

WORKSHOP AGENDA

Board of Mayor and Aldermen

February 2, 2023 @ 6:30 PM

For the February 7, 2023 Regular Meeting @ 7:00 PM

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

ORDER OF BUSINESS

1. Approve Minutes: January 5, 2023 Regular Meeting
2. Department Reports:
 - A. Police Department
 - B. Fire Department
 - C. Parks & Recreation Department
 - D. Library
 - E. Finance Department
 - F. Water Treatment Plant

OLD BUSINESS

3. First Reading - **Ordinance #2023-01** - An Ordinance to Amend Title 5, Chapter 4 of the La Vergne Municipal Code Regarding Purchasing.

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.)

4. Consent Agenda Items
 - A. Approve or Reject City Bids and Purchases:
 1. Sole Source Purchase - Badger Water Meters.
 2. Sole Source Purchase - Chemicals for the Sewer Department.
 3. Bid - Traffic Signal and High Mast Lighting Maintenance.
 4. Leak Detection Services.
 - B. Approve Amended Streetlighting Agreement with Nashville Electric Service (NES) for the Installation of LED Street Lights.
 - C. Approve Purchase Agreement with Bigman Geophysical, LLC to Conduct a Ground Penetrating Radar Investigation at 399 Stones River Road for the Tornado Safe Room Project.

- D. Approve Facility Use Agreement with Julianne Holbrook for the Zumba Program.
- E. Approve Facility Use Agreement with Aliah Billingsley for a Dance and Majorette Program.
- F. Approve Facility Use Agreement with Jacqueline Dixon for the Jazzercise Program.
- G. Approve Contract with Pyro Shows, Inc. for the Independence Day Fireworks Display.
- H. Ratify the Approval of a Memorandum of Understanding with Motlow State Community College for Fire Department Emergency Medical Technician Training.
- I. Approve and Authorize the Police Chief to Sign the Rutherford County, Tennessee Child Protective Investigative Team (CPIT) and Child Protective Investigation Management Team (CPIMT) Interagency Agreement and Memorandum of Understanding and the Rutherford County, Tennessee CPIT Investigative Protocol Agreement.
- J. Approve Paving Improvements to the Front Parking Lot at Veterans Memorial Park.
- K. Approve Agreement with the Tennessee Department of Health.
- L. Approve Strategic Planning Retreat to be Held March 8-10, 2023.
- M. Approve Contract for Repairs at the Front Concession Stand at Veteran's Memorial Park.
- N. Approve Additional Street Paving for Fiscal Year 2022-2023.

NEW BUSINESS

- 5. First Reading - **Ordinance #2023-02** - An Ordinance to Amend the City of La Vergne Zoning Ordinance by Changing the Official Zoning Map for Tax Map 28, Parcels 10 and 11, Consisting of Approximately 4.3 Acres, Located at 237 and 245 Chaney Blvd., From an A (Agricultural) Zoning District to a R-3 (High Density Residential) Zoning District. (Received a favorable recommendation from the Planning Commission on December 27, 2022. A public hearing will be held on Tuesday, February 1, 2023 at 6:30 p.m.)
- 6. First Reading - **Ordinance #2023-03** - An Ordinance to Amend the City of La Vergne Zoning Ordinance by Changing the Official Zoning Map for a portion of Tax Map 18K, Group A, Parcel 6, Consisting of Approximately 13.63 Acres, Located near Wheeler Street and Jefferson Pike, From an I-1 (Light Industrial) Zoning District to an I-2 (Heavy Industrial) Zoning District. (Received an unfavorable recommendation from the Planning Commission on December 27, 2022. A public hearing will be held on Tuesday, February 1, 2023 at 6:30 p.m.)
- 7. First Reading - **Ordinance #2023-04** - An Ordinance to Amend the Fiscal Year 2022-2023 State Street Aid Fund Budget.
- 8. First Reading - **Ordinance #2023-05** - An Ordinance to Amend the Fiscal Year

2022-2023 General Fund Budget.

9. **Resolution #2023-03** - A Resolution to Adopt a Social Media Policy for the City of La Vergne.
10. **Resolution #2023-04** - A Resolution to Amend the City's Employee Policy Regarding the Deputy Police Chief.
11. Motion to Approve a Real Estate Purchase and Sale Agreement with Noon Real Estate, LLC to Purchase the Stormwater Building Located at 5175 Murfreesboro Road.
12. Motion to Authorize the City to Obtain an Appraisal for an Easement from Piedmont Gas.
13. Appoint or Remove Board / Committee Members.
 - A. Beautification and Arts Advisory Committee. (One term is vacant.)
 - B. Board of Zoning Appeals. (One term expired 1/31/2023.)
 - C. Construction Board of Adjustment and Appeals. (Two terms expired 1/31/2023.)
 - D. Economic Development Advisory Committee. (One term is vacant.)
 - E. Greenway Advisory Committee. (One term expired 12/31/22.)
 - F. Historical Preservation Advisory Committee. (One term expired 12/31/22.)
 - G. Library Board. (Two terms are vacant.)
 - H. Stormwater Appeals and Advisory Board. (Two terms are vacant.)
14. Discussion - Zoning Ordinance Adoption Process.

MAYOR / ALDERMEN COMMENTS

ADJOURN

MINUTES OF THE REGULAR MEETING OF THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF LA VERGNE, TENNESSEE HELD ON JANUARY 5, 2023 AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

CALL TO ORDER

The January 5, 2023 regular meeting of the Board of Mayor and Aldermen of the City of La Vergne, Tennessee was called to order at 7:00 p.m. at La Vergne City Hall by Mayor Jason Cole.

BOARD MEMBERS PRESENT

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

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

ORDER OF BUSINESS

1. Approve Minutes: September 6, 2022 Regular Meeting and December 6, 2022 Regular Meeting.

A motion, made by Alderman Haas, seconded by Vice-Mayor Noe, to approve the minutes of the September 6, 2022 regular meeting, and the December 6, 2022 regular meeting, was adopted with all voting AYE, except Alderman Waldron, who voted NO.

2. Department Reports:

A. Police Department. Police Chief Burrell Davis gave the report for the Police Department.

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

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

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

E. Finance Department. Ms. Tonya Williams gave the report for the Finance Department.

F. Water Treatment Plant. Mr. Dwayne Lowery gave the report for the Water Treatment Plant. Mr. Lowery explained the timeline of events during the Christmas Holiday weekend that the water treatment plant and the water

department were dealing with.

