA VERGNE
LICENSE AGREEMENT FOR INSTALLATION AND MAINTENANCE IN ROW

This agreement (hereinafter, also, "Agreement") is entered into by and between CITY OF LA VERGNE, a Tennessee municipal corporation (hereinafter, also, "CITY"), and WINDSTREAM KDL, LLC, a limited liability corporation organized and existing under the laws of the state of Kentucky and qualified to do business in Tennessee, with an office at 4005 N. Rodney Parham Rd, Little Rock, AR 72212, and its successors and assigns (hereinafter, also, "UTILITY"). This Agreement will become effective upon its execution by the CITY ("Effective Date").

WHEREAS, UTILITY desires to construct, install and maintain fiber optic cable and required appurtenances thereof (hereinafter, also, "Fiber Optic Cable Facilities"), within a specified portion of CITY's right of way described in Exhibit 1 of this Agreement (hereinafter, also, the, "ROW").

NOW, THEREFORE, in consideration of the mutual promises made herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Subject to §14-401, et seq., of CITY's municipal code, which is incorporated herein by reference and made a part of this Agreement as if set forth, at length, *verbatim*, and with which UTILITY agrees to comply, CITY does hereby grant to UTILITY a nonexclusive revocable license to construct, install and maintain Fiber Optic Cable Facilities within the ROW for a term of ten (10) years, beginning upon CITY's execution of this Agreement.

2. UTILITY agrees that it shall design, install and maintain its Fiber Optic Cable Facilities in accordance with CITY's ordinances, regulations and rules, and all other applicable law, and that it shall likewise in every respect and at all times comply with CITY's ordinances, regulations and rules, and all other applicable law. In the event of a conflict between this Agreement and CITY's ordinances, regulations and rules, and all other applicable law, CITY's ordinances, regulations and rules, and all other applicable law shall control.

3. UTILITY agrees that CITY shall have the right to limit or revoke the Agreement and terminate this Agreement if CITY determines that doing so is reasonably necessary for the preservation or protection of the health, safety or welfare of the residents or guests of CITY or for the preservation or protection of CITY's property, utilities, or infrastructure.

4. If, at any time, CITY determines that any Fiber Optic Cable Facilities need to be relocated within, or removed from, the ROW for any reason, UTILITY shall relocate or remove the same as directed by written notice from CITY. All such costs of relocation or removal, including the cost of relocating any part of the Fiber Optic Cable Facilities shall be borne by UTILITY and not by CITY, except as CITY may subsequently agree. UTILITY shall complete the relocation or removal cooperatively and in the reasonable manner and time as CITY shall specify by written notice, or within such additional time as CITY may authorize. Upon the failure of UTILITY to relocate or remove the Fiber Optic Cable Facilities within the specified time, or such additional time as CITY may authorize, the Fiber Optic Cable Facilities shall be deemed to be abandoned by UTILITY, and UTILITY shall be liable to CITY for the costs of removing such facilities from the ROW. To the extent that UTILITY is required to remove Fiber Optic Cable Facilities from the ROW, UTILITY shall to that extent be relieved of any further obligation under this Agreement to compensate CITY for the use of the ROW. To the extent that UTILITY is allowed to relocate Fiber Optic Cable Facilities to another location within the ROW, UTILITY may elect either to remain under the terms of compensation specified in this Agreement, or UTILITY may choose to enter into a new agreement for the new location.

Sensitivity: Internal

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5. UTILITY shall be responsible for resolving any conflicts with structures, other utilities or appurtenances that are located in the ROW and shall notify the respective owner(s) of any conflicts and secure owner permission for any alterations.

6. UTILITY hereby agrees to indemnify CITY, and its officers, employees and agents, and hold them harmless to the maximum extent allowed under Tennessee law for any and all claims arising from this Agreement or the Agreement, including, without limitation, claims by third parties, and including attorneys' fees and all other costs of preparing for and defending against such claims. Without limiting the foregoing, UTILITY shall hold CITY and TDOT, and its officers, employees and agents, harmless for any personal injury or property damage, including interruption of service or loss of business, incurred by UTILITY, or its officers, employees or agents, arising from CITY's construction, reconstruction, operation or maintenance of its property, regardless of any negligence or fault of CITY. The indemnification and hold harmless provisions of this Agreement shall survive expiration or termination of this Agreement.

7. UTILITY may not assign or transfer its rights or obligations under this Agreement to another entity or person without first giving written notice to, and obtaining the consent of, CITY, which consent shall not be unreasonably withheld.

8. UTILITY shall at all times have and maintain, and shall provide CITY written proof of, liability insurance policies containing, at a minimum, the following insurance coverage:

a. Commercial general liability insurance.

b. Commercial automobile liability insurance for all vehicles owned or used by the UTILITY in any phase of the construction, installation, operation, maintenance or repair of its Fiber Optic Cable Facilities.

c. All such liability insurance policies shall provide liability coverage in the minimum amount of $1,000,000.

d. All such liability insurance policies shall name CITY as an additional insured for the purposes of fulfilling UTILITY's obligations under this Agreement, including without limitation, any and all obligations to indemnify and hold harmless CITY, and its officers, employees and agents.

9. CITY does not grant UTILITY any right, title or claim to any property of CITY and in granting the Agreement does not, in any way, assume the maintenance of Fiber Optic Cable Facilities.

10. UTILITY acknowledges that CITY is permitted to collect a fee that is reasonably related to the CITY's costs associated with owning, managing and maintaining public rights- of-way, and UTILITY agrees that the amount of $500 per year (the, "Annual Fee"), is fair, reasonable and reasonably related to its pro-rata share of CITY's overall costs associated with owning, managing and maintaining public rights-of-way. UTILITY agrees that it will pay CITY compensation for the Agreement in the amount of $500 per year, which shall be adjusted annually using the Consumer Price Index as described in the Agreement. The parties further agree that $500 per year is a reasonable estimate of these costs given that the actual costs are indeterminable or difficult to measure at the time of the parties' entry into this Agreement, and that it is the parties' mutual intent that this amount serve as a reasonable measurement of these costs until this Agreement expires or a new cost study is done, whichever occurs first. In the event a new cost study is done by CITY prior to the expiration of this Agreement, a new amount shall be reasonably recalculated in accordance with its findings. Upon written notice, the new amount shall be the basis for future payments by UTILITY, and the parties will reconcile the amounts already paid by UTILITY under this Agreement, such reconciliation to include a refund to UTILITY of excess payments or additional payment to CITY, if applicable, in accordance with the reconciliation. UTILITY specifically acknowledges that its obligation to compensate CITY for use of the ROW is an essential term of this Agreement.

Sensitivity: Internal

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11. Annual Adjustment Based on CPI: The Annual Fee payable under this Agreement shall be subject to an annual adjustment in accordance with the variations in the Consumer Price Index (CPI). Calculation: On each anniversary of the Effective Date of this Agreement, the Annual Fee shall be adjusted by an amount corresponding to the percentage increase or decrease in the CPI over the previous twelve (12) months. The adjusted fee shall be calculated as follows: Adjusted Annual Fee = Current Annual Fee x (Current CPI / Base CPI). "Current Annual Fee" means the annual fee payable immediately before the relevant anniversary. "Current CPI" means the CPI as of a month immediately preceding the relevant anniversary. "Base CPI" means the CPI as the month of the Effective Date of this Agreement.
Reference Source: The CPI referenced in this clause will be based on the official published figures by the US Bureau of Labor Statistics. In the event that the CPI ceases to be published, the Parties agree to adopt a substantially equivalent index.

12. CITY reserves the right, at any time, to perform work deemed necessary or appropriate by the CITY within the ROW, including, but not limited to, the right to lay, and to permit to be laid, sewer, gas, water, and other pipelines, and electric, telecommunications or other communications cables, wires, and conduits, and to do, and to permit to be done, any underground and overhead work that may be deemed necessary or proper by CITY in, across, along, over or under the ROW, and to change any curb or sidewalk or the grade of ROW. The City shall not be liable to UTILITY for any damages caused by CITY whatsoever provided, however, nothing herein shall relieve any other person or entity other than the CITY from liability for damage to UTILITY'S network. All work performed will be in accordance with the City's standard drawings and specifications and related requirements.

13. CITY may revoke the Agreement and/or terminate this Agreement at any time upon the breach of this Agreement by UTILITY.

14. The revocable license issued to UTILITY by this Agreement shall become void if UTILITY has not commenced construction and installation of its Fiber Optic Cable Facilities within sixty (60) days of CITY's execution of this Agreement.

15. UTILITY shall complete construction and installation of its Fiber Optic Cable Facilities within twelve (12) months of CITY's execution of this Agreement.

16. UTILITY shall replace or repair, to the satisfaction of CITY, any portion of the ROW, and any structure located in the ROW, damaged or disturbed by UTILITY. In the event such replacements or repairs are not satisfactory to CITY, CITY may make such replacements or repairs at the expense of UTILITY, and UTILITY agrees to reimburse CITY for the cost of the same, including, without limitation, the cost of labor and materials.

17. UTILITY shall remove its Fiber Optic Cable Facilities from the ROW within one hundred eighty (180) days of the expiration or termination of this Agreement. Upon the failure of UTILITY to relocate or remove the Fiber Optic Cable Facilities within the specified time, or such additional time as CITY may authorize, the Fiber Optic Cable Facilities shall be deemed to be abandoned by UTILITY, and UTILITY shall be liable to CITY for the costs of removing such facilities from the ROW.

18. UTILITY shall keep and maintain, and make available to CITY for inspection and copying at CITY's offices upon thirty (30) days' written notice, all books, records, contracts, accounts, documents and papers of UTILITY relating to its operation and construction in the ROW and UTILITY's compliance with this Agreement.

19. UTILITY shall obtain and maintain, at its sole cost and expenses, for the benefit of and filed with CITY, two (2) corporate surety bonds, which must be approved by CITY, each written with a surety company authorized to do business in the State of Tennessee and approved by CITY, in an amount to be

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determined by CITY. The first bond will guarantee the timely and safe construction and installation of the Fiber Optic Cable Facilities (the "Construction Bond"). The second bond will secure UTILITY's performance of its obligations and faithful adherence to all requirements of this Agreement (the "License Agreement Bond"). CITY reserves the right to reevaluate the bond amounts after the first year of the term of this Agreement and to adjust the bond requirements or bond amounts from time to time if deemed necessary or prudent by CITY, it being agreed and understood that the Construction Bond will remain in full force and effect until completion and acceptance of the construction and installation of the Fiber Optic Cable Facilities. UTILITY shall provide both of these corporate surety bonds for approval by CITY prior to execution of this Agreement.

19.1. The Construction Bond shall provide, but shall not be limited to, the following condition: there shall be recoverable by CITY, jointly and severally, from the principal and surety, any and all damages, losses or costs, including attorneys' fees, suffered by CITY resulting from UTILITY's construction and installation of the Fiber Optic Cable Facilities, and from the failure of UTILITY to construct and install the same safely and satisfactorily, and to complete construction and installation within the time required by this Agreement.

19.2. The License Agreement Bond shall provide, but shall not be limited to, the following conditions: there shall be recoverable by the CITY, jointly and severally, from the principal and surety, any and all damages, losses or costs, including attorneys' fees, suffered by the CITY resulting from UTILITY's installation, operation or maintenance of its Fiber Optic Cable Facilities, or from its breach of this Agreement.

19.3. The rights reserved to CITY with respect to the bonds are in addition to all other rights and remedies of CITY, whether reserved by this Agreement or authorized by law or equity; and no action, proceeding or exercise of a right or remedy with respect to such bond shall affect any other rights or remedies CITY may have.

20. Any notice required or permitted under this Agreement will be directed to the following representatives or such other address as either party may designate by written notice to the other:

If to Windstream:
Windstream KDL, LLC.
Attn: Franchise
Windstream.franchise@windstream.com

with copy to:
Windstream KDL, LLC.
Attn: Legal
Email: windstream.legal.notices@windstream.com

If to the City:
Bruce Richardson, City Administrator
5093 Murfreesboro Road
La Vergne, TN 37086
brichardson@lavergnetn.gov

Notices shall be in writing and shall be effective when received via electronic transmission, or private carrier with signature confirmation, or when received in the U.S. mail, certified with return receipt requested, postage pre-paid and addressed to the party as stated above. Electronic notices shall be deemed given when directed to an electronic mail address at which a party has consented to receive such notice.

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21. This Agreement may be modified only by a written amendment or addendum, which has been executed and approved by the appropriate officials shown on the signature page of this Agreement.

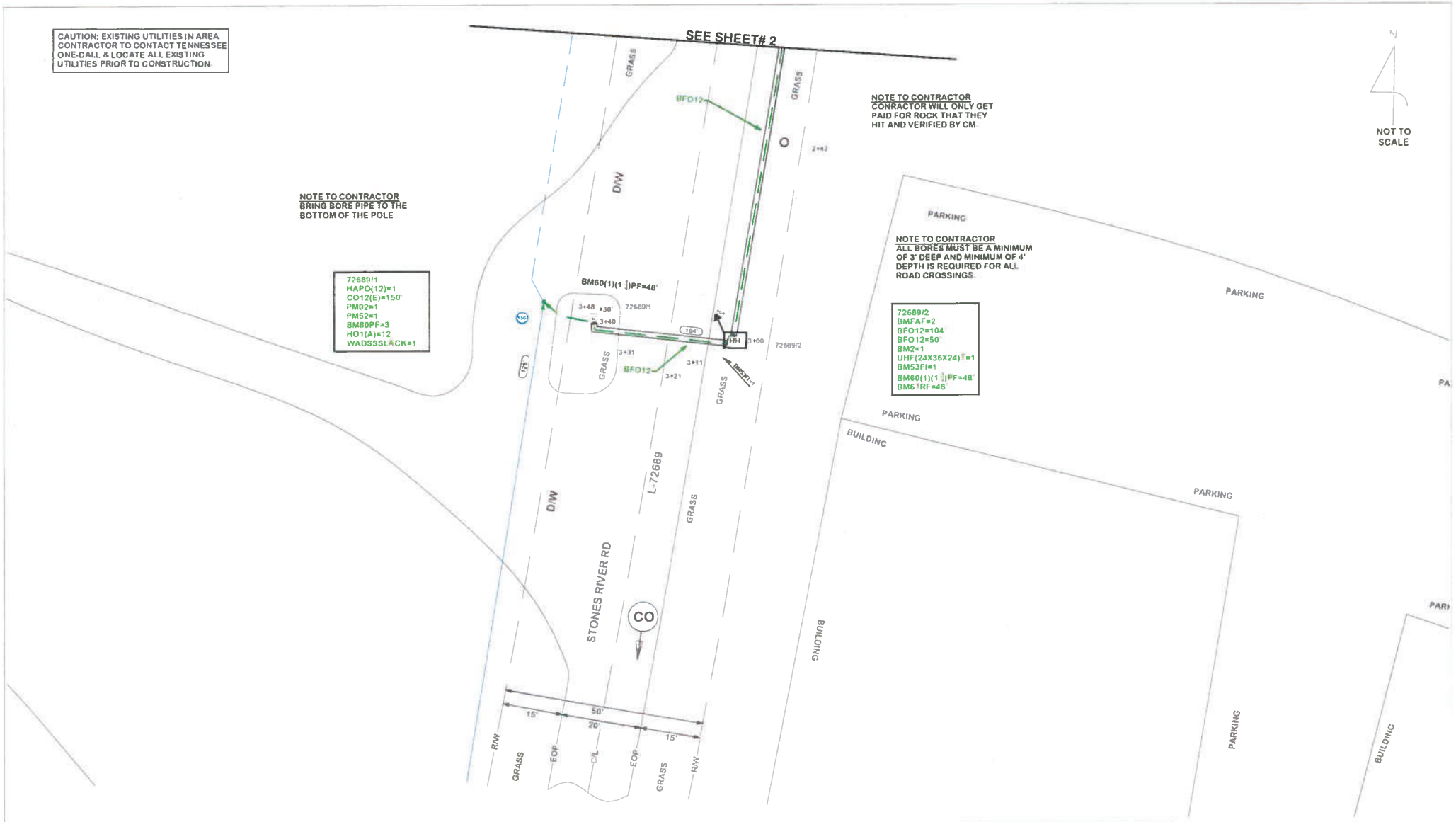
22. If any provision of this Agreement is determined to be unenforceable or invalid by a court of competent jurisdiction, such determination will not affect the validity of the other provisions contained in this Agreement. Failure to enforce any provision of this Agreement does not affect the rights of the parties to enforce such provision in another circumstance, nor does it affect the rights of the parties to enforce any other provision of this Agreement at any time.