The Mayor asked what the City could do better. Assistant City Administrator Kyle Brown made suggestions for improvements. Alderman Hobbs asked about the answering service center and procedures.

Public Works Director Michael Dietz approached the podium to field questions from the Board. A discussion ensued.

CONSENT AGENDA

3. **Consent Agenda Items:**
 - A. **Approve Agreement for Engineering Services from Griggs and Maloney for Design of 24" Water Main from Mason Road to Sanders Tanks.**
 - B. **Approve Amendment to Professional Services Agreement with Ragan Smith Associates, Inc. for Design of Brookside Park Improvements.**
 - C. **Approve Agreement with Hands on Nashville for Volunteer Management, Recruiting, and Advertising for Stormwater Events.**
 - D. **Approve Agreement for Engineering Services from CTI for the Sub-basin Master Plan for the Hollandale Road Drainage Basin.**
 - E. **Approve Amendment #23-1 to Contract #2326-17 from the Greater Nashville Regional Council for the Provision of Senior Center Services.**

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

NEW BUSINESS

4. **First Reading – Ordinance #2023-01 – An Ordinance to Amend Title 5, Chapter 4 of the La Vergne Municipal Code Regarding Purchasing.**

A motion was made by Vice-Mayor Noe, seconded by Alderman Haas, to approve Ordinance #2023-01 on first reading, was adopted following a roll-call vote.

Alderman Waldron	NO
Alderman Hobbs	YES
Alderman Haas	YES
Vice-Mayor Noe	AYE
Mayor Cole	AYE

5. **Resolution #2023-01- A Resolution Authorizing the City of La Vergne to Participate in the Public Entity Partners Property Conservation Matching Grant Program.**

A motion made by Vice-Mayor Noe, seconded by Alderman Haas, to approve Resolution #2023-01, was adopted following a roll-call vote.

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

6. **Resolution #2023-02- A Resolution Authorizing the City of La Vergne to Participate in the Public Entity Partners Cyber Security Partners Matching Grant Program.**

A motion, made by Mayor Cole, seconded by Alderman Haas, to approve Resolution #2023-02, was adopted following a roll-call vote.

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

7. **Approve a Contract for Purchase and Sale of Real Estate and a Lease Agreement for 169 Stones River Road – Existing Fire Station #41.**

A motion was made by Vice-Mayor Noe, seconded by Mayor Cole, to approve the contract for purchase and sale of real estate and a lease agreement for 169 Stones River Road.

Mayor Cole asked if the lease was worked out. City Administrator Bruce Richardson explained the details. A discussion ensued.

The motion was adopted following a roll-call vote.

Alderman Waldron	NO
Alderman Hobbs	NO
Alderman Haas	YES
Vice-Mayor Noe	AYE
Mayor Cole	AYE

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

A. **Beer Board.** Mayor Cole reappointed Kevin Oliver and Becky Pollock to the Beer Board. The Board confirmed the appointments with all voting AYE, except Alderman Waldron, who ABSTAINED.

- B. **Library Board.** A motion, made by Alderman Haas, seconded by Vice-Mayor Noe, to appoint Kayla Koester to the Library Board, was adopted with all voting AYE.
- C. **Local Emergency Planning Committee.** Mayor Cole appointed Marty Blair, Daniel Campbell, Brent Hatcher, Chris Schmidt, and Alex Thompson, to the Local Emergency Planning Committee. The Board confirmed the appointments with all voting AYE, except Alderman Waldron, who ABSTAINED.
- D. **Parks & Recreation Advisory Committee.** Mayor Cole reappointed Chuck Isbell to the Parks & Recreation Advisory Committee. The Board confirmed the appointment with all voting AYE.
- E. **Stormwater Appeals and Advisory Board.** A motion, made by Mayor Cole, seconded by Alderman Haas, to reappoint Jeff Moss, was approved with all voting AYE, except Alderman Waldron who ABSTAINED.

MAYOR / ALDERMEN COMMENTS

Alderman Waldron asked for prayer for the Montgomery family and reminded everyone to check on their pets and the elderly. He also made comments about an agenda item that was removed.

Alderman Hobbs reminded everyone about the La Vergne Rescue Valentine's Day Fundraiser She reminded everyone about the Martin Luther King, Jr celebration at the multi-purpose building. She stated that the annual survey is available online and at City buildings.

Alderman Haas made comments about the softball and baseball sign-ups.

Vice-Mayor Noe thanked the water department and the Public Works department. He made comments about the agenda item regarding the hire and fire authority.

Mayor Cole reminded everyone about the Martin Luther King, Jr Day celebration. He thanked the water department and Public Works department. He made comments and explained the hire and fire process.

ADJOURNMENT

There being no further business, Mayor Cole declared the meeting adjourned at 8:14 p.m.

Mayor

City Recorder

Approved: _____



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: February 2, 2023

Item Title: First Reading - **Ordinance #2023-01** - An Ordinance to Amend Title 5, Chapter 4 of the La Vergne Municipal Code Regarding Purchasing.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments:

1. Ordinance #2023-01
2. Exhibit A - Purchasing Policy and Manual

Summary:

This is an ordinance to amend Title 5, Chapter 4 of our Municipal Code to update our purchasing rules and regulations.

Background Information:

The city's purchasing rules and regulations have not been updated since 2016. I have been working on these new regulations for several months and have been working with MTAS to make sure these are in compliance with the purchasing laws here in the State of Tennessee. In order to ensure that taxpayer's dollars are being spent properly in operating the city government, these new guidelines are much more detailed and cover more areas and types of purchases.

This ordinance gives the City Administrator the authority to appoint and delegate a purchasing agent to conduct the centralized purchasing authority for the City. While we have had a centralized purchasing agent for many years, MTAS felt that the authority should be spelled out in the Municipal Code.

The purchasing categories and levels will also change with the adoption of the new Purchasing Policy and Manual. Some of these changes include:

- The purchasing level that requires a requisition/purchase order is currently \$300 - the proposed amount is \$1,000.
- The new policy allows for the Mayor to sign agreements and contracts for purchases under \$5,000 subject to the approval of the contract terms by the City Attorney. This way, each little purchase that has a contract does not have to come through BOMA for approval.
- If a purchase is for a budgeted item or program between \$5,000 and \$25,000, the Mayor will be authorized to sign any required contracts or agreements without BOMA approval (subject to the City Attorney's approval of the language). If this purchase is not for a budgeted item or program, then the contract or agreement must get BOMA approval first.

Section 13 of this Purchasing Policy and Manual also updates and details a revised travel policy for city employees and officials.

Financial Summary:

N/A

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2023-01

AN ORDINANCE TO AMEND TITLE 5, CHAPTER 4 OF THE LA VERGNE MUNICIPAL CODE REGARDING PURCHASING.

WHEREAS, the Board of Mayor and Aldermen of the City of La Vergne desires to comply with applicable Tennessee law and to provide a formal process for the procurement of equipment, services and materials for the operation of a municipal government; and

WHEREAS, such action is required by the Municipal Purchasing Law of 1983, Tennessee Code Annotated §6-56-301, et seq.; and

WHEREAS, the Board of Mayor and Aldermen desires to exercise the power and authority granted to municipalities under said legislation and in that regard desires to adopt a procurement code in accordance with such legislation;

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

SECTION I. Title 5, Chapter 4 of the La Vergne Municipal Code is hereby amended to read as follows:

CHAPTER 4

PURCHASING

SECTION

- 5-401. Purchasing rules and regulations.
- 5-402. Purchasing agent.
- 5-403. Public advertising and competitive bidding.
- 5-404. Competitive sealed proposals.

5-401. Purchasing rules and regulations. The City of La Vergne hereby adopts a Purchasing Policy and Manual, dated January 5, 2023, which is attached to Ordinance #2023-01 as Exhibit A, and any amendments thereto, which may be found in the city recorder's office.

5-402. Purchasing agent. The board hereby authorizes the City Administrator to appoint and delegate the centralized purchasing authority and duties to a purchasing agent to contract for and purchase all supplies, materials, equipment, and contractual services required by any department of the City of La Vergne as set forth in the Purchasing Policy and Manual.

5-403. Public advertising and competitive bidding. Public advertisement and competitive bidding shall be required for the purchase of all goods and services exceeding

an amount of twenty-five thousand dollars (\$25,000.00) except for those purchases specifically exempted from advertisement and bidding by the Municipal Purchasing Act of 1983 and as set forth in the Purchasing Policy and Manual.

5-404. Competitive Sealed Proposals. (1) Notwithstanding anything to the contrary in the municipal ordinances and/or resolutions governing purchases, the city may use competitive sealed proposals to purchase goods and services rather than competitive sealed bids when the Board, acting under the restrictions and requirements of Tennessee Code Annotated Title 12, Chapter 3, Part 12, as same may hereinafter be amended, and the procurement code adopted by this section, determines that the use of competitive sealed bidding is either not practicable or not advantageous to the city. The Board must make the aforesaid determination with regard to each use of competitive sealed proposals rather than competitive sealed bids, except that in actual emergencies caused by unforeseen circumstances such as natural or human-made disasters, delays by contractors, delays in transportation, or unanticipated volume of work, purchases through competitive sealed proposals may be made without specific authorizing action of the Board. A record of any emergency purchase shall be made by the person authorizing the emergency purchase, specifying the amount paid, the items and services purchased, from whom the purchase was made, and the nature of the emergency. A report of the emergency purchase purchased through competitive sealed proposals containing all relevant information shall be made as soon as possible by the person authorizing the purchase to the Board.

(2) **Criteria and Procedure.** The following shall constitute the criteria and procedures for purchasing through competitive sealed proposals:

(a) ***Conditions for Use.***

(i) Competitive sealed proposals may be used only after the municipality has documented the reasons why competitive sealed bids are not practicable or not advantageous to the municipality, and

(ii) Competitive sealed proposals may be used only when qualifications, experience, or competence are more important than price in making the purchase and:

(A) When there is more than one solution to a purchasing issue and the competitive sealed proposals will assist in choosing the best solution; or

(B) When there is no readily identifiable solution to a purchasing issue and the competitive sealed proposals will assist in identifying one or more solutions.

(b) ***Public Notice.*** Adequate public notice of the request for competitive sealed proposals shall be given in the same manner provided by applicable law for competitive sealed bids.

(c) ***Request/Evaluation Factors.*** The request for competitive sealed proposals must state the relative importance of price and other evaluation factors. Among other things, the request shall include the desired specifications (which may be expressed in the context of the result sought to be obtained); the qualifications of each proposer; warranties, time frame for performance, the contract; and, if applicable, the bond or other security that the successful proposer

will be required to furnish. The request for competitive sealed proposals shall provide that, after receipt by the city of a proposal, interviews, presentations, demonstrations, and discussions, either oral or in writing or both, may be conducted for clarification to assure full understanding of, and responsiveness to, the solicitation requirements with one (1) or more responsible proposers who submit proposals determined by the purchasing agent to be reasonably susceptible of being selected. The request shall set forth the date, time, and place for submission of proposals.

(d) *Opening of Proposals.* Competitive sealed proposals must be opened in a manner that avoids disclosure of the contents to competing proposers during the negotiation. The proposals and all related materials must be open for public inspection after, but not before, the intent to award the contract to a particular proposer is announced.

(e) *Discussions with Responsive Proposers and Revisions to Proposals.* After receipt by the city of a proposal, interviews, presentations, demonstrations, and discussions, either oral or in writing or both, may be conducted for clarification to assure full understanding of, and responsiveness to, the solicitation requirements with one (1) or more responsible proposers who submit proposals determined by the purchasing agent to be reasonably susceptible of being selected. The proposers must be accorded fair and equal treatment with respect to an opportunity for an interview, presentation, demonstration, discussion, or revision of proposals, both as to the particular goods or services to be furnished and the price thereof. In order to permit the city to obtain the best offers of proposers, revisions may be permitted after submission and before the intent to award to a particular proposer is announced. In conducting interviews, presentations, demonstrations, or discussions, the purchasing agent and other municipal personnel shall not disclose to a proposer during the negotiations information derived from proposals submitted by competing proposers. Nothing contained herein shall preclude the city from conducting conferences or otherwise communicating with all parties who may be interested in responding to a proposal prior to the time that proposals are to be received.