23. This Agreement shall be governed and construed in accordance with Tennessee law, without regard to conflict of law principles. By virtue of entering into this Agreement, UTILITY submits itself to the personal jurisdiction of Tennessee courts. Venue for the adjudication of any claim or cause of action between the parties shall be the Circuit or Chancery Court for Rutherford County, Tennessee.

24. This Agreement forms the entire Agreement between the CITY and UTILITY. Any prior representations, promises, agreements, oral or otherwise, between the parties, which are not embodied in this Agreement, will be of no force or effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials.

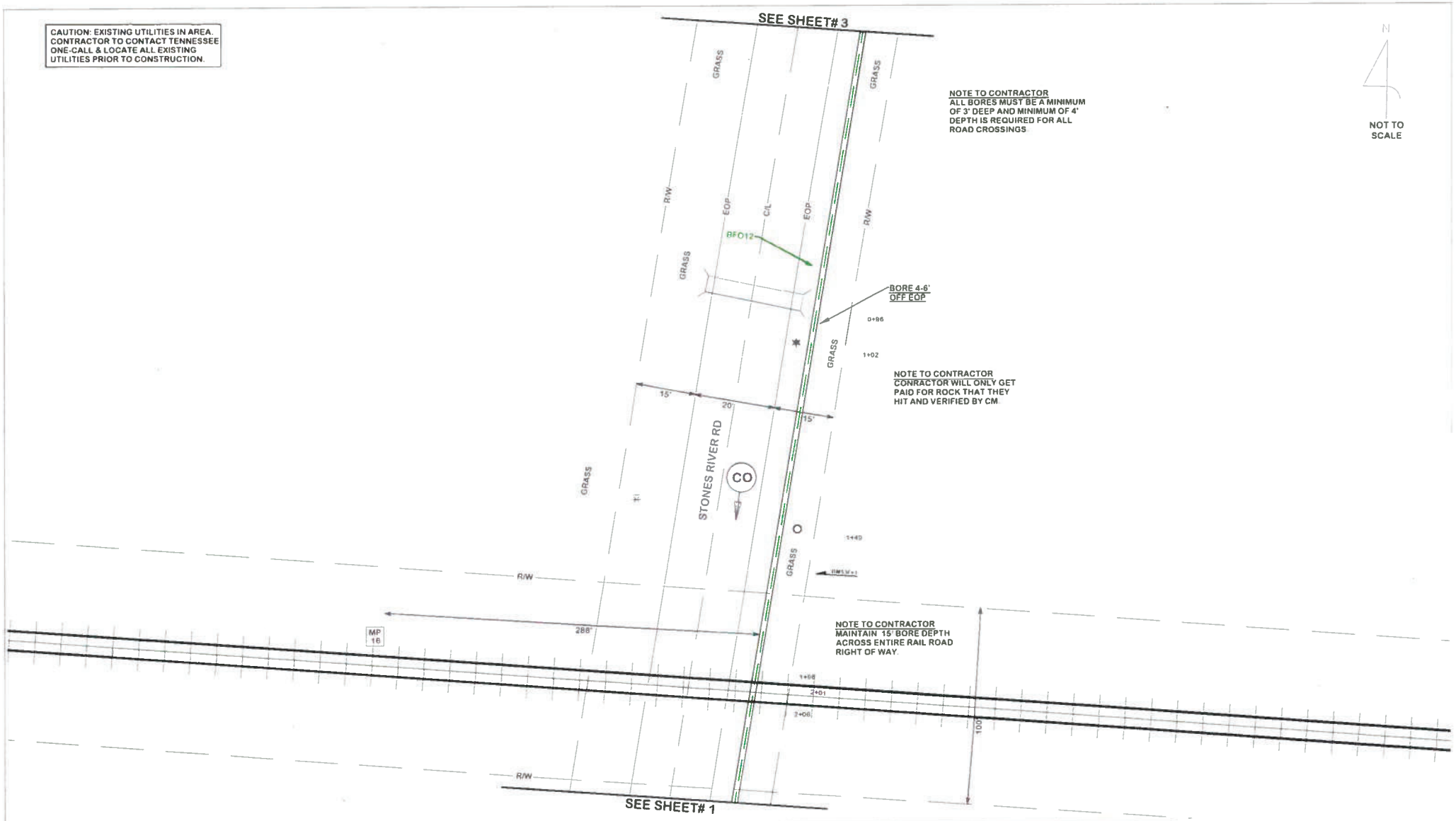
UTILITY: WINDSTREAM KDL, LLC By: Signed by: Sarah Hays AB204B2CB26A424... Printed name: Sarah Hays Title: Staff Manager Date: 2/4/2026	CITY OF LA VERGNE _____ Jason Cole, Mayor Date:_____ Attest: _____ Joshua Miller, City Recorder Approved as to form: _____ Evan Cope, City Attorney



FTBB:	Job Description: FC SMYRTN 130 STONES RIVER RD LA VERGNE	Customer/Other Contacts: TOMMY RAYFIELD 931-994-1249	Work Order # : 718672689	Exchange: NSVL	Cut Sheet Req [N]
AWGF:				District:	Permit Req [Y]
Geo Block:			Date: 4-14-17	Revision #:	MOP Req [N]
Tax District:	Project Manager: TOMMY RAYFIELD		Engineer: JASON BROOKS	Revision Date:	Joint Work Req [Y]
Requested By: FC	Operations Manager:	Circuit ID:	Phone No 615-670-7793	Sheet 1 of 4	

windstream

Docusign Envelope ID: 69290461-5580-43B8-A554-4BF7484BA0F0



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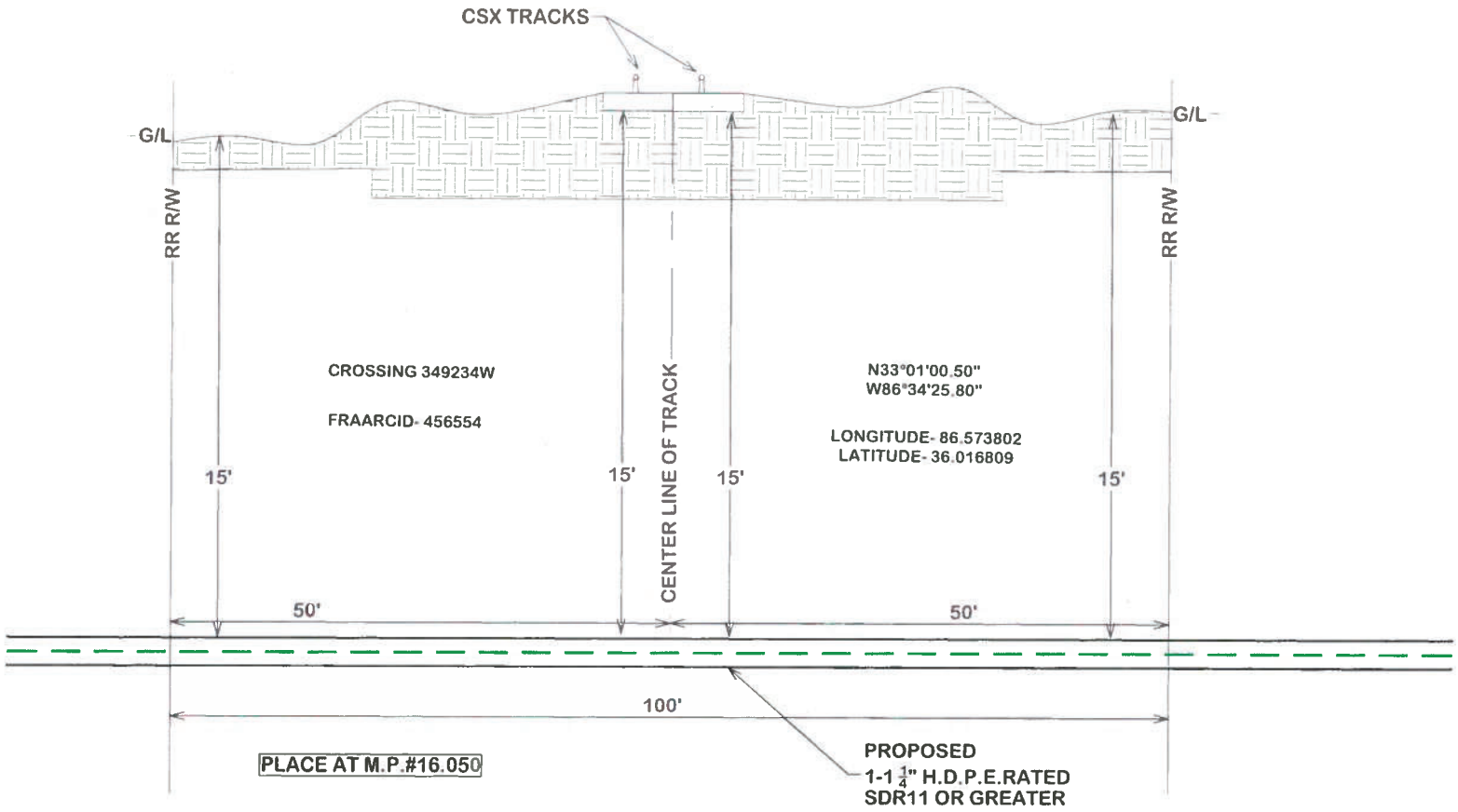
Geo Block:			Date: 4-14-17	Revision #:	MOP Req [N]
Tax District:	Project Manager: TOMMY RAYFIELD		Engineer: JASON BROOKS	Revision Date:	Joint Work Req [Y]
Requested By: FC	Operations Manager:	Circuit ID:	Phone No: 615-670-7793	Sheet 2 of 4	

windstream

PROPOSED CROSS SECTION
DETAIL FACING EAST
"NOT TO SCALE"



FTBB	Job Description: FC SMYRTN 130 STONES RIVER RD LA VERGNE	Customer/Other Contacts TOMMY RAYFIELD 931-994-1249	Work Order # : 718672689	Exchange: NSVL District:	Cut Sheet Req N
AWGF:					Permit Req Y
Geo Block			Date: 4-14-17	Revision #:	
Tax District	Project Manager: TOMMY RAYFIELD		Engineer: JASON BROOKS	Revision Date:	MOP Req N
Requested By FC	Operations Manager:	Circuit ID	Phone No: 615-670-7793	Sheet 2A of 4	Joint Work Req Y

windstream

FTBB:	Job Description: FC SMYRTN 130 STONES RIVER RD LA VERGNE	Customer/Other Contacts: TOMMY RAYFIELD 931-994-1249	Work Order # : 718672689	Exchange: NSVL District:	Cut Sheet Req [N]
AWGF:			Date: 4-14-17	Revision #:	Permit Req [Y]
Geo Block:			Engineer: JASON BROOKS	Revision Date:	MOP Req [N]
Tax District:	Project Manager: TOMMY RAYFIELD		Phone No: 615-670-7793	Sheet 3 of 4	Joint Work Req [Y]
Requested By: FC	Operations Manager:	Circuit ID:			

windstream

LEGEND

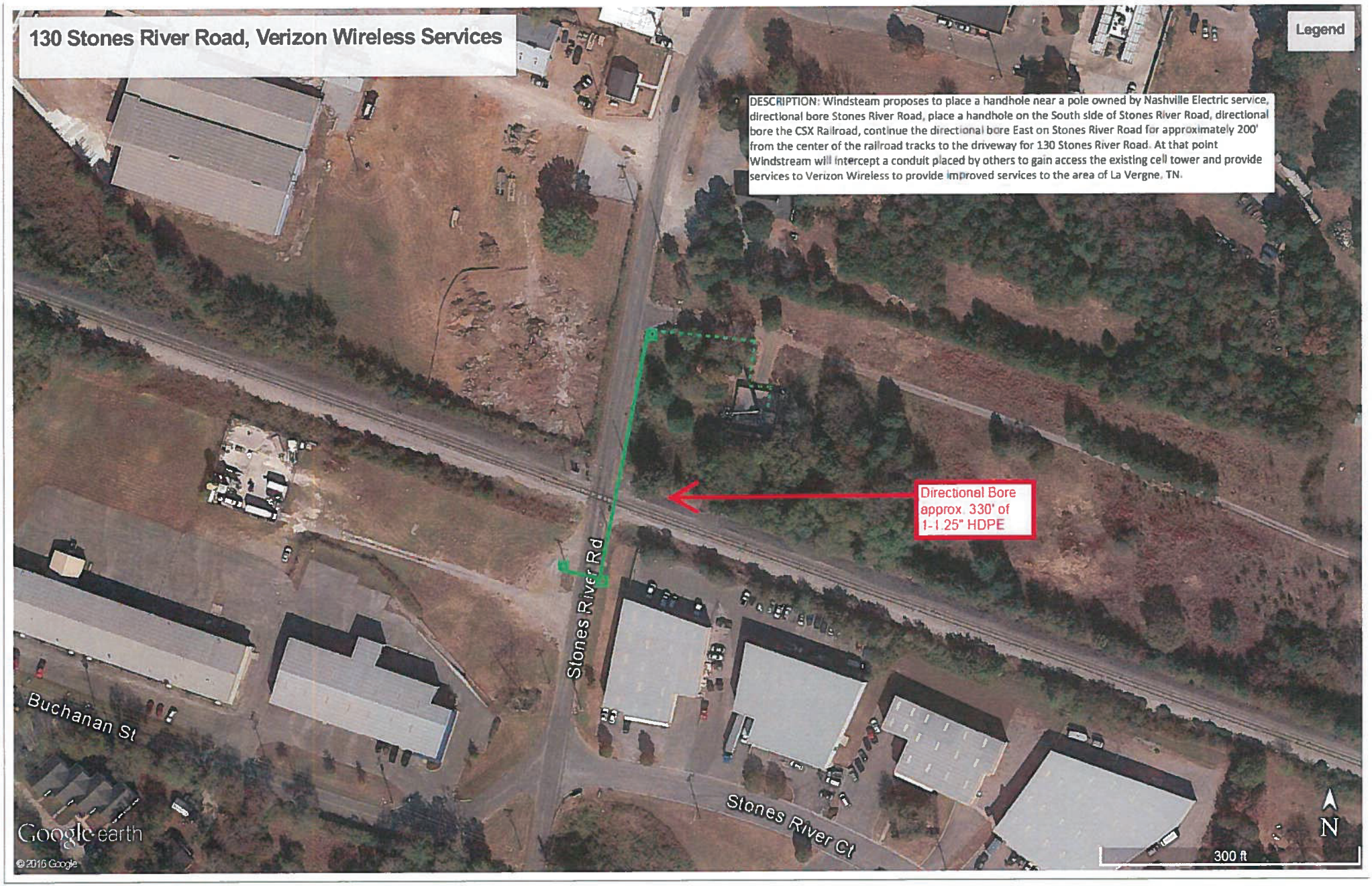
TRAFFIC HH	TRAFFIC HAND HOLE
AT&T HH	AT&T HAND HOLE
BM53F=1	FIBER OPTIC CABLE MARKER
MH	MANHOLE
D/W	DRIVEWAY
IRRIG CAT CONT	IRRIGATION CONTROL
R/W	RIGHT-OF-WAY
EOP	EDGE-OF-PAVEMENT
SD	STORM DRAIN
FH	FIRE HYDRANT
	POWER POLE < 12KV JOINT USE
	TELEPHONE POLE
	EXISTING TELEPHONE ANCHOR
	PROPOSED DOWN GUY & ANCHOR
TL	TRAFFIC LIGHT
	EXISTING BURIED CABLE
	PROPOSED BURIED CABLE
	EXISTING AERIAL CABLE
	PROPOSED AERIAL CABLE
GL	GROUND LIGHT
SL	STREET LIGHT
50'	PROPOSED FIFTY FOOT CABLE COIL
TGR	PROPOSED TELEPHONE GROUND ROD
HOA	HEIGHT OF ATTACHMENT
SEC	SECONDARY POWER
N OR NEU	POWER COMPANY NEUTRAL
CTV	CABLE TV
TEL	TELEPHONE
SL	STREET LIGHT
TRAN	TRANSFORMER

VICINITY MAP

FTBB	Job Description: FC SMYRTN 130 STONES RIVER RD LA VERGNE	Customer/Other Contacts: TOMMY RAYFIELD 931-994-1249	Work Order # : 718672689	Exchange: NSVL District:	Cut Sheet Req N
AWGF:					Permit Req Y
Geo Block:			Date: 4-14-17	Revision #:	MOP Req N
Tax District:	Project Manager: TOMMY RAYFIELD		Engineer: JASON BROOKS	Revision Date:	Joint Work Req Y
Requested By: FC	Operations Manager:	Circuit ID:	Phone No: 615-670-7793	Sheet 4 of 4	

windstream

Docusign Envelope ID: 69290461-5580-43B8-A554-4BF7484BA0F0



ITEM REPORT

Board of Mayor and Aldermen

Date: March 3, 2026

Item #: 7.D.	Approve a Development Agreement with Alliance Real Estate Company to Repair a Defective Sewer Pipe on Floyd Mayfield Drive.		
Department:	Engineering	**Presented By:**	Gary Lide
Item Attachments:	1. Mayfield Sewer Development Agreement with Alliance Real Estate Company		

Purpose:
Allow Alliance Real Estate Company to repair a damaged pipe located in the City's public utility easement.