(f) *Best and final offers.* If interviews, presentations, demonstrations, or discussions are conducted, the purchasing agent shall issue a written request for best and final offers. The request shall set forth the date, time, and place for submission of best and final offers. Best and final offers shall be requested only once, unless the purchasing agent makes a written determination that it is advantageous to the city to conduct further discussion or clarify the city's requirements. The request for best and final offers shall inform proposers that, if they do not submit a notice of withdrawal or a best and final offer, their latest written offer will be construed as their best and final offer. Nothing contained herein shall preclude the Board from rejecting all proposals and thereafter requesting new proposals.

(g) *Award.* The award shall be made to the responsible proposer whose proposal the Board determines is the most advantageous to the city, taking into consideration price and the evaluation factors set out in the request for competitive sealed proposals. No other factor may be used in the evaluation. The purchasing

agent shall place in the contract file a statement containing the basis on which the award was made.

(h) *Protest.* In the event that any proposer to a request for competitive sealed proposals is aggrieved by the decision of the city, such aggrieved proposer may protest the intended award to another proposer if the protest is filed within seven (7) days after the intended award is announced. The protest must be filed with the Board in care of the City Administrator of the city and shall be promptly decided by the Board. The purchase shall not be finalized and work may not commence until the Board has reviewed and made a decision on the protest.

(i) *No Conflict with Other Laws.* Nothing contained herein is intended to change the authority of the city with respect to contracting for professional services in accordance with the applicable laws of the state of Tennessee.

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. All ordinances, resolutions, or motions in conflict herewith are hereby repealed.

SECTION IV. This Ordinance shall take effect upon publication after its final passage in a newspaper of general circulation, the public welfare requiring it.

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.

Exhibit A

Purchasing Manual



Purchasing Policy and Manual

Approved:
Ordinance #2023-01

Foreword

This purchasing policy and procedures manual for the City of La Vergne shall serve as a guide to obtain goods and services used by the City. These policies are designed to reflect applicable state and city ordinances. This manual will aid all departments of the City by seeking the best supplies, equipment, materials and services at the lowest cost while maintaining high standards of quality and promoting efficiency and accountability during the purchasing process.

All employees who make purchases on behalf of the City are encouraged to become familiar with these policies and procedures.

The City of La Vergne Board of Mayor and Aldermen is responsible for the establishment of the purchasing policy. This manual is effective immediately upon approval by Board of Mayor and Aldermen and supersedes all previously issued policies, procedures, manuals, instructions or directives.

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SECTION 1: INTRODUCTION

1.01 Role

The role of the purchasing department is to support and enhance the mission of the City in delivering all municipal services in a financially responsible manner. Sound purchasing policies and procedures based upon laws and high ethical standards help promote public confidence and trust in local government.

1.02 Purpose

This manual sets forth the purchasing policies as established by the Board of Mayor and Aldermen. This manual is not intended to address every issue, exception, or contingency that may arise in the course of purchasing activities but rather prescribe basic standards to be applied in all situations. The basic standard that should always prevail is the exercise of good judgment in the use and stewardship of City resources.

This manual and purchasing policy:

- Defines the legal authority of the purchasing functions within the organization.
- Simplifies, clarifies, and reflects the laws governing procurement.
- Enables uniform purchasing policies throughout the organization.
- Helps to build public confidence in public purchasing.
- Further ensures the fair and equitable treatment of everyone who deals with the purchasing system.
- Provides for increased efficiency, economy, and flexibility in public purchasing activities and maximizes to the fullest extent the purchasing power of the entity.
- Fosters effective broad-based competition from all segments of suppliers.
- Safeguards the integrity of the purchasing system and protects against corruption, waste, fraud, and abuse.

This purchasing policy embodies the following principles:

- Centralized authority over purchases with delegation of certain purchasing responsibilities to the employee and departmental level.
- Employment of competent personnel in all aspects of purchasing.
- Purchase of materials, supplies, contractual services, and equipment to maximize to the fullest extent the purchasing value of public funds.
- Standardization of procedures and specifications.
- Consolidation of requirements into bulk purchases.
- Promotion of competitive bidding or selection.
- Inspection of goods delivered in order to enforce contractual and specification compliance.
- Centralized coordination over transfer and disposal of surplus, obsolete, and salvage goods.

- Monitoring of payments to be consistent with terms and conditions of purchase orders and contracts.
- Establishment and maintenance of business relationships with vendors.

1.03 General Policies

1. All elected and appointed officials of the City who participate in the solicitation and approval of purchases and contracts are responsible for becoming familiar with and abiding by all applicable State of Tennessee statutes, City of La Vergne ordinances, and the purchasing policies and procedures contained in this manual that govern such activities.
2. City officials should endeavor to receive maximum value for the public dollar and to purchase in the best interest of the City.
3. As designated in Section 1-402 of the La Vergne Municipal Code, the City Administrator shall act as the purchasing agent for the City.
4. To assist in the performance of these duties, the City Administrator may designate an authorized Purchasing Agent for the City. It is his/her responsibility to provide leadership in all purchasing and contracting activities for the City.
5. It is the City Administrator's responsibility with concurrence of the authorized Purchasing Agent to develop and maintain a purchasing manual which shall provide for rules, regulations, and procedures for the internal management and purchasing function within the City.
6. The City Administrator or his designee shall supervise the procurement of all supplies, services, or other items as needed by the City; and sell, trade, donate, destroy, transfer, or otherwise dispose of surplus property as approved by the Board of Mayor and Aldermen.
7. All qualified bidders shall be afforded equal opportunities to quote and will compete on equal terms.
8. Awards shall be made for bids and quotes that provide the best value to the City, taking into consideration the vendor's skill, business judgment, experience, facilities to carry out the contract and previous work and financial ability. The City reserves the right to waive minor irregularities, reject and/or accept any and all bids, in whole or in part, or take such other action as serves the best interests of the City.
9. The Board of Mayor and Aldermen reserves unto itself the final approval of all purchases that equals or exceeds \$25,000.00. The Mayor shall sign all contracts and agreements.
10. It is the intent of the City to buy from suppliers who have adequate financial strength, high ethical standards and a record of adhering to specifications, maintaining shipping promises and giving maximum service. New sources of supply shall be given due consideration, as multiple sources of supply are necessary to ensure availability of materials.
11. The City shall strive to maintain strong and enduring relationships with vendors of proven ability and with those who have a desire to meet the needs of the City. To accomplish this, purchasing activities shall be conducted so the vendors will value the City's business and will make every effort to furnish its requirements on the basis of quality, service and

- price.
12. Individuals engaged in purchasing shall promote constructive competition by constantly seeking new bidders, obtaining bids consistent with the provisions of this manual and developing more than one active source of supply for various products and services.
 13. Acceptance of money, gifts, gratuity, other consideration or favors of any kind by any employee or official from anyone other than the City is prohibited. Officials and employees shall not become obligated to any vendor and must not engage in or allow any City transaction from which they may personally benefit. Please refer to Title 4, Chapter 6 of the La Vergne Municipal Code regarding the City's Code of Ethics.

SECTION 2: DUTIES & RESPONSIBILITIES

2.01 Purchasing Agent

The Purchasing Agent works under the direction and control of the Finance Director. The Purchasing Agent shall serve as the public purchasing official for the City and shall be responsible for the procurement of all supplies and services in accordance with the rules and regulations set forth in the City's Purchasing Manual.

2.02 Function

1. Develop purchasing objectives, policies, programs and procedures for the acquisition of materials, equipment, supplies, and services.
2. Coordinate and supervise purchasing of all user departments.
3. Provide purchasing assistance to all user departments.
4. Consolidate the purchase of like or common items or services.
5. Prepare and / or drafts all specifications for formal bids.
6. Ensure all purchases are made as per Federal and State laws and City policy.
7. Resolve, monitor and negotiate contract disputes regarding contract compliance.
8. Have the authority to waive inconsistencies and irregularities for purchases less than \$25,000.00, with concurrence of the City Administrator.
9. Act so as to procure for the City all tax exemptions to which it is entitled.
10. Have the authority to declare vendors who default on their quotations irresponsible bidders and to disqualify them for receiving any business from the City for a stated period of time, with concurrence of the City Administrator.
11. Approve or reject purchases made by various departments consistent with purchasing manual rules and regulations.

2.03 Objectives

1. To know and become acquainted with the needs of all departments.
2. To procure a product or service that will meet the department's requirements and is the best value to the City.
3. To know the sources and availability of needed products.
4. To be a source of information to all departments in meeting their purchasing needs.
5. To maintain good vendor relations.
6. To assist with the understanding of sound purchasing policy and procedures throughout all departments of the City.
7. To exchange ideas and information with other public purchasing agencies in an effort to solve common problems.
8. To develop standardized specifications for use by all departments, improve the purchasing practices, and apply them when feasible.
9. To understand legal procurement laws and ensure purchasing personnel comply.

2.04 Relations with City Departments

The Purchasing Agent shall establish and maintain communication with City departments in order to meet their purchasing requirements.

2.05 Requesting Department's Responsibilities

1. Initiate purchase request, as outlined in this Purchasing Manual, allowing sufficient lead time for the Purchasing Agent to process the order and the vendor to deliver goods or services.
2. Inform and train department staff in the City's purchasing policies as outlined in the Purchasing manuals and help insure that all policies are followed.
3. Communicate needs for supplies, equipment, services and materials to the Purchasing Agent with sufficient lead time so that procurements can be made using applicable purchasing manual procedures.
4. Utilize effective material requirements to maximize efficiency in the City procurement.
5. Prepare clear and unrestrictive technical specifications or functional requirements when needed for products or services.
6. Review bid tabulation sheets or submitted proposals and inform the Purchasing Agent of the department's recommendations for award.
7. Send proper documentation to waive competitive bidding when declaring sole/single source procurement.
8. Promptly inform the Purchasing Agent of any contract compliance issues.
9. Inspect or supervise the inspection of materials, supplies, services and equipment delivered in order to determine that quality and quantity conform to specifications as requested by the Purchasing Agent.
10. Endeavor to obtain as full and open competition as possible on all procurement or public improvement projects.
11. Prepare standards and written specifications goods, services, professional services and public improvement projects as may be used by the department.
12. Review and approve all request for proposals and request for qualifications for professional and other services within the scope of the Department Head's authority.
13. Be bound by all purchasing principles, policies and ethical standards as set forth within this manual.

2.06 Finance Director

The Director of Finance, under the direction and control of the City Administrator shall have the authority to approve and certify for payment any accounts or claims against the City which are less than \$25,000.00 provided those claims are properly evidenced, follow the purchasing procedures as outlined herein, and otherwise comply with all laws, ordinances or policies of the City.

2.07 Disciplinary Action for Violations

When a Purchasing Policy violation is discovered, the Purchasing Agent will investigate the surrounding circumstances and provide findings to the Finance Director, Department Head, and City Administrator. Continuous violations of the established Purchasing Policy may result in disciplinary consequences ranging from the revocation of purchasing ability to a recommendation for more severe action to be determined by the City Administrator. Continuous violations of the Purchasing Policy may lead to disciplinary action up to and including termination as well as criminal prosecution depending on the nature of the violation. The Finance Director, in coordination with Human Resources, will notify the Department Head and/or the City Administrator of any violations of the Purchasing Policy wherein disciplinary action may be warranted.

SECTION 3: PURCHASING METHODS

3.01 Petty Cash

Petty cash may be used for small dollar purchases but limited to those situations where credit card use is not permitted or available, where credit card usage incurs a fee, or payment is required prior to service being rendered, or an invoice will not be issued. Petty Cash Receipt forms are available in the Finance Department. Petty cash should be used very infrequently since most vendors will invoice the City.

1. Petty Cash Funds may be established in an amount not to exceed \$200.00.
2. All petty cash accounts shall be:
 - a. Properly secured and stored
 - b. Accessed for authorized expenditures only
 - c. Properly documented with itemized receipts for all expenditures
 - d. Routinely funded so that a proper cash balance is maintained
 - e. Periodically audited
3. Uses of petty cash:
 - a. An individual expenditure is limited to \$50 without prior approval of the Department Head responsible for the respective fund
 - b. The fund shall not be used to cash personal checks nor shall it be used for a personal loan.
 - c. All expenditures must be properly documented with either a third party invoice and/ or petty cash receipt. All documentation shall be sufficient in detail to describe date, amount, description of transactions and accounting codes to which the transaction shall be charged.
 - d. Advances may be made from petty cash funds only with prior approval of the Department Head in charge of the respective fund and must be properly documented with a receipt within 24 hours of the advance.