Background:
A defective sewer pipe has been identified downstream from an upcoming potential development on Mayfield Drive. The damaged pipe is impacting sewer availability and capacity and the developer has agreed that if the City is unable to make the repair in time for initial occupancy of the Development in March 2027, the Developer has agreed to repair the damaged pipe.

Financial Summary:
There is no cost to the City.

Staff Recommendation:
Staff recommends approval.

DEVELOPMENT AGREEMENT

THIS AGREEMENT, (the “Agreement”) entered into this the _____ day of _____, 2026, by and between ALLIANCE REAL ESTATE COMPANY (the "Developer"), and the CITY OF LA VERGNE, TENNESSEE, a municipal corporation organized and existing under the laws of the State of Tennessee (the "City")(each a “Party” and collectively the “Parties”).

WITNESSETH

WHEREAS, Developer is the developer of a +/- 9.33-acre site located at Floyd Mayfield Drive, unnumbered, Parcel No. 014-072.00-000, in the City (the “Developer Property”), as more particularly described on the attached Exhibit A; and

WHEREAS, the Developer anticipates obtaining final plat approval from the City Planning Commission in February 2026, for the construction of 250 multifamily residential units on the Developer Property (the “Development”); and

WHEREAS, a water and sewer availability letter was issued for the Development by the City on April 29, 2025, a copy of which is attached to the Agreement as Exhibit B, providing for up to 28,000 gallons per day of flow; and

WHEREAS, the City has identified a defective sewer pipe downstream from the Development that will require repairing by the City (the “Repair”), which is impacting the sewer availability and capacity; and

WHEREAS, a description of the Repair is attached to the Agreement as Exhibit C; and

WHEREAS, the City’s initial estimated time of completion of the Repair was August 2027; and

WHEREAS, the Developer anticipates initial occupancy of the Development in approximately March 2027; and

WHEREAS, the City intends to focus its efforts to make the Repair to allow occupancy of the Development in March 2027; and

WHEREAS, in the event the City is unable to make the Repair in time for initial occupancy of the Development in March 2027, the Developer has agreed to repair the damaged pipe within the City’s existing fifteen-foot public utility easement as shown on the attached Exhibit D (the “Easement”) at Developer’s sole cost and expense.

NOW, THEREFORE, in consideration of the mutual covenants and assurances set forth herein, the Developer and the City do hereby agree as follows:

1. Recitals

The foregoing Recitals are incorporated into this Agreement and are made a part hereof.

2. City Responsibilities

A. The City will notify the Developer in writing not later than November 1, 2026, if the City determines that it will not be able to complete the Repair prior to the Anticipated Completion Date. In such case, the City hereby authorizes the Developer to repair the sewer line within the Easement in such a manner to allow for sewer service to be Provided to the Development (the “Developer Repair”).

3. Developer Responsibilities

A. Upon receipt of a written notice from the City as provided in Section 2 of this Agreement that the City will not be able complete the Repair by the Anticipated Completion Date, the Developer will make the Developer Repair in a good and workmanlike manner at Developer’s sole cost and expense and to the satisfaction of the City. The Developer understands that the City will not reimburse the Developer for the Developer Repair \.

B. The Developer will provide the City with plans for the Developer Repair prior to commencing work on the Developer Repair. The Developer will not make the Developer Repair until the plans for the Developer Repair are approved by the City, which approval shall not be unreasonably withheld, conditioned, or delayed,

C. Developer agrees to indemnify the City and its officers, agents, and employees from any officials, agents, and assigns from any and all claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of the Developer, its officers, employees, and/or agents, including its sub or independent contractors, in connection with the performance of the Developer Repair. The City will not indemnify, defend, or hold harmless in any fashion the Developer from any claims arising from any failure, regardless of any language in any attachment or other document that the Developer may provide.

4. Non-Waiver

None of the terms, covenants or conditions of this Agreement shall be deemed waived by any act of either Party unless same is specified in writing executed by all Parties hereto.

5. Governing Law

This Agreement shall be construed under and enforced pursuant to the laws of the State of Tennessee.

6. Venue and Jurisdiction

Exclusive venue and jurisdiction for any litigation brought pursuant to or with regard to this Agreement shall be in the Circuit Court for Rutherford County, Tennessee.

7. Severance

Should any provision of this Agreement be declared invalid, illegal, or unenforceable by a court of competent jurisdiction, the invalidity, illegality, or unenforceability shall not affect other provisions of this Agreement, which shall remain in full force and effect.

8. Captions

Captions of the sections of this Agreement are for convenience and reference only and shall in no way be held to explain, modify, amplify, or aid in the interpretations, construction, or meaning of the provisions of this Agreement.

9. Amendment

This Agreement shall be amended only in writing executed by all Parties hereto.

10. Assignment

This Agreement shall not be assigned by the Developer to a third party without the prior written consent of the City, which consent shall not be unreasonably withheld.

11. Time is of the essence

All Parties hereto acknowledge that time is of the essence, and each party will commit to its timely compliance with this Agreement.

12. Binding Effect

This Agreement shall be binding upon each of the parties hereto, their successors, heirs and assigns and that there are no understandings or agreements between them except as contained in this Agreement.

13. Entire Agreement

This writing constitutes the entire agreement between the Parties and supersedes all previous agreements, if any. No Party to this Agreement makes any representation to the other Party, except as expressly set forth in this Agreement.

14. Execution

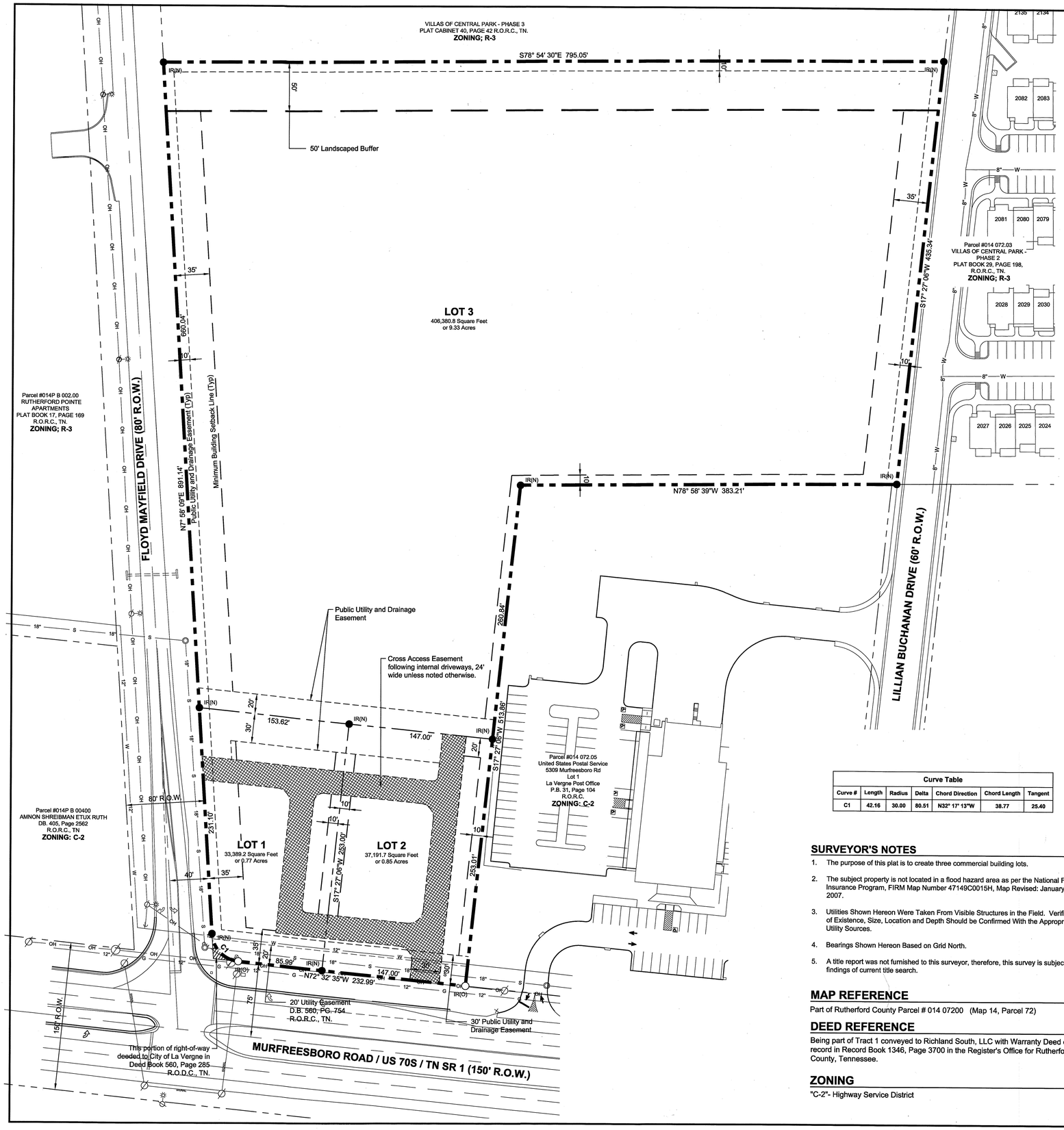
This Agreement may be executed in one or more identical counterparts, each of which shall be deemed to be an original for all purposes, and all of which taken together shall constitute a single instrument.

Approved by the La Vergne Board of Mayor and Aldermen on March 3, 2026.

SO AGREED by the undersigned parties as of the date first given.

ALLIANCE REAL ESTATE COMPANY	**CITY OF LA VERGNE, TENNESSEE**
By: _____	By: _____
Title: _____	Title: Mayor

Exhibit A
Developer Property

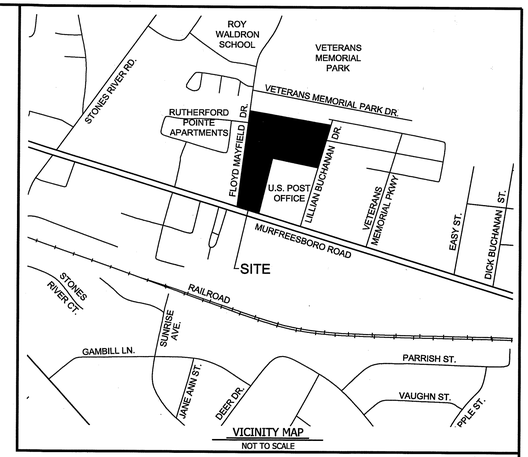


LEGEND

- Property Line
- Minimum Building Setback Line
- Easement Line
- S — Sewer Line
- W — Water Line
- G — Natural Gas Line
- OH — Overhead Utilities
- Storm Drain Pipe
- IR(O) Iron Rod (Old)
- IR(N) Iron Rod (New)
- Utility Pole
- Utility Pole with Light
- Fire Hydrant

TN SPC (NAD 83)

GRAPHIC SCALE
(IN FEET)
50 0 25 50 100
1 inch = **50** ft.



CERTIFICATE OF OWNERSHIP AND DEDICATION

I (we) hereby certify that I am (we are) the owner(s) of the property shown and described hereon as evidenced in Book 1346, Page 3700, Rutherford County Registers Office, and that I (we) hereby adopt this plan of subdivision with my (our) free consent, establish the minimum building restriction lines, and that offers or irrevocable dedication for all public ways, utilities and other facilities have been filed.

Name: Richland South, LLC

By: _____ Date: 2/17/17
Hoss Mousavi

CERTIFICATE OF ACCURACY

I hereby certify that the plan shown and described hereon is true and correct and that this survey exceeds the minimum requirements of an "Urban Land Survey", Category "I", as per standards of practice adopted by the Board of Examiners for Land Surveyors for the State of Tennessee, revised January 4, 1992, and that the ratio of precision is greater than 1:15,000.

December 20 , 2016
Date

_____
James D. Wamble, TN R.L.S. No. 1136

CERTIFICATE OF APPROVAL FOR RECORDING

I hereby certify that the subdivision plat shown hereon has been found to comply with the Subdivision Standards for La Vergne, Tennessee, with the exception of such variances if any, as are noted in the minutes of the Planning Commission and that it has been approved for recording in the office of the County Register.

2/21 , 2017
Date

_____
Secretary, Planning Commission

Curve Table						
Curve #	Length	Radius	Delta	Chord Direction	Chord Length	Tangent
C1	42.16	30.00	80.51	N32° 17' 13"W	38.77	25.40

Heather Dawbarn, Register
Rutherford County Tennessee
Rec #: 902498
Rec'd: 15.00 Instrument #: 2069822
State: 0.00
Clerk: 0.00 Recorded
Other: 2.00 2/21/2017 at 1:21 PM
Total: 17.00 in
Plat Cabinet 40 Pgs 117-117

SURVEYOR'S NOTES

1. The purpose of this plat is to create three commercial building lots.
2. The subject property is not located in a flood hazard area as per the National Flood Insurance Program, FIRM Map Number 47149C0015H, Map Revised: January 5, 2007.
3. Utilities Shown Hereon Were Taken From Visible Structures in the Field. Verification of Existence, Size, Location and Depth Should be Confirmed With the Appropriate Utility Sources.
4. Bearings Shown Hereon Based on Grid North.
5. A title report was not furnished to this surveyor, therefore, this survey is subject to the findings of current title search.

MAP REFERENCE

Part of Rutherford County Parcel # 014 07200 (Map 14, Parcel 72)

DEED REFERENCE

Being part of Tract 1 conveyed to Richland South, LLC with Warranty Deed of record in Record Book 1346, Page 3700 in the Register's Office for Rutherford County, Tennessee.

ZONING

"C-2"- Highway Service District

JAMES D. WAMBLE — REGISTERED LAND SURVEYOR — TENNESSEE NO. 1136 — 12-20-16

I hereby certify that this plat has been reviewed for the Rutherford County Development Tax., No Development Tax Required. 2021 2-21-17
RUTHERFORD COUNTY REGIONAL PLANNING COMMISSION

Final Plat
CENTRAL PARK COMMERCIAL - PHASE ONE

A Commercial Subdivision
Murfreesboro Road at Floyd Mayfield Drive
La Vergne, Rutherford County, Tennessee

PREPARED FOR:
Richard South, LLC
749 Duncan Street, Brentwood, Tennessee 37027

PREPARED BY:
WAMBLE
Land Engineering - Land Surveying - Land Planning
[illegible]

Rev: February 16, 2017
Date: December 20, 2016

W&A File No.: 871-0216

Exhibit B
Water and Sewer Availability Letter

LA VERGNE
TENNESSEE
PUBLIC WORKS

1500 E Nir Shreibman Blvd
La Vergne, TN 37086
(615) 793-9891
lavergnetn.gov

4-29-2025

Mr. Andrew Wolthers, PE
Catalyst Design Group
5100 Tennessee Avenue
Nashville, TN 37209

Subject: Availability of Water and Sewer Service for 31 Lillian Buchanan Drive, located in La Vergne, TN 37086.

Based on your application executed and paid for on February 12, 2025 and on-going City planning, the City of La Vergne has reviewed the water and sewer availability for the subject property. Please be advised that domestic water and sanitary sewer are currently available at or near the above-mentioned location.