3.02 Procurement Card

A Procurement Card (P-card) is intended for use by an employee that has a frequent and recurring need to purchase small dollar supplies and services consistent with the purchasing policy of the City. The P-card program is designed to improve efficiency in processing purchases from any supplier that accepts the credit card. Purchases can be completed with suppliers over the phone, fax, internet, mail, or in person. All P-card purchases shall follow other provisions and procedures prescribed in this Policy and the Credit/Debit and Purchasing Card Policy.

The City may also utilize a Fuel Card program designed to allow employees or drivers to purchase fuel for City vehicles or a piece of equipment using the Fuel Card. The Fuel Card, either assigned to an individual employee or a vehicle, may be used for the purchase of fuel only at approved merchant locations.

The Finance Director, Finance Supervisor or Purchasing Agent may use P-cards in such cases as purchasing large dollar or one-time approved purchases when the use of a P-card provides increased efficiency or administrative expediency in procuring goods and services for City departments. Such purchases by P-card shall be limited to Category 1-4 purchases (See Section 4). Category 4 purchases made by P-card under \$10,000 requires approval of the City Administrator and those between \$10,000 and under \$25,000 require approval by the Finance Director and City Administrator.

3.04 Purchase Requisition

A Purchase Requisition (PR) is a form requesting permission to purchase goods or services where the total purchase price exceeds the purchasing threshold described in Section 4.01 as a category 3 or higher purchase. This, however, is not a document which can be used to actually purchase goods or services. PRs are only requests for Purchase Orders to be issued. (Reference Section 5.01)

3.05 Purchase / Blanket Order

A Standard Purchase Order (PO) or Blanket Purchase Order (BPO) is an agreement between the City and Vendor in which the City agrees to purchase the goods or services described on the purchase order and the vendor agrees to supply if accepted by the vendor. Purchase Orders can be thought of as a contract between the City and the vendor and as such has legal implications when properly authorized and approved. Purchase orders are issued by the Purchasing Agent after receipt and acceptance of a purchase requisition. Purchase orders encumber department funds. A PO is the result of an authorized and approved PR. (Reference Section 5)

Blanket Purchase Orders, while similar to purchase orders, are issued to cover future purchases of known items but in unknown or projected quantities. Blanket Purchase Orders have fixed or negotiated unit prices. Blanket Purchase Orders do not guarantee the purchase of any specific quantities.

3.06 Emergency Purchase

An “Emergency” is defined as a situation brought about by a sudden unexpected turn of events or any circumstance or cause beyond the control of the City in the normal conduct of its business. An emergency purchase is made to alleviate a situation where there is a threat to the health, welfare, safety or a significant disruption of the operations of a department that can only be rectified by immediate purchase of equipment, supplies, materials, or services. An “emergency purchase” must fit the circumstances noted above and requires such competition as is practicable under the circumstance. Poor planning and inadequate management are not “emergencies” and cannot be treated as such. Purchases of this nature may be expedited, but still do not justify “emergency” status. (Reference Section 5.04) The City Administrator shall be notified and approve all emergency purchases.

3.07 Internet Purchase

To protect the assets of the City, it is important to use caution when purchasing goods or services over the Internet. If payment must be made by use of a Procurement Card, extreme care is to be exercised to ensure the vendor is legitimate and the user understands the return policy in case the goods do not meet their demand.

3.08 Price Quotes

With the exceptions of purchases exempt from competitive quotes or bids, as detailed in Section 7.06, all purchases between \$1,000.01 and \$25,000.00 (Category 3 and 4) require the opportunity for competition be given by solicitation of competent vendors. Competitive quotations are to be obtained by the requisitioning department for Category 3 and 4 purchases. A minimum of three (3) written, faxed or emailed quotations should be obtained for all such purchases. If less than three (3) quotes are received then the user must offer a written explanation for a lack of three (3) quotes. A copy of each competitive quotation and the specification upon which quotes were solicited should be attached to the submitted Purchase Requisition.

3.09 Formal Quotes

With the exceptions of purchases exempt from competitive bids, as detailed in Section 7.06, all purchases that equal or exceed \$25,000.00 (Category 5) require the opportunity for competition, through formal quote solicitation conducted or supervised by the Purchasing Agent.

3.10 Sealed Bids (ITB)

This method for purchasing goods and/or supplies that that equal or exceed \$25,000.00 is the most preferred formal bid method and is used when specifications are clear and pricing is the main focus. Reference Section 7.01 of this manual. Sealed bids allow a maximum degree of competition among a number of suppliers offering similar products. As a result, prices obtained are generally considerably lower than standard “list” pricing. Sealed bids require considerable effort in the preparation of their terms, conditions, and specifications.

3.11 Sealed Proposals (RFP)

This formal method of procurement of goods, services and/or supplies that equal or exceed \$25,000.00 is used when competitive sealed bidding (ITB) is not practical. (Reference Section 7.03) Formal proposals differ from formal bids in the nature of their intent. Bids will usually supply, in detail, the nature and specifications of the goods or services desired. The requesting department has generally provided this data. Proposals, however, will specify the nature of a requirement that needs to be met or function/use to which the purchase must meet. Often, the means of satisfying this requirement is unknown to the requesting department. Therefore, the Purchasing Division will request that vendors submit their proposals for accomplishing a specific goal. These proposals will be diverse relative to approach, means, and cost.

Formal proposals are best used when the objective is vague or lacking in details; or when the vendor's knowledge of his field may provide innovative and economical solutions. Evaluation criteria must be included in the proposal.

3.12 Acquisition of Professional Services

Contracts for professional services are exempt from competitive bidding. Professional services and the process for procurement are described in Section 10.

3.13 Local, State, and Federal Contracts and Cooperative Purchasing Organizations

Local, State, and Federal Government Agencies, and Cooperative Purchasing Organizations may have entered into contracts that have already been competitively bid and awarded with the understanding that other governmental entities may purchase the items bid under the same terms and conditions as prescribed in the solicitation of the originating government. This method of purchase is commonly known as interlocal purchasing agreement or "piggybacking", and is particularly desirable if time is a constraint or if the chances for obtaining better prices from other sources is poor. Utilization of these sources waives the requirement for a formal competitive bid. (Reference Section 7.06)

The following documentation must be provided to the Purchasing Agent in order to use another political entity's awarded contract.