Additionally, this letter expires if City Planning Commission Approval is not received within one year of the date of this letter. This letter also expires if the applicant allows their planning commission approval to expire, which generally provides one (1) year to pull permits, break ground, and receive final approvals when dealing with concept plans and preliminary plats. A project may go back to Planning Commission before the 1-year expiration to file for an extension of up to 1 year. All site plans expire two years after the date of the planning commission approval, which will also cause the letter to expire.

Sincerely,

Michael Dietz
Public Works Director
City of La Vergne

Exhibit C
Repair Description

Description of Existing Sewer Line that would need replacement (potentially by developer) is as follows:

Replace two existing sewer manholes and approximately 300 linear feet of existing 18-inch reinforced concrete pipe (RCP) with 18-inch PVC SDR 26 sewer pipe between City sewer manhole #1831 located at the northwest corner of the Bank at 5211 Murfreesboro Rd and City sewer manhole #3175 located at the northeast corner of Tinkham Auto at 5217 Murfreesboro Rd, per City Standard Specifications and Details.

Below is a map of the above described 300 linear feet of pipe and manholes to be replaced.

Exhibit D
The Easement

EXHIBIT D

EXISTING FIFTEEN FOOT UTILITY EASEMENT

CONTENTS

1. DB 340, PG 574 (FIRST TENNESSEE BANK)
2. DB 338, 773 (NEVILS)
3. DB 340, PG 565 (NEVILS, CORRECTION #1)
4. DB 373, PG 558 (NEVILS, CORRECTION #2)

DB 340, PG 574 (FIRST TENNESSEE BANK)

MAP: 15M
PARCEL: F-04

This Instrument Prepared
from Information Furnished
by the Parties by:
DAVID G. BOLIN, Attorney
U. S. 41 South
Smyrna, TN 37167

STATE OF TENNESSEE)
)
RUTHERFORD COUNTY)

FOR AND IN CONSIDERATION of the benefits to accrue to our land and other good and valuable considerations, NATIONAL BANK OF MURFREESBORO, now FIRST TENNESSEE NATIONAL ASSOCIATION, has this day bargained and sold and does hereby transfer and convey unto said CITY OF LAVERGNE, a Municipal Corporation of the State of Tennessee, its successor and assigns, a permanant right-of-way and easement, in, upon, along, through and across the hereinafter described property, together with all necessary rights of ingress and egress to and from said parcels of land, for the purpose of locating, laying, constructing, installing, servicing, repairing, maintaining, and operating underground public utilities, together with all necessary or appropriate fittings, appliances and appurtenances thereto. Said property is situated in the 3rd Civil District of Rutherford County, State of Tennessee, and said hereinabove mentioned property is more particularly described as follows, to-wit:

See Exhibit I.

TO HAVE AND TO HOLD the said rights-of-way and easement and said rights of ingress and egress, unto said CITY OF LAVERGNE, its successors and assigns, forever.

The grantor covenants that it is lawfully seized and possessed of said parcel of land; that it has a good and lawful right to transfer and convey said rights-of-way and easement; and that said parcel of land is unencumbered, except for applicable zoning regulations and as otherwise set forth herein.

Grantor further covenants and binds itself, its successors and representatives forever to warrant and defend the title of said rights-of-way and easement unto said CITY OF LAVERGNE, its successssors and assigns, against the lawful claims of all persons.

The grantor further covenants and bind itself, its succesors and assigns, and other successors in title or interest in and to said property or any portion thereof, not to do or cause or permit to be done upon the easement, any thing or act of any kind whatsoever that will cause or be likely to cause damage or injury to the above referred to public utilities, including fittings,

appliances, and appurtances. The portion or parcel of land upon which said public utilities are to be constructed is to remain the property of the undersigned, subject to this easement, and may be used by the undersigned for any purpose provided in the opinion of the CITY OF LAVERGNE, said use does not destroy, weaken or damage the public utility nor interfere with the operation or maintenance of same.

By its acceptance of delivery of this instrument said CITY OF LAVERGNE covenants and binds itself, its succesors and assigns to repair and restore all fences, if any, that may be required to be cut or to be temporarily removed, and to clean up and remove all surplus dirt, rock and other debris, caused by or resulting from the locating, laying, constructing, installing, servicing, repairing and maintaining of the said public utilities, including fittings, appliances and appurtenances thereto, and also in so far as reasonably practicable, to fill, grade and restore the surface of the land where any such work or activity is done or carried on to its former grade or condition.

Any service connection serving the property and connected to said public utilities by the grantor, its successors and assigns shall be constructed and installed pursuant to and in compliance with all applicable ordinances and regulations of the CITY OF LAVERGNE, TENNESSEE.

This the 21st day of November, 1984.

FIRST TENNESSEE NATIONAL ASSOCIATION

BY: Jerald Smith

STATE OF Tennessee)
COUNTY OF Rutherford)

Before me, the undersigned authority, a Notary Public, regularly elected, commissioned, qualified and acting in and for the County and State aforesaid, personally appeared Jerald Smith, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who upon oath acknowledged he to be the Asst Vice Pres. of FIRST TENNESSEE NATIONAL ASSOCIATION the within named bargainor, a Corporation, and that he as such Asst Vice Pres., being authorized to do so, executed the foregoing (PUBLIC UTILITY EASEMENT) instrument for the purposes therein contained by signing the name of the corporation by the said Jerald Smith as such Asst Vice Pres..

WITNESS MY HAND and official seal at office in Lavergne, State of Tennessee, this 21st day of November, 1984.

Virginia Conley
Notary Public

My Commission Expires: 6/18/85

EXHIBIT I

A 15-foot permanent utility easement, as shown on the attached drawing, the centerline of which is more particularly described as follows:

Beginning at a point in the southerly boundary line of subject property and northerly R.O.W. line of Murfreesboro Road, said point being 7.5 feet, more or less, easterly of the southwesterly corner of subject property and extending in a northerly direction 190 feet, more or less, to a point;

Thence, at an angle of 101° 56' to the right 145 feet, more or less, to a point in the easterly boundary line of subject property, said point being 176 feet, more or less, northerly of the southeasterly corner of subject property.

A 40-foot temporary construction easement, 20 feet each side and parallel to the permanent easement centerline, shall be included where applicable.

BEING part of the same property conveyed to the undersigned by deed of record in Deed Book 179, page 524, Register's Office of Rutherford County, Tennessee.

RECORDING FEE 9.00
STATE TAX —
REGISTER'S FEE —
TOTAL PAID 9.00
RECEIPT NO. 67304

STATE OF TENNESSEE
RUTHERFORD COUNTY
OFFICE OF THE REGISTER Dec. 11 1984
I, HOMER JONES, REGISTER DO CERTIFY THAT THE FORGOING INSTRUMENT AND CERTIFICATE ARE REGISTERED IN MY SAID OFFICE IN BOOK NO. 340 PAGE NO. 574 AND THAT THEY WERE RECEIVED Dec. 11 1984 AT 8:03 O'CLOCK AM AND ENTERED IN NOTE BOOK 38 PAGE 66 1
HOMER JONES, Register
BY Homer Jones DEP. REG.

DB 338, 773 (NEVILS)

MAP: 15
PARCEL: 08

This Instrument Prepared
from Information Furnished
by the Parties by:
DAVID G. BOLIN, Attorney
U. S. 41 South
Smyrna, TN 37167

STATE OF TENNESSEE)
)
RUTHERFORD COUNTY)

FOR AND IN CONSIDERATION of the benefits to accrue to our land and other good and valuable considerations, EDWIN M. NEVILS and wife, M. REBECCA NEVILS, have this day bargained and sold and do hereby transfer and convey unto said CITY OF LAVERGNE, a Municipal Corporation of the State of Tennessee, its successor and assigns, a permanant right-of-way and easement, in, upon, along, through and across the hereinafter described property, together with all necessary rights of ingress and egress to and from said parcels of land, for the purpose of locating, laying, constructing, installing, servicing, repairing, maintaining, and operating underground public utilities, together with all necessary or appropriate fittings, appliances and appurtenances thereto, Said property is situated in the 3rd Civil District of Rutherford County, State of Tennessee, and said hereinabove mentioned property is more particularly described as follows, to-wit:

See Exhibit I.

TO HAVE AND TO HOLD the said rights-of-way and easement and said rights of ingress and egress, unto said CITY OF LAVERGNE, its successors and assigns, forever.

The grantors covenant that they are lawfully seized and possessed of said parcel of land; that they have a good and lawful right to transfer and convey said rights-of-way and easement; and that said parcel of land is unencumbered, except for applicable zoning regulations and as otherwise set forth herein.

Grantors further covenant and bind themselves, their heirs and representatives forever to warrant and defend the title of said rights-of-way and easement unto said CITY OF LAVERGNE, its successsors and assigns, against the lawful claims of all persons.

The grantors further covenant and bind themselves, their heirs and assigns, and other successors in title or interest in and to said property or any portion thereof, not to do or cause or permit to be done upon the easement, any thing or act of any kind whatsoever that will cause or be likely to cause damage or injury to the above referred to public utilities, including fittings,

For Correction of Public Utility Easement, See Deed Book 340, page 565.

For Correction of Easement, See Deed Book 373, page 558.

appliances, and appurtances. The portion or parcel of land upon which said public utilities are to be constructed is to remain the property of the undersigned, subject to this easement, and may be used by the undersigned for any purpose provided in the opinion of the CITY OF LAVERGNE, said use does not destroy, weaken or damage the public utility nor interfere with the operation or maintenance of same.

By its acceptance of delivery of this instrument said CITY OF LAVERGNE covenants and binds itself, its succesors and assigns to repair and restore all fences, if any, that may be required to be cut or to be temporarily removed, and to clean up and remove all surplus dirt, rock and other debris, caused by or resulting from the locating, laying, constructing, installing, servicing, repairing and maintaining of the said public utilities, including fittings, appliances and appurtenances thereto, and also in so far as reasonably practicable, to fill, grade and restore the surface of the land where any such work or activity is done or carried on to its former grade or condition.

Any service connection serving the property and connected to said public utilities by the grantors, they heirs, successors and assigns shall be constructed and installed pursuant to and in compliance with all applicable ordinances and regulations of the CITY OF LAVERGNE, TENNESSEE.

This the 28th day of September, 1984.

Edwin M Nevils
EDWIN M. NEVILS

Mary Rebecca Nevils
M. REBECCA NEVILS

STATE OF Tennessee)
COUNTY OF Rutherford)

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within-named EDWIN M. NEVILS and wife, M. REBECCA NEVILS, the bargainors, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that they executed the foregoing (PUBLIC UTILITY EASEMENT) instrument for the purposes therein contained.

WITNESS MY HAND and official seal at office in La Vergne, State of Tennessee, this 28th day of September, 1984.

Charles E. Holge II
Notary Public

My Commission Expires: 2-28-88

EXHIBIT I

A 15-foot permanent utility easement, as shown on the attached drawing, the centerline of which is more particularly described as follows:

Beginning at a point, in the easterly boundary line of Robert T. Batey, Map and Parcel No. 15M-F-03, and westerly boundary line of subject property, said point being 7.5 feet, more or less, southerly of the northeast corner of Robert T. Batey;

Thence, in an easterly direction 290 feet, more or less, to a point;

Thence, at an angle of 6° 11' to the right 350 feet, more or less, to a point;

Thence, at an angle of 27° 29' to the left 300 feet, more or less, to a point;

Thence, at an angle of 28° 03' to the right 456 feet, more or less, to a point in the easterly boundary line of subject property, said point being 340 feet, more or less, northerly of the intersection of the Murfreesboro Road R.O.W. line and Jr. High Drive.

A 40-foot temporary construction easement, 20 feet each side of and parallel to the permanent easement centerline, shall be included where applicable.

BEING part of the same property conveyed to Edwin M. Nevils by deeds of record in Deed Book 109, page 307 and Deed Book 109, page 379 and by quitclaim deed of record in Deed Book 111, page 195, ALL in the Register's Office of Rutherford County, Tennessee.

RECORDING FEE 9.00
STATE TAX -
REGISTER'S FEE -
TOTAL PAID 9.00
RECEIPT NO. 64701

STATE OF TENNESSEE
RUTHERFORD COUNTY
OFFICE OF THE REGISTER Oct. 18 1984
I, HOMER JONES, REGISTER DO CERTIFY THAT THE FOREGOING INSTRUMENT AND CERTIFICATE ARE REGISTERED IN MY SAID OFFICE IN BOOK NO. 338
PAGE NO. 773 AND THAT THEY WERE RECEIVED Oct. 18 1984 AT 8:14 O'CLOCK A M AND ENTERED IN NOTE BOOK 30
PAGE 12 &
HOMER JONES, Register
BY Homer Jones D.R. REAL

DB 340, PG 565 (NEVILS, CORRECTION #1)

MAP: 15
PARCEL: 08

This Instrument Prepared
from Information Furnished
by the Parties by:
DAVID G. BOLIN, Attorney
U. S. 41 South
Smyrna, TN 37167

CORRECTION OF EASEMENT OF RECORD IN DEED BOOK 338,
PAGE 773, REGISTER'S OFFICE OF RUTHERFORD COUNTY, TENNESSEE
THE PROPERTY IN THE ABOVE REFERRED TO EASEMENT WAS INCORRECTLY
DESCRIBED AND IS HEREIN CORRECTED

FOR AND IN CONSIDERATION of the benefits to accrue to our land and other good and valuable considerations, EDWIN M. NEVILS and wife, M. REBECCA NEVILS, have this day bargained and sold and do hereby transfer and convey unto said CITY OF LAVERGNE, a Municipal Corporation of the State of Tennessee, its successor and assigns, a permanant right-of-way and easement, in, upon, along, through and across the hereinafter described property, together with all necessary rights of ingress and egress to and from said parcels of land, for the purpose of locating, laying, constructing, installing, servicing, repairing, maintaining, and operating underground public utilities, together with all necessary or appropriate fittings, appliances and appurtenances thereto. Said property is situated in the 3rd Civil District of Rutherford County, State of Tennessee, and said hereinabove mentioned property is more particularly described as follows, to-wit:

See Exhibit I.

TO HAVE AND TO HOLD the said rights-of-way and easement and said rights of ingress and egress, unto said CITY OF LAVERGNE, its successors and assigns, forever.

The grantors covenant that they are lawfully seized and possessed of said parcel of land; that they have a good and lawful right to transfer and convey said rights-of-way and easement; and that said parcel of land is unencumbered, except for applicable zoning regulations and as otherwise set forth herein.'

Grantors further covenant and bind themselves, their heirs and representatives forever to warrant and defend the title of said rights-of-way and easement unto said CITY OF LAVERGNE, its successsors and assigns, against the lawful claims of all persons.

The grantors further covenant and bind themselves, their heirs and assigns, and other successors in title or interest in and to said property or any portion thereof, not to do or cause or permit to be done upon the easement,

For Correction of Easement, see Deed Book 373, Page 558.

any thing or act of any kind whatsoever that will cause or be likely to cause damage or injury to the above referred to public utilities, including fittings, appliances, and appurtances. The portion or parcel of land upon which said public utilities are to be constructed is to remain the property of the undersigned, subject to this easement, and may be used by the undersigned for any purpose provided in the opinion of the CITY OF LAVERGNE, said use does not destroy, weaken or damage the public utility nor interfere with the operation or maintenance of same.

By its acceptance of delivery of this instrument said CITY OF LAVERGNE covenants and binds itself, its succesors and assigns to repair and restore all fences, if any, that may be required to be cut or to be temporarily removed, and to clean up and remove all surplus dirt, rock and other debris, caused by or resulting from the locating, laying, constructing, installing, servicing, repairing and maintaining of the said public utilities, including fittings, appliances and appurtenances thereto, and also in so far as reasonably practicable, to fill, grade and restore the surface of the land where any such work or activity is done or carried on to its former grade or condition.

Any service connection serving the property and connected to said public utilities by the grantors, they heirs, successors and assigns shall be constructed and installed pursuant to and in compliance with all applicable ordinances and regulations of the CITY OF LAVERGNE, TENNESSEE.

This the 6th day of DECEMBER, 1984.

CITY OF LAVERGNE

Edwin M Nevils
EDWIN M. NEVILS

Vester Waldron
Mayor

M. Rebecca Nevils
M. REBECCA NEVILS

STATE OF TENNESSEE)
)
COUNTY OF RUTHERFORD)

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within-named EDWIN M. NEVILS and wife, M. REBECCA NEVILS, the bargainors, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that they executed the foregoing (PUBLIC UTILITY EASEMENT) instrument for the purposes therein contained.