1. State of Tennessee Contract Number. If the contract has fixed unit prices, no additional information is needed. If the contract is a percent discount from list, a copy of the original manufacturer's list price is also required. This will usually be in the form of a published price list. If requesting only to utilize some of the items on the contract, only the pages with those prices are required.
2. Contracts from other Political Entities Provide the following:
 - a. Complete copy of the original solicitation.
 - b. Tabulation of all solicitation responses.
 - c. Copy of the award letter/memo/agenda item by the political entity to the awarded vendor.
 - d. Complete copy of the vendor's proposal.
 - e. Contract if applicable.

With the exception of State of Tennessee contract items, all other cooperative purchasing, piggyback or interlocal agreements must be approved by the Board of Mayor and Aldermen by resolution prior to making any purchase. (Reference TCA 12-3-1205)

3.14 Sole Source/Sole Provider Purchase

Sole source or a single source purchase is defined as being noncompetitive in price or availability and may be exempt from the competitive solicitation requirements. Examples might be

purchasing from a manufacturer's sole sales agency or purchase of a particular brand of computer equipment because it is exclusively compatible with the network computer. (Reference Section 7.06) Caution should be exercised when requesting "sole source" approval for a purchase. In many cases, other sources do exist for a given item, and these must be investigated by the using department and/or Purchasing Agent before committing to "Sole Source." The Purchasing Agent will review all sole source requests prior to further processing.

The department must provide documentation to the purchasing agent from the manufacturer proving sole source status. This documentation must include the amount paid, the items to be purchased and from whom the purchase will be made. This information must be submitted to and approved by the Board of Mayor and Aldermen prior to the purchase being made. (Reference TCA 6-56-304(2))

SECTION 4: GENERAL GUIDELINES

This section provides an introduction to the general policy, guidelines, and/or rules for the purchasing process. Subsequent sections provide those procedures and methods to be utilized to carry out this policy. The City Administrator, as authorized by the Board of Mayor and Aldermen, has delegated to the Purchasing Agent the authority to procure materials and services for the City of La Vergne that are within the guidelines set forth by the Board.

4.01 Purchasing Categories

1. The purchase process is controlled by two components:
 - a. Established policy dollar amount.
 - b. Approving authority.

Dollar limit categories apply to the total amount to be purchased and/or the total amount to be expended over an initial contract term. Purchase approval thresholds apply to the established level of approving authority (*i.e. Department Head, Purchasing Agent, City Administrator, or Board of Mayor and Aldermen*). Purchase approval applies to all Financial Services forms including Purchase Requisitions, Check Requests, Purchasing Cards, and all Petty Cash.

2. Purchases made with federal funds have specific purchasing thresholds which are different from those presented below. See Section 14.
3. Purchasing Thresholds are as follows:
 - a. Category 1 - Purchases of \$0.01 to \$50.00
 - Types of Purchase: Petty Cash (*\$50.00 maximum*), Procurement Card or invoice paid with City check.
 - Quote Requirement: Telephone, fax, email, internet, or in-person quotation suggested.
 - Approval: Department Head, employee with City issued credit card with sufficient limit.
 - Purchase Requisition and Purchase Order – **Not required**.
 - b. Category 2 - Purchases of \$50.01 to \$1,000.00
 - Types of Purchase: Procurement Card or invoice paid with City check.
 - Quote Requirement: Telephone, fax, email, internet, or in-person quotation suggested.
 - Approval: Department Head, employee with City issued credit card with sufficient limit.
 - Purchase Requisition and Purchase Order – **Not required**.
 - c. Category 3 – Purchases of \$1,000.01 to \$5,000.00

- Types of Purchase: Procurement Card (*for designated employees with sufficient credit limit only*) with Purchase Order or invoice paid by City check.
- Quote Requirement: Minimum of three (3) written quotes shall be obtained by the using department.
- Approval: Department Head and Purchasing Agent or in their absence, the Finance Director and City Administrator or their designees.
- Purchase Requisition and Purchase Order – **Required.**
- Mayor is authorized to sign a contract or agreement without approval by the Board of Mayor and Aldermen, subject to the city attorney's approval of the terms and conditions.

Notes: Quotations are to include delivery charges and time frame for that delivery. Written quotations must be submitted with Purchase Requisition. The Purchasing Agent reserves the right to verify quotations and pricing information, and check to determine whether delivery charges have been included, and/or seek further competition.

d. Category 4 – Purchases of \$5,000.01 to \$24,999.99

- Types of Purchase: Procurement Card (*for designated employees with sufficient credit limit only*) or invoice paid by City check.
- Quote Requirement: Minimum of three (3) written quotes shall be obtained by the using department or division.
- Approval: Department Head, Purchasing Agent and City Administrator.
- Purchase Requisition and Purchase Order – **Required.**
- If purchase is for a budgeted item or program, Mayor is authorized to sign any required contracts or agreements without the approval of the Board of Mayor and Aldermen, subject to the city attorney's approval of the terms and conditions. If the purchase is not for a budgeted item or program, the Board of Mayor and Aldermen must approve any required contracts or agreements for the purchase and approve a budget amendment - if necessary.

Notes: Quotations are to include delivery charges and time frame for that delivery. Written quotations must be submitted with Purchase Requisition. The Purchasing Agent reserves the right to verify quotations and pricing information, and check to determine whether delivery charges have been included, and/or seek further competition.

e. Category 5 – Purchases equal to or greater than \$25,000.00

- Types of Purchase: Purchase Order.
- Bid Requirement: Formal bid solicitation utilizing one of the authorized solicitation methods.
- Approval: Board of Mayor and Aldermen.