WITNESS MY HAND and official seal at office in La Vergne, State of Tennessee, this 6th day of December, 1984.

Virginia C. Fuzzell
Notary Public

My Commission Expires: 12-29-86

STATE OF Tennessee)
COUNTY OF Rutherford)

Before me, the undersigned authority, a Notary Public, regularly elected, commissioned, qualified and acting in and for the County and State aforesaid, personally appeared Buford Vester Waldron with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who upon oath acknowledged himself to be the Mayor of THE CITY OF LAVERGNE, TENNESSEE, one of the within named bargainors, a Corporation, and that he as such Mayor, being authorized to do so, executed the foregoing (PUBLIC UTILITY EASEMENT) instrument for the purposes therein contained by signing the name of the corporation by the said Buford Vester Waldron as such Mayor.

WITNESS MY HAND and official seal at office in La Vergne, State of Tennessee, this 6th day of December, 1984.

Charles E. Hodge II
Notary Public

CHARLES E. HODGE, II NOTARY PUBLIC RUTHERFORD COUNTY, TENN.

My Commission Expires: 2-28-88

EXHIBIT I

A 15-foot permanent utility easement, as shown on the attached drawing, the centerline of which is more particularly described as follows:

Beginning at a point in a Westerly boundary line, said point being 24 feet, more or less, northerly of a southwesterly corner of subject property and extending, in a southeasterly direction 153 feet more or less, to a point.

Thence, at an angle of 9° 25' to the left 315 feet more or less, to a point;

Thence, at an angle of 3° 28' to the right 350 feet more or less, to a point;

Thence, at an angle of 27° 29' to the left 300 feet more or less, to a point;

Thence, at an angle of 28° 03' to the right 455 feet, more or less, to a point in the easterly boundary line of subject property, said point being 340 feet, more or less, northerly of the intersection of Murfreesboro Road R.O.W. line and Jr. High Drive.

A 40-foot temporary construction easement, 20 feet each side and parallel to the permanent easement centerline, shall be included where applicable.

BEING part of the same property conveyed to Edwin M. Nevils by deeds of record in Deed Book 109, page 307 and Deed Book 109, page 379 and by quitclaim deed of record in Deed Book 111, page 195, ALL in the Register's Office of Rutherford County, Tennessee.

RECORDING FEE 9.00
STATE TAX —
REGISTER'S FEE —
TOTAL PAID 9.00
RECEIPT NO. 67304

STATE OF TENNESSEE
RUTHERFORD COUNTY
OFFICE OF THE REGISTER Dec. 11 1984
I, HOMER JONES, REGISTER DO CERTIFY THAT THE FOREGOING INSTRUMENT AND CERTIFICATE ARE REGISTERED IN MY SAID OFFICE IN BOOK NO. 340 PAGE NO. 565 AND THAT THEY WERE RECEIVED Dec. 11 1984 AT 8:00 O'CLOCK A.M. AND ENTERED IN NOTE BOOK 30 PAGE 66 &
HOMER JONES, Register
BY Homer Jones DEP. REG.

DB 373, PG 558 (NEVILS, CORRECTION #2)

028677 558

This Instrument Prepared
from Information Furnished
by the Parties by:
JOHN C. KERSEY, Attorney
P.O. Box 836
Smyrna, TN 37167

CORRECTION OF EASEMENT

WHEREAS, by instrument of record in Deed Book 338, page 773, as corrected by instrument of record in Deed Book 340, page 565 of the Register's Office of Rutherford County, Tennessee, Edwin M. Nevils and wife, M. Rebecca Nevils transferred and conveyed unto the City of Lavergne, a Municipal Corporation of the State of Tennessee, its successors and assigns, a perpetual right-of-way and easement along and through the property of the Grantors for the purpose of constructing and maintaining underground public utilities, especially a proposed sewer line, and;

WHEREAS, by Exhibit 1 attached to the document of record in Deed Book 340, page 565 the easement was described as being 15 feet in width; the center line of which was described by metes and bounds and;

WHEREAS, subsequent to the granting of the above referenced easement a sewer pipeline was installed by the City of Lavergne across the property of Edwin M. Nevils and wife, and;

WHEREAS, subsequent to the installation of the sewer pipe a survey was performed by Robert E. Francis, registered land surveyor, which located the existence of the present sewer line and it appears that the description contained in the original easement was in error or at least the pipeline is installed outside the boundaries of the original easement and;

WHEREAS, it is the desire of all parties to clearly define the location of the easement along the route of the existing sewer pipe and thereby clarify any misunderstanding regarding its location.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the benefits flowing to the City of Lavergne, by correction of the description of the original easement and in consideration of removing the cloud on the title as a result of the description contained in that instrument of record in Deed Book 340, page 565 of the Register's Office of Rutherford County, Tennessee, the parties agree to the following:

1. The City of Lavergne shall have a permanent utility easement and right-of-way subject to all of the conditions previously described in instrument of record in Deed Book 340, page 565 which easement shall be expressly limited to

an area being 7 1/2 feet on either side of the center line of an existing sewer line which has been installed across the property of Edwin M. Nevils and wife, and which easement is shown on survey performed by Robert E. Francis, registered land surveyor, dated October 9, 1986.

2. The City of Lavergne shall have no other rights upon any other property of Edwin M. Nevils and wife, except for the area above described.

It is the intention of the parties that the description contained in that document of record in Deed Book 340, page 565 is hereby amended to conform to the actual location of the existing pipeline. All other terms and conditions of the easement of record in Deed Book 340, page 565 remain unchanged.

WITNESS OUR HANDS this 9th & 10th day of December, 1986.

CITY OF LAVERGNE

BY: Vester Waldron
MAYOR

OWNERS OF PROPERTY

Edwin M Nevils
EDWIN M. NEVILS

M Rebecca Nevils
M. REBECCA NEVILS

STATE OF TENNESSEE)
)
COUNTY OF RUTHERFORD)

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within-named EDWIN M. NEVILS and wife, M. REBECCA NEVILS the bargainors with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence to be the persons named); and who acknowledged that they executed the foregoing (CORRECTION OF EASEMENT) instrument for the purposes therein contained.

WITNESS MY HAND and official seal in Lavergne, Tennessee, this 10th day of December, 1986.

John C. Keasy
NOTARY PUBLIC

My Commission Expires: 9-10-89

STATE OF TENNESSEE)
)
COUNTY OF RUTHERFORD)

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named BUFORD VESTER WALDRON, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence to be the person named); and who upon oath acknowledged himself to be the Mayor of the City of Lavergne, a Municipal Corporation, and that he as such Mayor, being authorized so to do, executed the foregoing (CORRECTION OF EASEMENT) instrument for the purposes therein contained by signing the name of the Municipal Corporation by the said BUFORD VESTER WALDRON as Mayor.

WITNESS MY HAND and official seal in LAVERGNE, Tennessee, this 9 day of DECEMBER, 1986.

NOTARY PUBLIC

My Commission Expires: 2-22-90

RECORDING FEE 12.00
STATE TAX
REGISTER'S FEE
TOTAL PAID 12.00
RECEIPT NO. 178647

STATE OF TENNESSEE
RUTHERFORD COUNTY
OFFICE OF THE REGISTER Dec 11 19 86
I, HOMER JONES, REGISTER DO CERTIFY THAT THE FOREGOING INSTRUMENT AND CERTIFICATE ARE REGISTERED IN MY SAID OFFICE IN BOOK NO. 373 PAGE NO 558 AND THAT THEY WERE RECEIVED Dec 11 19 8 AT 1:05 O'CLOCK P M AND ENTERED IN NOTE BOOK 33 PAGE 285.

HOMER JONES, Register
By Evelyn Asbury Dep. Reg.

ITEM REPORT

Board of Mayor and Aldermen

Date: March 3, 2026

Item #: 8.	**Resolution #2026-09** - A Resolution of the City of La Vergne Board of Mayor and Aldermen to Declare Property Owned by the City to be Surplus to the City's Needs and Directing Disposal of the Same.		
Department:	City Administrator	**Presented By:**	Bruce Richardson
Item Attachments:	1. Resolution #2026-09		

Purpose:
This resolution will authorize items to be declared as surplus to the city's needs and to be placed on GovDeals for public auction.

Background:
In Section 1 of the resolution, we have several items from old Finance Department area in City Hall, mostly consisting of furniture and chairs that are no longer needed. The furniture from the old Executive Assistant's office is also included as well as some filing cabinets that were moved over to the new Public Works/Community Development Services facility.

In Section 3 of the resolution, the Police Department has 33 weapons that have been awarded to the City. Attached to this resolution is a list of weapons that have been authorized for disposal. The City typically trades weapons in for new weapons for the department or for accessories or ammunition. We cannot auction these on GovDeals because we can only sell or trade them to a licensed firearms dealer. There is a quote attached from Craig's Firearm Supply, Inc. with an offer to trade the firearms for store credit.

Financial Summary:
It is unknown how much the city will receive from the public auction of the items that will be placed on GovDeals. The trade of the weapons to Craig's Firearm Supply, Inc. would save the city $2,650 that would have been spent on weapons, accessories or ammunition.

Staff Recommendation:
Staff recommends approval.

RESOLUTION #2026-09

A RESOLUTION OF THE CITY OF LA VERGNE BOARD OF MAYOR AND ALDERMEN TO DECLARE PROPERTY OWNED BY THE CITY TO BE SURPLUS TO THE CITY'S NEEDS AND DIRECTING DISPOSAL OF THE SAME.

WHEREAS, the City of La Vergne has identified various items of city-owned property as being surplus to the needs of the city and has determined it to be in the public interest to offer them for sale or destruction.

NOW, THEREFORE, BE IT RESOLVED BY THE LA VERGNE BOARD OF MAYOR AND ALDERMEN, AS FOLLOWS:

Section 1. Property declared surplus to the needs of the city government. The following described property is hereby declared to be of low value and surplus to the needs of the city.

Item	Description	VIN / Serial Number
Finance Department		
Mail Divider	Light grey 24 slot plastic mail divider.	N/A
2 Drawer File Cabinet	Light grey 2 drawer file cabinets. Handles broken.	N/A
U Shaped Desk	"Cherry" wood u shaped desk with hutch.	N/A
U Shaped Desk	Hon "Pine" wood u shaped desk with hutch.	N/A
2 4-Drawer File Cabinet	Light grey 4 drawer file cabinets.	N/A
2 Large Storage Cabinets/Shredder Box/Misc Supplies	2 light grey large storage cabinets. Keypad storage unit is full of misc. office supplies.	N/A
Ergonomic Chair	Black Ergonomic Chair. Arm rests are damaged.	N/A
U Shaped Desk	"Cherry" wood u shaped desk with hutch and monitor riser.	N/A
2 Small 3 Drawer File Cabinets	2 light grey 3 drawer file cabinets. Possible wear to drawers.	N/A
Corner Desk w/Standalone Desk Piece	Hon "Pine" wood L shaped corner desk with hutch and standalone desk. Normal wear with drawers requiring adjustment.	N/A
2 2 Drawer File Cabinets	Light grey 2 drawer file cabinets.	N/A

U Shaped Desk	“Cherry” wood plastic u shaped desk with hutch and monitor riser.	N/A
5 Shelf Bookshelf	“Cherry” wood 5 shelf bookshelf.	
4 Drawer Lateral File Cabinet	Light tan 4 drawer lateral file cabinet.	N/A
5 Office Chairs and 5 Shelf Bookshelf	1 black conference chair, 2 brown cloth chairs, 1 grey cloth chair, and 1 stationary blue cloth chair.	N/A
Round Conference Table	“Cherry” wood round conference table.	N/A
5 Office Chairs	5 black office chairs, 2 mesh, 2 leather, 1 cloth.	N/A
Conference Room Chair	1 black conference room chair.	N/A
City Administration Department		
Executive Office Desk	Miller Desk, Inc. Executive Office Desk; Mahogany color; Minor scratches, dings, etc.,	N/A
Computer Credenza	Miller Desk, Inc. Computer Credenza; Mahogany color; minor scratches, dings, etc., missing drawer hardware	N/A
Office Chair	Westcliffe Chair, Model 50219; manufactured in 2022; normal wear and tear.	N/A
Public Works / Community Development Services		
6 Metal File Cabinets	4 black file cabinets, 2 beige, all are rusted bent, missing handles, with some drawers not fully opening.	N/A

Section 2. City Administrator directed to dispose of surplus property. In compliance with Section 11.05 of the City of La Vergne Purchasing Policy (Ordinance #2023-01), the City is hereby directed to conduct a public auction for the sale of the surplus items enumerated in Section 1 of this Resolution. If said auction does not result in an acceptable bid, the City Administrator is authorized to sell any unsold items of surplus property for scrap, or at his option, have the items disposed of as solid waste.

Section 3. Property declared surplus to the needs of the city government. The following described property is hereby declared to be of low value and surplus to the needs of the city.

Item	Description	VIN / Serial Number
Police Department		
1 Lot of Seized Weapons	Seized and awarded weapons. (See attached list.)	N/A

Section 4. City Administrator directed to dispose of surplus property. In compliance with Section 11.05 of the City of La Vergne Purchasing Policy (Ordinance #2023-01), the City Administrator is hereby authorized to allow the items enumerated in Section 3 of this Resolution to be traded to a licensed gun dealer as a credit toward a future purchase of weapons and/or accessories needed by the Police Department.

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

Resolved this the 3rd day of March, 2026.

CITY OF LA VERGNE, TENNESSEE

_____
Jason Cole, Mayor

ATTEST:

_____
Joshua Miller, City Recorder

CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

If you have any general items that are no longer needed in your department and you wish to sell them as surplus property, please use this form. If you have a vehicle, there is a separate form to fill out. Please return this form to both the Purchasing Agent and the City Administrator to have the item(s) placed on the city council agenda for approval. **Please complete all sections.**

Item Description:

Year:	Manufacturer:	Model #:
Serial Number:		
Description of Use: Mail divider		
Color: light gray	Size (L x W x H):	
Material: ☐ Cloth ☐ Vinyl ☐ Leather ☐ Metal ☒ Plastic ☒ Wood ☐ Rubber		

Working Condition:

☐ Operable	☐ NOT Operable	☐ Parts Only	☐ Needs Repair	☐ Unknown Condition
# of Hours:	Equipment was maintained every:		☐ Hours	☐ Days
Damage:	☐ Major Damage	☐ Minor Damage		
Explain Damage or Repairs Needed:				

Hazardous Material:

Could this property be a hazard for the city to sell?	☐ Yes	☒ No
If yes, should this property be sold for Scrap or Solid Waste?	☐ Scrap	☐ Solid Waste

Sale Information:

Reason property is no longer needed:	Department moved to the CDS/Public Works Building
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	5093 Murfreesboro Rd La Vergne Tn.30786
For more information, contact:	Felicia Anderson 615-287-8645

Department Information:

Your Name: Felicia Anderson	Department: Finance
Signature: Felicia Anderson	Date: 2/5/24

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution #_____ Date: _____

Disposition of Property: ☐ Online Auction ☐ Sold for Scrap ☐ Disposed as Solid Waste

Listed for Online Auction on: _____ Date Sold: _____ Winning Bid Price: $_____

IMG. 0006 HEIC

CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

If you have any general items that are no longer needed in your department and you wish to sell them as surplus property, please use this form. If you have a vehicle, there is a separate form to fill out. Please return this form to both the Purchasing Agent and the City Administrator to have the item(s) placed on the city council agenda for approval. **Please complete all sections.**

Item Description:

Year:	Manufacturer:	Model #:
Serial Number:		
Description of Use: 2- small file cabinets		
Color: light gray	Size (L x W x H):	
Material: ☐ Cloth ☐ Vinyl ☐ Leather ■ Metal ☐ Plastic ☐ Wood ☐ Rubber		

Working Condition:

☐ Operable	☐ NOT Operable	☐ Parts Only	☐ Needs Repair	■ Unknown Condition
# of Hours:	Equipment was maintained every:		☐ Hours	☐ Days
Damage:	■ Major Damage	☐ Minor Damage		
Explain Damage or Repairs Needed: broken handles 2-Drawers				

Hazardous Material:

Could this property be a hazard for the city to sell?	☐ Yes	■ No
If yes, should this property be sold for Scrap or Solid Waste?	☐ Scrap	☐ Solid Waste

Sale Information:

Reason property is no longer needed:	Department moved to the CDS/Public Works Building
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	5093 Murfreesboro Rd La Vergne Tn.30786
For more information, contact:	Felicia Anderson 615-287-8645

Department Information:

Your Name: Felicia Anderson	Department: Finance
Signature: Felicia Anderson	Date: 2/5/26

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution #_____ Date: _____

Disposition of Property: ☐ Online Auction ☐ Sold for Scrap ☐ Disposed as Solid Waste

Listed for Online Auction on: _____ Date Sold: _____ Winning Bid Price: $_____

IMG.0010.HEIC
in middle of Finance Area

CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

If you have any general items that are no longer needed in your department and you wish to sell them as surplus property, please use this form. If you have a vehicle, there is a separate form to fill out. Please return this form to both the Purchasing Agent and the City Administrator to have the item(s) placed on the city council agenda for approval. **Please complete all sections.**

Item Description:

Year:	Manufacturer:	Model #:
Serial Number:		
Description of Use: U shaped desk		
Color: cherry stain	Size (L x W x H):	
Material: ☐ Cloth ☐ Vinyl ☐ Leather ☐ Metal ☐ Plastic ■ Wood ☐ Rubber		

Working Condition:

☐ Operable	☐ NOT Operable	☐ Parts Only	☐ Needs Repair	■ Unknown Condition
# of Hours:	Equipment was maintained every:		☐ Hours	☐ Days
Damage:	☐ Major Damage	☐ Minor Damage		
Explain Damage or Repairs Needed:				

Hazardous Material:

Could this property be a hazard for the city to sell?	☐ Yes	■ No
If yes, should this property be sold for Scrap or Solid Waste?	☐ Scrap	☐ Solid Waste

Sale Information:

Reason property is no longer needed:	Department moved to the CDS/Public Works Building
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	5093 Murfreesboro Rd La Vergne Tn.30786
For more information, contact:	Felicia Anderson 615-287-8645

Department Information:

Your Name: Felicia Anderson	Department: Finance
Signature: Felicia Anderson	Date: 2/5/26

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution #_____ Date: _____

Disposition of Property: ☐ Online Auction ☐ Sold for Scrap ☐ Disposed as Solid Waste

Listed for Online Auction on: _____ Date Sold: _____ Winning Bid Price: $_____

IMG.0009 HEIC (in middle of Finance area)

LA VERGNE

CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

If you have any general items that are no longer needed in your department and you wish to sell them as surplus property, please use this form. If you have a vehicle, there is a separate form to fill out. Please return this form to both the Purchasing Agent and the City Administrator to have the item(s) placed on the city council agenda for approval. **Please complete all sections.**

Item Description:

Year:	Manufacturer: Hon	Model #:
Serial Number:		
Description of Use: U shaped desk with hutch		
Color: Oak	Size (L x W x H):	
Material: ☐ Cloth ☐ Vinyl ☐ Leather ☐ Metal ☐ Plastic ■ Wood ☐ Rubber		

Working Condition:

☐ Operable	☐ NOT Operable	☐ Parts Only	☐ Needs Repair	☐ Unknown Condition
# of Hours:	Equipment was maintained every:		☐ Hours	☐ Days
Damage:	☐ Major Damage	☐ Minor Damage		
Explain Damage or Repairs Needed:				

Hazardous Material:

Could this property be a hazard for the city to sell?	☐ Yes	■ No
If yes, should this property be sold for Scrap or Solid Waste?	☐ Scrap	☐ Solid Waste

Sale Information:

Reason property is no longer needed:	Department moved to the CDS/Public Works Building
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	5093 Murfreesboro Rd La Vergne Tn.30786
For more information, contact:	Felicia Anderson 615-287-8645

Department Information:

Your Name: Felicia Anderson	Department: Finance
Signature: Felicia Anderson	Date: 2/4/26

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution #_____ Date: _____

Disposition of Property: ☐ Online Auction ☐ Sold for Scrap ☐ Disposed as Solid Waste

Listed for Online Auction on: _____ Date Sold: _____ Winning Bid Price: $_____

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CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

If you have any general items that are no longer needed in your department and you wish to sell them as surplus property, please use this form. If you have a vehicle, there is a separate form to fill out. Please return this form to both the Purchasing Agent and the City Administrator to have the item(s) placed on the city council agenda for approval. **Please complete all sections.**

Item Description:

Year:	Manufacturer:	Model #:
Serial Number:		
Description of Use: 2- 4 drawer file cabinets		
Color:	Size (L x W x H):	
Material: ☐ Cloth ☐ Vinyl ☐ Leather ■ Metal ☐ Plastic ☐ Wood ☐ Rubber		

Working Condition:

☐ Operable	☐ NOT Operable	☐ Parts Only	☐ Needs Repair	■ Unknown Condition
# of Hours:	Equipment was maintained every:		☐ Hours	☐ Days
Damage:	☐ Major Damage	☐ Minor Damage		
Explain Damage or Repairs Needed:				

Hazardous Material:

Could this property be a hazard for the city to sell?	☐ Yes	■ No
If yes, should this property be sold for Scrap or Solid Waste?	☐ Scrap	☐ Solid Waste

Sale Information:

Reason property is no longer needed:	Department moved to the CDS/Public Works Building
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	5093 Murfreesboro Rd La Vergne Tn.30786
For more information, contact:	Felicia Anderson 615-287-8645

Department Information:

Your Name: Felicia Anderson	Department: Finance
Signature: Felicia Anderson	Date: 2/5/26

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution #_____ Date: _____

Disposition of Property: ☐ Online Auction ☐ Sold for Scrap ☐ Disposed as Solid Waste

Listed for Online Auction on: _____ Date Sold: _____ Winning Bid Price: $_____

IMG.0017 HEIC

A - C
D - H
I - M
N - Q
R - S
T - V
W - Z

CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

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Item Description:

Year:	Manufacturer:	Model #:
Serial Number:		
Description of Use: 2-large storage cabinets / Shredder box has part of a shelving unit misc. supplies in tall storage cabinet		
Color: Cherry stain	Size (L x W x H):	
Material: ☐ Cloth ☐ Vinyl ☐ Leather ■ Metal ■ Plastic ☐ Wood ☐ Rubber		

Working Condition:

☐ Operable	☐ NOT Operable	☐ Parts Only	☐ Needs Repair	■ Unknown Condition
# of Hours:	Equipment was maintained every:		☐ Hours	☐ Days
Damage:	☐ Major Damage	☐ Minor Damage		
Explain Damage or Repairs Needed:				

Hazardous Material:

Could this property be a hazard for the city to sell?	☐ Yes	■ No
If yes, should this property be sold for Scrap or Solid Waste?	☐ Scrap	☐ Solid Waste

Sale Information:

Reason property is no longer needed:	Department moved to the CDS/Public Works Building
Current Estimated Value:	
Suggested Minimum Sale Price:	50.00
Location of Property:	5093 Murfreesboro Rd La Vergne Tn.30786
For more information, contact:	Felicia Anderson 615-287-8645

Department Information:

Your Name: Felicia Anderson	Department: Finance
Signature: Felicia Anderson	Date: 2/5/26

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution #_____ Date: _____

Disposition of Property: ☐ Online Auction ☐ Sold for Scrap ☐ Disposed as Solid Waste

Listed for Online Auction on: _____ Date Sold: _____ Winning Bid Price: $_____

IMG0013 HEIC & IMG0014

Empty
0521
0521
0521

COPY PAPER
92
20 lb.
8½" x 11"
5000
25 Hanging Folders
Small

CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

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Item Description:

Year:	Manufacturer:	Model #:
Serial Number:		
Description of Use: Ergonomic Chair		
Color: black	Size (L x W x H):	
Material: ☒ Cloth ☒ Vinyl ☐ Leather ☐ Metal ☐ Plastic ☐ Wood ☐ Rubber		

Working Condition:

☐ Operable	☐ NOT Operable	☐ Parts Only	☒ Needs Repair	☐ Unknown Condition
# of Hours:	Equipment was maintained every:		☐ Hours	☐ Days
Damage:	☐ Major Damage	☒ Minor Damage		
Explain Damage or Repairs Needed: arm rest are damaged				

Hazardous Material:

Could this property be a hazard for the city to sell?	☐ Yes	☒ No
If yes, should this property be sold for Scrap or Solid Waste?	☐ Scrap	☐ Solid Waste

Sale Information:

Reason property is no longer needed:	Department moved to the CDS/Public Works Building
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	5093 Murfreesboro Rd La Vergne Tn.30786
For more information, contact:	Felicia Anderson 615-287-8645

Department Information:

Your Name: Felicia Anderson	Department: Finance
Signature: Felicia Anderson	Date: 2/5/26

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution #_____ Date: _____

Disposition of Property: ☐ Online Auction ☐ Sold for Scrap ☐ Disposed as Solid Waste

Listed for Online Auction on: _____ Date Sold: _____ Winning Bid Price: $_____

IMG-0001.HEC

CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

If you have any general items that are no longer needed in your department and you wish to sell them as surplus property, please use this form. If you have a vehicle, there is a separate form to fill out. Please return this form to both the Purchasing Agent and the City Administrator to have the item(s) placed on the city council agenda for approval. **Please complete all sections.**

Item Description:

Year:	Manufacturer:	Model #:
Serial Number:		
Description of Use: L-shaped desk with hutch		
Color: Cherry stain	Size (L x W x H):	
Material: ☐ Cloth ☐ Vinyl ☐ Leather ☐ Metal ☐ Plastic ■ Wood ☐ Rubber		

Working Condition:

☐ Operable	☐ NOT Operable	☐ Parts Only	☐ Needs Repair	■ Unknown Condition
# of Hours:	Equipment was maintained every:		☐ Hours	☐ Days
Damage:	☐ Major Damage	■ Minor Damage		
Explain Damage or Repairs Needed:				

Hazardous Material:

Could this property be a hazard for the city to sell?	☐ Yes	■ No
If yes, should this property be sold for Scrap or Solid Waste?	☐ Scrap	☐ Solid Waste

Sale Information:

Reason property is no longer needed:	Department moved to the CDS/Public Works Building
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	5093 Murfreesboro Rd La Vergne Tn.30786
For more information, contact:	Felicia Anderson 615-287-8645

Department Information:

Your Name: Felicia Anderson	Department: Finance
Signature: Felicia Anderson	Date: 2/5/26

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution #_____ Date: _____

Disposition of Property: ☐ Online Auction ☐ Sold for Scrap ☐ Disposed as Solid Waste

Listed for Online Auction on: _____ Date Sold: _____ Winning Bid Price: $_____

IMG.0012.HEIC

CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

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Item Description:

Year:	Manufacturer:	Model #:
Serial Number:		
Description of Use: 2- small file cabinets		
Color: light gray	Size (L x W x H):	
Material: ☐ Cloth ☐ Vinyl ☐ Leather ■ Metal ☐ Plastic ☐ Wood ☐ Rubber		

Working Condition:

☐ Operable	☐ NOT Operable	☐ Parts Only	☐ Needs Repair	☐ Unknown Condition
# of Hours:	Equipment was maintained every:		☐ Hours	☐ Days
Damage:	☐ Major Damage	☐ Minor Damage		
Explain Damage or Repairs Needed: possible wear				

Hazardous Material:

Could this property be a hazard for the city to sell?	☐ Yes	■ No
If yes, should this property be sold for Scrap or Solid Waste?	☐ Scrap	☐ Solid Waste

Sale Information:

Reason property is no longer needed:	Department moved to the CDS/Public Works Building
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	5093 Murfreesboro Rd La Vergne Tn.30786
For more information, contact:	Felicia Anderson 615-287-8645

Department Information:

Your Name: Felicia Anderson	Department: Finance
Signature: Felicia Anderson	Date: 2/5/26

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution #_____ Date: _____

Disposition of Property: ☐ Online Auction ☐ Sold for Scrap ☐ Disposed as Solid Waste

Listed for Online Auction on: _____ Date Sold: _____ Winning Bid Price: $_____

IMG. 0002 HEIC

CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

If you have any general items that are no longer needed in your department and you wish to sell them as surplus property, please use this form. If you have a vehicle, there is a separate form to fill out. Please return this form to both the Purchasing Agent and the City Administrator to have the item(s) placed on the city council agenda for approval. **Please complete all sections.**

Item Description:

Year:	Manufacturer: Hon	Model #:
Serial Number:		
Description of Use: Large desk several pieces with hutch		
Color: light gray	Size (L x W x H):	
Material: ☐ Cloth ☐ Vinyl ☐ Leather ■ Metal ☐ Plastic ☐ Wood ☐ Rubber		

Working Condition:

☐ Operable	☐ NOT Operable	☐ Parts Only	☐ Needs Repair	☐ Unknown Condition
# of Hours:	Equipment was maintained every:		☐ Hours	☐ Days
Damage:	☐ Major Damage	☐ Minor Damage		
Explain Damage or Repairs Needed: normal wear, drawers need adjusting				

Hazardous Material:

Could this property be a hazard for the city to sell?	☐ Yes	■ No
If yes, should this property be sold for Scrap or Solid Waste?	☐ Scrap	☐ Solid Waste

Sale Information:

Reason property is no longer needed:	Department moved to the CDS/Public Works Building
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	5093 Murfreesboro Rd La Vergne Tn.30786
For more information, contact:	Felicia Anderson 615-287-8645

Department Information:

Your Name: Felicia Anderson	Department: Finance
Signature: Felicia Anderson	Date: 2/5/26

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution #_____ Date: _____

Disposition of Property: ☐ Online Auction ☐ Sold for Scrap ☐ Disposed as Solid Waste

Listed for Online Auction on: _____ Date Sold: _____ Winning Bid Price: $_____

IMG 0038EIC+ 0005

CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

If you have any general items that are no longer needed in your department and you wish to sell them as surplus property, please use this form. If you have a vehicle, there is a separate form to fill out. Please return this form to both the Purchasing Agent and the City Administrator to have the item(s) placed on the city council agenda for approval. **Please complete all sections.**

Item Description:

Year:	Manufacturer:	Model #:
Serial Number:		
Description of Use: 2- small 2 drawer file cabinets with metal handles		
Color: light gray	Size (L x W x H):	
Material: ☐ Cloth ☐ Vinyl ☐ Leather ■ Metal ☐ Plastic ☐ Wood ☐ Rubber		

Working Condition:

☐ Operable	☐ NOT Operable	☐ Parts Only	☐ Needs Repair	■ Unknown Condition
# of Hours:	Equipment was maintained every:		☐ Hours	☐ Days
Damage:	☐ Major Damage	■ Minor Damage		
Explain Damage or Repairs Needed:				

Hazardous Material:

Could this property be a hazard for the city to sell?	☐ Yes	■ No
If yes, should this property be sold for Scrap or Solid Waste?	☐ Scrap	☐ Solid Waste

Sale Information:

Reason property is no longer needed:	Department moved to the CDS/Public Works Building
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	5093 Murfreesboro Rd La Vergne Tn.30786
For more information, contact:	Felicia Anderson 615-287-8645

Department Information:

Your Name: Felicia Anderson	Department: Finance
Signature: Felicia Anderson	Date: 2/5/26

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution #_____ Date: _____

Disposition of Property: ☐ Online Auction ☐ Sold for Scrap ☐ Disposed as Solid Waste

Listed for Online Auction on: _____ Date Sold: _____ Winning Bid Price: $_____

Image 0471

CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

If you have any general items that are no longer needed in your department and you wish to sell them as surplus property, please use this form. If you have a vehicle, there is a separate form to fill out. Please return this form to both the Purchasing Agent and the City Administrator to have the item(s) placed on the city council agenda for approval. **Please complete all sections.**

Item Description:

Year:	Manufacturer:	Model #:
Serial Number:		
Description of Use: U shaped Desk		
Color: Cherry stain	Size (L x W x H):	
Material: ☐ Cloth ☐ Vinyl ☐ Leather ☐ Metal ■ Plastic ■ Wood ☐ Rubber		

Working Condition:

☐ Operable	☐ NOT Operable	☐ Parts Only	☐ Needs Repair	■ Unknown Condition
# of Hours:	Equipment was maintained every:		☐ Hours	☐ Days
Damage:	☐ Major Damage	☐ Minor Damage		
Explain Damage or Repairs Needed:				

Hazardous Material:

Could this property be a hazard for the city to sell?	☐ Yes	■ No
If yes, should this property be sold for Scrap or Solid Waste?	☐ Scrap	☐ Solid Waste

Sale Information:

Reason property is no longer needed:	Department moved to the CDS/Public Works Building
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	5093 Murfreesboro Rd
For more information, contact:	Felicia Anderson 615-287-8645

Department Information:

Your Name: Felicia Anderson	Department: Finance
Signature: Felicia Anderson	Date: 2/5/26

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution #_____ Date: _____

Disposition of Property: ☐ Online Auction ☐ Sold for Scrap ☐ Disposed as Solid Waste

Listed for Online Auction on: _____ Date Sold: _____ Winning Bid Price: $_____

IMG.0019 HEIC

CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

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Item Description:

Year:	Manufacturer:	Model #:
Serial Number:		
Description of Use: Cherry stained bookcase		
Color: Cherry stain	Size (L x W x H):	
Material: ☐ Cloth ☐ Vinyl ☐ Leather ☐ Metal ☐ Plastic ■ Wood ☐ Rubber		

Working Condition:

☐ Operable	☐ NOT Operable	☐ Parts Only	☐ Needs Repair	■ Unknown Condition
# of Hours:	Equipment was maintained every:			☐ Hours ☐ Days
Damage:	☐ Major Damage	☐ Minor Damage		
Explain Damage or Repairs Needed:				

Hazardous Material:

Could this property be a hazard for the city to sell?	☐ Yes	■ No
If yes, should this property be sold for Scrap or Solid Waste?	☐ Scrap	☐ Solid Waste

Sale Information:

Reason property is no longer needed:	Department moved to the CDS/Public Works Building
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	5093 Murfreesboro Rd La Vergne Tn.30786
For more information, contact:	Felicia Anderson 615-287-8645

Department Information:

Your Name: Felicia Anderson	Department: Finance
Signature: Felicia Anderson	Date: 2/5/26

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution #_____ Date: _____

Disposition of Property: ☐ Online Auction ☐ Sold for Scrap ☐ Disposed as Solid Waste

Listed for Online Auction on: _____ Date Sold: _____ Winning Bid Price: $_____

IMG.0016HEIC

CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

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Item Description:

Year:	Manufacturer:	Model #:
Serial Number:		
Description of Use: lateral file cabinet		
Color: light tan	Size (L x W x H):	
Material: ☐ Cloth ☐ Vinyl ☐ Leather ■ Metal ☐ Plastic ☐ Wood ☐ Rubber		

Working Condition:

☐ Operable	☐ NOT Operable	☐ Parts Only	☐ Needs Repair	■ Unknown Condition
# of Hours:	Equipment was maintained every:		☐ Hours	☐ Days
Damage:	☐ Major Damage	☐ Minor Damage		
Explain Damage or Repairs Needed:				

Hazardous Material:

Could this property be a hazard for the city to sell?	☐ Yes	■ No
If yes, should this property be sold for Scrap or Solid Waste?	☐ Scrap	☐ Solid Waste

Sale Information:

Reason property is no longer needed:	Department moved to the CDS/Public Works Building
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	5093 Murfreesboro Rd La Vergne Tn.30786
For more information, contact:	Felicia Anderson 615-287-8645

Department Information:

Your Name: Felicia Anderson	Department: Finance
Signature: Felicia Anderson	Date: 2/5/26

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution #_____ Date: _____

Disposition of Property: ☐ Online Auction ☐ Sold for Scrap ☐ Disposed as Solid Waste

Listed for Online Auction on: _____ Date Sold: _____ Winning Bid Price: $_____

IMG.0020 HEIC

CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

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Item Description:

Year:	Manufacturer:	Model #:
Serial Number:		
Description of Use: 5 Chairs and cherry stained book case		
Color: Cherry stain	Size (L x W x H):	
Material: ☒ Cloth ☒ Vinyl ☐ Leather ☐ Metal ☒ Plastic ☐ Wood ☐ Rubber		

Working Condition:

☐ Operable	☐ NOT Operable	☐ Parts Only	☐ Needs Repair	☒ Unknown Condition
# of Hours:	Equipment was maintained every:		☐ Hours	☐ Days
Damage:	☐ Major Damage	☐ Minor Damage		
Explain Damage or Repairs Needed:				

Hazardous Material:

Could this property be a hazard for the city to sell?	☐ Yes	☒ No
If yes, should this property be sold for Scrap or Solid Waste?	☐ Scrap	☐ Solid Waste

Sale Information:

Reason property is no longer needed:	Department moved to the CDS/Public Works Building
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	5093 Murfreesboro Rd
For more information, contact:	Felicia Anderson 615-287-8645

Department Information:

Your Name: Felicia Anderson	Department: Finance
Signature: Felicia Anderson	Date: 2/5/26

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution #_____ Date: _____

Disposition of Property: ☐ Online Auction ☐ Sold for Scrap ☐ Disposed as Solid Waste

Listed for Online Auction on: _____ Date Sold: _____ Winning Bid Price: $_____

IMG.0021, 0022, 0023 HEIC

CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

If you have any general items that are no longer needed in your department and you wish to sell them as surplus property, please use this form. If you have a vehicle, there is a separate form to fill out. Please return this form to both the Purchasing Agent and the City Administrator to have the item(s) placed on the city council agenda for approval. **Please complete all sections.**

Item Description:

Year:	Manufacturer:	Model #:
Serial Number:		
Description of Use: cherry stained small round conference table		
Color: cherry stained	Size (L x W x H):	
Material: ☐ Cloth ☐ Vinyl ☐ Leather ☐ Metal ☐ Plastic ■ Wood ☐ Rubber		

Working Condition:

☐ Operable	☐ NOT Operable	☐ Parts Only	☐ Needs Repair	■ Unknown Condition
# of Hours:	Equipment was maintained every:			☐ Hours ☐ Days
Damage:	☐ Major Damage	☐ Minor Damage		
Explain Damage or Repairs Needed:				

Hazardous Material:

Could this property be a hazard for the city to sell?	☐ Yes	■ No
If yes, should this property be sold for Scrap or Solid Waste?	☐ Scrap	☐ Solid Waste

Sale Information:

Reason property is no longer needed:	Department moved to the CDS/Public Works Building
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	5093 Murfreesboro Rd La Vergne Tn.30786
For more information, contact:	Felicia Anderson 615-287-8645

Department Information:

Your Name: Felicia Anderson	Department: Finance
Signature: Felicia Anderson	Date: 2/5/26

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution #_____ Date: _____

Disposition of Property: ☐ Online Auction ☐ Sold for Scrap ☐ Disposed as Solid Waste

Listed for Online Auction on: _____ Date Sold: _____ Winning Bid Price: $_____

IMG_0025.HEIC

CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

If you have any general items that are no longer needed in your department and you wish to sell them as surplus property, please use this form. If you have a vehicle, there is a separate form to fill out. Please return this form to both the Purchasing Agent and the City Administrator to have the item(s) placed on the city council agenda for approval. **Please complete all sections.**

Item Description:

Year:	Manufacturer:	Model #:
Serial Number:		
Description of Use: 5 Chairs all are black some ergonomic some conference style chairs 3 different photos for all of this lot.		
Color:	Size (L x W x H):	
Material: ■ Cloth ■ Vinyl ☐ Leather ☐ Metal ■ Plastic ☐ Wood ☐ Rubber		

Working Condition:

☐ Operable	☐ NOT Operable	☐ Parts Only	☐ Needs Repair	■ Unknown Condition
# of Hours:	Equipment was maintained every:		☐ Hours	☐ Days
Damage:	☐ Major Damage	☐ Minor Damage		
Explain Damage or Repairs Needed:				

Hazardous Material:

Could this property be a hazard for the city to sell?	☐ Yes	■ No
If yes, should this property be sold for Scrap or Solid Waste?	☐ Scrap	☐ Solid Waste

Sale Information:

Reason property is no longer needed:	Department moved to the CDS/Public Works Building
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	5093 Murfreesboro Rd
For more information, contact:	Felicia Anderson 615-287-8645

Department Information:

Your Name: Felicia Anderson	Department: Finance
Signature: Felicia Anderson	Date: 2/5/26

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution #_____ Date: _____

Disposition of Property: ☐ Online Auction ☐ Sold for Scrap ☐ Disposed as Solid Waste

Listed for Online Auction on: _____ Date Sold: _____ Winning Bid Price: $_____

Image 0472, 0473, & 0474

CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

If you have any general items that are no longer needed in your department and you wish to sell them as surplus property, please use this form. If you have a vehicle, there is a separate form to fill out. Please return this form to both the Purchasing Agent and the City Administrator to have the item(s) placed on the city council agenda for approval. **Please complete all sections.**

Item Description:

Year:	Manufacturer:	Model #:
Serial Number:		
Description of Use: Black conference room style chair		
Color: light gray	Size (L x W x H):	
Material: ☐ Cloth ■ Vinyl ☐ Leather ☐ Metal ☐ Plastic ■ Wood ☐ Rubber		

Working Condition:

☐ Operable	☐ NOT Operable	☐ Parts Only	☐ Needs Repair	☐ Unknown Condition
# of Hours:	Equipment was maintained every:		☐ Hours	☐ Days
Damage:	☐ Major Damage	■ Minor Damage		
Explain Damage or Repairs Needed:				

Hazardous Material:

Could this property be a hazard for the city to sell?	☐ Yes	■ No
If yes, should this property be sold for Scrap or Solid Waste?	☐ Scrap	☐ Solid Waste

Sale Information:

Reason property is no longer needed:	Department moved to the CDS/Public Works Building
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	5093 Murfreesboro Rd La Vergne Tn.30786
For more information, contact:	Felicia Anderson 615-287-8645

Department Information:

Your Name: Felicia Anderson	Department: Finance
Signature: Felicia Anderson	Date: 2/5/26

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution #_____ Date: _____

Disposition of Property: ☐ Online Auction ☐ Sold for Scrap ☐ Disposed as Solid Waste

Listed for Online Auction on: _____ Date Sold: _____ Winning Bid Price: $_____

IMG 0008 HEIC

CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

If you have any general items that are no longer needed in your department and you wish to sell them as surplus property, please use this form. If you have a vehicle, there is a separate form to fill out. Please return this form to both the Purchasing Agent and the City Administrator to have the item(s) placed on the city council agenda for approval. **Please complete all sections.**

Item Description:

Year: N/A	Manufacturer: Miller Desk, Inc	Model #: N/A
Serial Number: N/A		
Description of Use: Executive Office Desk		
Color: Mahogany	Size (L x W x H): 72" x 36" x 30"	
Material: ☐ Cloth ☐ Vinyl ☐ Leather ☐ Metal ☐ Plastic ■ Wood ☐ Rubber		

Working Condition:

■ Operable	☐ NOT Operable	☐ Parts Only	☐ Needs Repair	■ Unknown Condition
# of Hours:	Equipment was maintained every:		☐ Hours	☐ Days
Damage:	☐ Major Damage	■ Minor Damage		
Explain Damage or Repairs Needed: Scratches, Dings, etc.				

Hazardous Material:

Could this property be a hazard for the city to sell?	☐ Yes	■ No
If yes, should this property be sold for Scrap or Solid Waste?	☐ Scrap	☐ Solid Waste

Sale Information:

Reason property is no longer needed:	Office moved to new building
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	City Hall, 5093 Murfreesboro Road, La Vergne, TN 37086
For more information, contact:	Bruce Richardson

Department Information:

Your Name: Bruce Richardson	Department: City Administrator
Signature:	Date:

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution #_____ Date: _____

Disposition of Property: ☐ Online Auction ☐ Sold for Scrap ☐ Disposed as Solid Waste

Listed for Online Auction on: _____ Date Sold: _____ Winning Bid Price: $_____

2025 YEARLY CALENDAR & PLANNER

Miller
P.O.Box HP-11 • 1212 Lincoln Drive
High Point, North Carolina • 27262

CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

If you have any general items that are no longer needed in your department and you wish to sell them as surplus property, please use this form. If you have a vehicle, there is a separate form to fill out. Please return this form to both the Purchasing Agent and the City Administrator to have the item(s) placed on the city council agenda for approval. **Please complete all sections.**

Item Description:

Year: N/A	Manufacturer: Miller Desk, Inc	Model #: N/A
Serial Number: N/A		
Description of Use: Computer Credenza		

Color:	Mahogany	Size (L x W x H):	66" x 20.5" x 30"
Material:	☐ Cloth ☐ Vinyl ☐ Leather ☐ Metal ☐ Plastic ■ Wood ☐ Rubber		

Working Condition:

■ Operable	☐ NOT Operable	☐ Parts Only	☐ Needs Repair	■ Unknown Condition
# of Hours:	Equipment was maintained every:		☐ Hours	☐ Days
Damage:	☐ Major Damage	■ Minor Damage		
Explain Damage or Repairs Needed: Scratches, Dings, etc., Missing drawer hardware				

Hazardous Material:

Could this property be a hazard for the city to sell?	☐ Yes	■ No
If yes, should this property be sold for Scrap or Solid Waste?	☐ Scrap	☐ Solid Waste

Sale Information:

Reason property is no longer needed:	Office moved to new building
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	City Hall, 5093 Murfreesboro Road, La Vergne, TN 37086
For more information, contact:	Bruce Richardson

Department Information:

Your Name: Bruce Richardson	Department: City Administrator
Signature:	Date:

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution #_____ Date: _____

Disposition of Property: ☐ Online Auction ☐ Sold for Scrap ☐ Disposed as Solid Waste

Listed for Online Auction on: _____ Date Sold: _____ Winning Bid Price: $_____

2025 YEARLY CALENDAR & PLAN

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GENERAL SURPLUS PROPERTY FORM

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Item Description:

Year: 2022	Manufacturer: Westcliffe Chair	Model #: 50219
Serial Number: N/A		
Description of Use: Office Chair		
Color: Brown	Size (L x W x H):	
Material: ☐ Cloth ☐ Vinyl ☒ Leather ☒ Metal ☒ Plastic ☐ Wood ☐ Rubber		

Working Condition:

☒ Operable	☐ NOT Operable	☐ Parts Only	☐ Needs Repair	☒ Unknown Condition
# of Hours:	Equipment was maintained every:		☐ Hours	☐ Days
Damage:	☐ Major Damage	☒ Minor Damage		
Explain Damage or Repairs Needed: Normal wear and tear				

Hazardous Material:

Could this property be a hazard for the city to sell?	☐ Yes	☒ No
If yes, should this property be sold for Scrap or Solid Waste?	☐ Scrap	☐ Solid Waste

Sale Information:

Reason property is no longer needed:	Office moved to new building
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	City Hall, 5093 Murfreesboro Road, La Vergne, TN 37086
For more information, contact:	Bruce Richardson

Department Information:

Your Name: Bruce Richardson	Department: City Administrator
Signature:	Date:

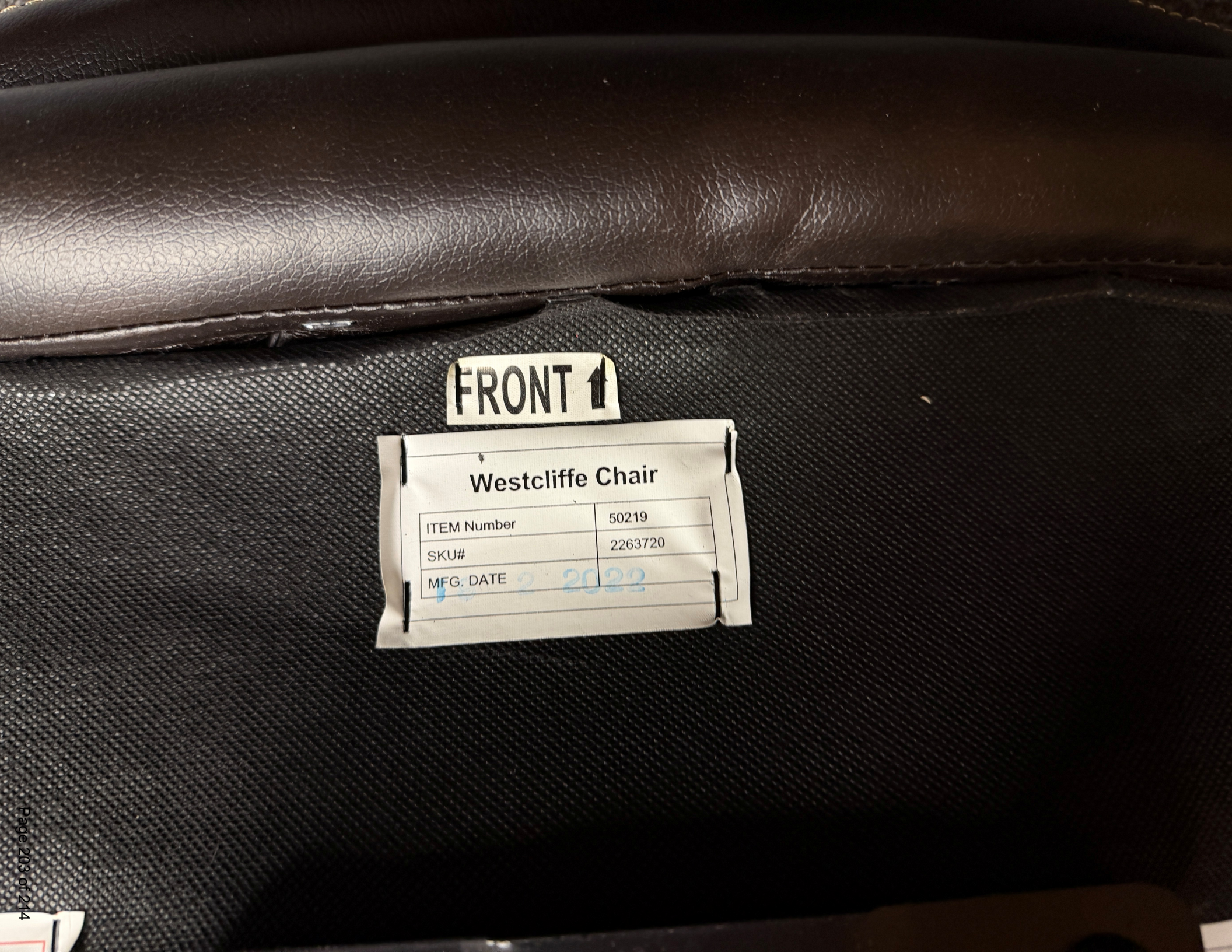
I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution #_____ Date: _____

Disposition of Property: ☐ Online Auction ☐ Sold for Scrap ☐ Disposed as Solid Waste

Listed for Online Auction on: _____ Date Sold: _____ Winning Bid Price: $_____


FRONT 1
Westcliffe Chair
ITEM Number
50219
SKU#
2263720
MFG. DATE
2022

CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

If you have any general items that are no longer needed in your department and you wish to sell them as surplus property, please use this form. If you have a vehicle, there is a separate form to fill out. Please return this form to both the Purchasing Agent and the City Administrator to have the item(s) placed on the city council agenda for approval. **Please complete all sections.**

Item Description:

Year:	Manufacturer:	Model #:
Serial Number:		
Description of Use: 6 Metal filing cabinets		
Color: 4 black, 2 beige	Size (L x W x H):	26.5x18x52 for 5; 26.5x14x46.75 for 1 black
Material: ☐ Cloth ☐ Vinyl ☐ Leather ■ Metal ☐ Plastic ☐ Wood ☐ Rubber		

Working Condition:

☐ Operable	☐ NOT Operable	☐ Parts Only	■ Needs Repair	☐ Unknown Condition
# of Hours:	Equipment was maintained every:		☐ Hours	☐ Days
Damage:	☐ Major Damage	■ Minor Damage		
Explain Damage or Repairs Needed: Rusted, bent, missing handles, some drawers don't open all the way.				

Hazardous Material:

Could this property be a hazard for the city to sell?	☐ Yes	■ No
If yes, should this property be sold for Scrap or Solid Waste?	☐ Scrap	☐ Solid Waste

Sale Information:

Reason property is no longer needed:	some of these are damaged and they are old
Current Estimated Value:	$20
Suggested Minimum Sale Price:	$10
Location of Property:	CDS Upstairs build out area
For more information, contact:	Juliet Williams 615-287-8611

Department Information:

Your Name: Juliet Williams	Department: Admin
Signature:	Date: 2/23/26

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution #_____ Date: _____

Disposition of Property: ☐ Online Auction ☐ Sold for Scrap ☐ Disposed as Solid Waste

Listed for Online Auction on: _____ Date Sold: _____ Winning Bid Price: $_____

A-B
C-E
J-M

	CASE NUMBER	MAKE	MODEL	SERIAL #	CALIBER	MAGAZINES	NOTES
1	19-018215	ASTRA	A-75	0900c	9		
2	20-014944	RUGER	10 22	822-60542	.22LR	Y	
3	20-017438	REMINGTON ARMS	1187 SPORTSMAN	CC98372F	12	N	
4	21-034246	TAURUS	PT58S	KHG07858	380	Y	
5	21-034246	SAR ARMS	SARB6P	T110213E08047	9	y	
6	21-035569	PALMETTO	PSAK47	AKB016175	7.62	Y	
7	21-036422	GLOCK	17	BTML527	9	Y	
8	22-002394	TAURUS	G2C	TLN39462	9	Y	
9	22-002922	TAURUS	PT111 G2	TKN10465	9	Y	
10	22-004920	CANIK	TP9	T6472-20 BC62979	9	Y	
11	22-020916	TAURUS	G2S	TMD50469	9	Y	
12	22-029138	IVER JOHNSON	NONE VISIBLE	P8200?	38	N	SEVERELY RUSTED
13	23-002600	RUGER	NONE LISTED	860-69019	9	Y	
14	23-002912	GLOCK	48	BMPV069	9	Y	
15	23-012871	TAURUS	G3	ABD471702	9	Y	
16	23-020522	GLOCK	48	BRLE155	9	Y	
17	23-024459	GLOCK	19	BRNT741	9	Y	
18	23-027828	GLOCK	43X	AFRM246	9	Y	
19	23-029164	SMITH & WESSON	SD9VE	FCM8643	9	Y	
20	23-030713	GLOCK	26	BFGK318	9	Y	
21	23-030713	DRACO	NAK9	RON2045274	9	Y	
22	24-001042	LORCIN	L380	421225	380	Y	
23	24-001270	SMITH & WESSON	M&P	NAS4189	9	Y	
24	24-001728	SMITH & WESSON	M&P	HRH4640	9	Y	
25	24-001820	KEL TEC	CAN'T READ IT	H9L25	380	Y	RUSTED
26	24-012496	NO MARKINGS OF	ANY KIND	NONE	9	Y	
27	24-017937	SPRINGFIELD ARMS	XD	XS640875	40	Y	
28	24-019185	SMITH & WESSON	SD40	FWM8768	40	Y	
29	24-025701	RUGER	P85	303-71187	9	N	
30	24-032400	SMITH & WESSON	SD40VE	FYR9765	40	Y	
31	25-001600	TAURUS	G2C	ACE845358	9	Y	
32	25-002231	SCCY	CPX-2	C495531	9	Y	
33	25-010794	RUGER	SR9C	334-09583	9	Y	

TN
MAB

Craig's Firearm Supply Inc.
Police Distributor

8761 Chapman Highway, Knoxville, TN 37920
Phone 865-573-4567 ~ Fax 865-573-0820
mattb@craigsfirearms.com

TO: **Sgt. Matt Moore** PHONE: _____

AGENCY: **Lavergne PD** EMAIL: mmoore@lavergnetn.gov

DATE: **02/10/26** Quote will be honored for **30** days.

A copy of this quote must accompany your purchase order.
EACH MANUFACTURER MUST HAVE A SEPARATE PURCHASE ORDER.

ALL REMINGTON PRODUCTS REQUIRE A SEPARATE PURCHASE ORDER FOR EACH LINE ITEM.

AGENCIES ARE RESPONSIBLE FOR ALL TAXES | ***AGENCY ORI*** **NUMBER MUST BE ON ALL PURCHASE ORDERS**

PART #	ITEM DESCRIPTION	PRICE	QTY.	EXT.
trade in	Confiscated Fireams	$2,650.00	-1	-$2,650.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
	***Agency is responsible for all trade items and freight to Craig's Firearms Supply Inc.**			$0.00
		TOTAL		**-$2,650.00**

AGENCY ACKNOWLEDGEMENT OF TERMS:

accept this quote as written

Agency representative's Signature: _____

Agency representative's printed name:
Please do not pay from this quote. Invoice will follow.

Please call with any questions about this quote.

Thank you,

Matt Brooke
Law Enforcement Sales
CELL:(865)414-4856

* Govt. agency prices do not include sales tax or FET where applicable
* Prices are due and payable NET 30 days for each invoice
* Trade-In pistols must be in good, serviceable working order
* Deductions made if trade-ins are damagedor not as specified
* Trade-In or exchange pistols must be complete with 3 magazines, working sights, and in original box, unless otherwise noted.
* Trade-In or exchange pistols must be turned in within 30 days after receipt of new Glock pistols.

ITEM REPORT

Board of Mayor and Aldermen

Date: March 3, 2026

Item #: 9.	**Resolution #2026-10** - A Resolution of the City of La Vergne, Tennessee, Expressing Opposition to any State-Imposed Cap on Municipal Property Taxes and Urging the City's Legislative Delegation to Oppose Legislation that would Limit Local Government Authority to Fund Services for its Residents.		
Department:	Legislative	**Presented By:**	Jason Cole
Item Attachments:	1. Resolution #2026-10		

Purpose:
This is a resolution to express opposition to proposed legislation that would put a local cap on future increases to our property tax rate.

Background:
The Tennessee General Assembly is considering legislation that would place a cap on local governments when they raise property taxes. The bills place that cap on local governments based on the inflation rate.

Several pieces of legislation are being proposed, but the most prominent bill, HB1873, would cap property tax increase at 2% above the inflation rate. It neglects to consider that local governments are not buying groceries and other retail items that go into determining the inflation rate or CPI. The City of La Vergne must pay staff, provide emergency services, pave repair streets, and seek bids from specialized vendors. The CPI is an extremely poor measure for the increased costs that cities must deal with. The bill does allow for a referendum as an option to raise property tax above the cap, but it greatly restricts when those referendums could be held. More than likely, local governments will miss deadlines for bids and contracts and projects would be delayed.

Some impacts of a state law limiting city funding in this manner would be:

- Difficulty responding to citizen requests for services;
- Possible cuts to core governmental services, including but not limited to, firefighting, crime prevention, improving roads and infrastructure, and maintaining parks;
- Removing city decisions and giving them to state office holders;
- Impairing the city's ability to respond to local conditions and emergencies;
- Create lower comparative salaries for emergency services personnel and other city employees;
- Reduced service levels for residents;
- Deferred maintenance of infrastructure;
- Lower bond ratings;
- Diminished public safety capacity;
- Increased reliance on fees or unfair revenue mechanisms;
- Difficulty replacing emergency vehicles;
- Encouraging local governments to build up unnecessary surpluses;
- Encourage governments to raise taxes before there is a need to raise taxes;

- Making state government bigger by adding an unnecessary regulation at a time when residents are demanding fewer government regulations; and
- Continuing the trend of transferring decisions away from the people most impacted by those decisions.

Financial Summary:
If the proposed legislation is approved by the state, the City's ability to meet the needs of our citizens would be impacted greatly. Funding for current and future projects would not be available.

Staff Recommendation:
Staff recommends approval.

RESOLUTION #2026-10

A RESOLUTION OF THE CITY OF LA VERGNE, TENNESSEE, EXPRESSING OPPOSITION TO ANY STATE-IMPOSED CAP ON MUNICIPAL PROPERTY TAXES AND URGING THE CITY'S LEGISLATIVE DELEGATION TO OPPOSE LEGISLATION THAT WOULD LIMIT LOCAL GOVERNMENT AUTHORITY TO FUND SERVICES FOR ITS RESIDENTS.

WHEREAS, the City of La Vergne, Tennessee, is a municipal corporation organized and existing under the laws of the State of Tennessee and is responsible for providing essential public services, infrastructure, and facilities to protect the health, safety, and welfare of its residents; and

WHEREAS, property taxes are a primary and necessary revenue source used to fund core governmental services, including but not limited to police and fire protection and emergency response, streets and infrastructure, parks and recreation, and other municipal operations; and

WHEREAS, locally elected officials are in the best position to evaluate the needs, priorities, and financial conditions of their community and to make decisions regarding local taxation through an open, transparent, and accountable public process; and

WHEREAS, a state-imposed cap on municipal property tax rates or increases would restrict the City's ability to respond to changing local conditions, economic pressures, population growth, emergencies, and service demands, and would shift important fiscal decisions away from local officials and residents; and

WHEREAS, such limitations could result in unintended consequences, including reduced service levels, delayed or deferred maintenance of public infrastructure, challenges in maintaining competitive compensation for public safety and other critical personnel, potential impacts to bond ratings, and increased reliance on fees or other less equitable revenue sources; and

WHEREAS, the City of La Vergne recognizes the importance of fiscal responsibility and taxpayer accountability, and notes that Tennessee law already provides safeguards through required budget adoption procedures, public notice, public hearings, and elections; and

WHEREAS, commonly used economic indicators, including the Consumer Price Index (CPI), do not accurately reflect the purchasing environment of local governments, which must comply with statutory bidding requirements and often face limited vendor competition and significant market cost fluctuations for specialized services, equipment, and infrastructure projects; and

WHEREAS, municipalities frequently use competitive bidding and outsourcing for services such as paving and capital improvements in order to achieve cost savings for taxpayers, and externally imposed limitations could hinder a city's ability to respond to market conditions and service needs in a timely manner; and

WHEREAS, restrictions tied to referendum requirements or other state-imposed processes may not align with the timing necessary for municipalities to secure bids, enter contracts, or procure critical equipment and services; and

WHEREAS, a state-imposed cap could discourage local governments from operating with low tax rates, limiting debt, and fund balances necessary for financial stability; and

WHEREAS, decisions about the level of services residents desire and the taxes necessary to support those services are most appropriately made at the local level, consistent with the principle that government functions most effectively when it is closest to the people it serves.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF LA VERGNE, TENNESSEE, AS FOLLOWS:

Section 1. Opposition to State Caps.

The City of La Vergne hereby formally opposes any legislation that would impose a statewide cap, limitation, or restriction on municipal property tax rates, or assessments.

Section 2. Local Control.

The City affirms that decisions regarding municipal property tax rates and related fiscal policies should remain under local control and be determined by locally elected officials who are directly accountable to the residents of La Vergne.

Section 3. Legislative Delegation.

The Board of Mayor and Aldermen respectfully urges members of the Tennessee General Assembly representing the City of La Vergne to oppose any legislation that would limit or cap municipal property tax authority and to support legislation that preserves local fiscal autonomy.

Section 4. Distribution.

The Mayor is authorized and directed to transmit copies of this Resolution to the City's legislative delegation, the Tennessee Municipal League, and other appropriate state officials.

Section 5. Effective Date.

This Resolution shall take effect immediately upon its adoption, the public welfare requiring it.

Resolved this the 3rd day of March, 2026.

CITY OF LA VERGNE, TENNESSEE

_____
Jason Cole, Mayor

ATTEST:

_____
Joshua Miller, City Recorder

ITEM REPORT

Board of Mayor and Aldermen

Date: March 3, 2026

Item #: 10.	First Reading - **Ordinance #2026-05** - An Ordinance to Amend the Fiscal Year 2025-2026 General Fund Budget.		
Department:	Parks & Recreation	**Presented By:**	David McGowen
Item Attachments:	1. Ordinance #2026-05		

Purpose:
This is a budget amendment for the General Fund to allocate funds for the America 250 activities that are being proposed by the Parks & Recreation Department.

Background:
An internal committee was formed to explore options to celebrate America 250, a nationwide celebration of the 250th anniversary of the signing of the Declaration of Independence. We would like to add banners to the electric poles along Murfreesboro Rd. These banners will require new mounting poles, brackets and hardware. The banners will be two-sided. The mounting poles will be able to be used for future banner displays. We would also like to host a Color Walk that will take place on June 13th. It will begin at the CDS building and proceed down the greenway, with a photo op and banner located at the 1.776 mile marker. 12"x18" American flags will be given away the day of the Color Walk and light refreshments will be available. This would also include the purchase of 1,000 challenge coins that would be available to the community.

Financial Summary:
The proposed budget for these items is $20,000.

Staff Recommendation:
Staff recommends approval.

ORDINANCE #2026-05

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:

110-44400-850	Parks & Recreation - Programs	$	20,000

Decrease Fund Balance:

110-37840	Transfer from Fund Balance	$	20,000

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 _____.