Purchases over \$24,999.99 must be approved and awarded by the Board of Mayor and Aldermen. An analysis of all bids or proposals received and recommendation

for award is required. The department, in lieu of preparing a formal analysis and recommendation, may agree to concur with the Purchasing Agent's analysis and recommendation. The Purchasing Agent will then prepare an Agenda Item for Board approval. If necessary, the Finance Director shall also prepare a budget amendment for Board approval. Note: Purchasing Agent reserves the right to process Category 4 acquisitions as a formal bid or proposal (rather than as a formal quote) when it best serves the needs of the City. The Board of Mayor and Aldermen award or approval takes place only during regular meetings. It is essential that the Agenda Item recommendations be processed and submitted on a timely basis to avoid unnecessary delays. To this end, all items are to be prepared and submitted to the City Administrator / City Recorder in accordance with the agenda and meeting schedule.

f. Category 6 – Emergency Purchases

- Types of Purchase: Procurement Card or invoice paid by City check.
- Quote Requirement: Telephone, fax, internet, or in-person quotation suggested.
- Approval: Department Head for Category 1 and 2 level purchases. Department Head and Purchasing Agent for Category 3 level purchases. City Administrator for Category 4 level purchases. City Administrator with ratification by the Board of Mayor and Aldermen for Category 5 level purchases.
- Purchase Requisition and Purchase Order – **Required if the purchase is a category 3 or higher purchase.**

4.02 Unauthorized Purchases

Except for emergencies or other authorized exemptions stated in these guidelines, no purchase of supplies, services, or equipment shall be made without authorization as described within this manual. No representative of the City shall enter into a verbal agreement or make any arrangements until final approval is granted. In the event that an unauthorized purchase is made, the following may apply: (1) such purchases are void and not considered an obligation of the City, and (2) the person ordering the unauthorized purchase may be held personally liable for the costs of the purchase or contract.

No employee may purchase City property for his/her own personal use unless it is purchased through the City's public surplus property auction. This includes new and used equipment, materials, or supplies. No employee may use the purchase power or tax exempt status of the City to make private purchases.

4.03 Prohibition against Subdivision

No contract or purchase shall be subdivided to avoid the requirements of the Purchasing Manual. Delegated procurement authority is based on the total cost of goods and/or service. Splitting an

order so that the total cost is within one's spending authority is prohibited.

4.04 Tax Exempt Status

The City of La Vergne is exempt from Federal, State, and Local taxes except in certain prescribed cases. An exemption certification is available from the Finance Department or Purchasing Agent and should be furnished to any of the City's suppliers so as to ensure that no sales taxes are applied to purchases of all goods and services procured on the City's behalf. It is the responsibility of the purchaser to ensure that all purchases take advantage of the City's tax exempt status. Failure to procure goods and services on a tax exempt basis constitutes a violation of the Purchasing Policy and Ordinance and may be subject to revocation of purchasing privileges as well as disciplinary action as specified in Section 2.07. The acquisition of goods and services on a tax exempt basis for personal use is not allowed and will be considered as a violation of the Purchasing Policy.

SECTION 5: PURCHASE REQUISITIONS / ORDERS

5.01 Purchase Requisition

A role of City Purchasing is to meet valid needs for materials, goods, services, construction, and equipment by providing the right products or services in the right quantity, at the right price, at the right time, and at the right place. To accomplish this, it is necessary for the various departments to inform the Purchasing Agent of their requirements by the preparation of a Purchase Requisition (PR). The Purchase Requisition serves to inform the Purchasing Agent of the needs of a specific user department and to correctly define the material or service requested. The requisition is not an order, but merely the request for Purchasing to procure the item(s) or service(s) in accordance with established City purchasing policies and procedures. The procedures that are set forth in this manual have been established as a tool used by Purchasing for the processing of all requisitions. The Purchase Requisition will begin with the issuing department.

1. When Prepared - The requesting department should anticipate their requirements and submit requisitions allowing ample time for Purchasing to complete action to secure the items needed at the time required. Rush or emergency orders shall be authorized on a case-by-case basis to avoid additional costs affiliated with expediting delivery.
2. Who Prepares - A Purchase Requisition shall originate in the using department at the level where the purchase is to be used and proceed to the Purchasing Agent after receiving approval of the Department Head or in the absence of the Department Head, his/her designee.
3. Data Entry of Requisition - A properly prepared requisition must, at a minimum, contain the information listed below:
 - a. Department/Location/Date – Fill in your department name, date in the appropriate blanks.
 - b. Vendors – Enter the vendors and identifying information from which quotes or bids were obtained in the columns provided.
 - c. Ship to – Shipment will be to the main department location unless otherwise indicated on the requisition.
 - d. Method/Terms – Enter shipping FOB term.
 - e. Quantity – Defaults as 1, but can be changed to the number of units being requested.
 - f. UOM – The unit of measure for the item. Typical is EACH, LB, FOOT, SUM, etc.
 - g. Unit Price – Include the unit price or extended price, which may be a “quote” price received.
 - h. Extended Price – Quantity x Unit Price
 - i. Freight – Enter a freight cost, if needed.
 - j. Description – Give a precise description of the specifications of the item or service desired i.e. size, dimensions, type, weight, construction of item and/or equipment,

and other pertinent information. If applicable, provide a manufacturer's brand name and model for the purpose of establishing a standard of quality. If the purchase is of a technical nature, specifications should accompany the requisition. If the item cannot be described, except with a great amount of detail, a brief description should be given, followed by the trade name or model number of an acceptable item or "equal." Indicate if the item is known to be on GSA (Federal), State or other contracts and note the contract number.

- k. Account Number – Indicate the expenditure code of your department. Particular attention should be given to coding the appropriate account. Where multiple account numbers are utilized, please provide Purchasing with a dollar allocation in lieu of percentage allocation.
4. Release of Requisition - Once the requisition has been completed, it will require Department Head approval. The requisition is then forwarded to the Purchasing Agent for review.
- a. Purchasing Agent will review the requisition to determine if it is properly prepared, has the required account codes, budget, quotes, approvals, and adequate description. If information is incomplete the requisition will be rejected.
 - b. A Purchase Requisition may be corrected by the Purchasing staff or rejected and returned to the issuing department for any one of the following reasons:
 - Lack of proper signature.
 - Lack of proper support documents (written quotes, sole source justification, or "piggyback" verification).
 - Unauthorized purchase.
 - Incorrect account numbers have been used.
 - Improper vendor selected.
 - Insufficient account balance available.
 - Insufficient budget approval for capital items.
 - Contract number and/or start and end date not shown.
 - Vague or incomplete description.
 - Unit price discrepancy.
 - Other reasons not stated above.

Once review and authorizations are completed, the Purchasing Agent will encumber the funds. The Purchase Requisition is then converted to a Purchase Order and sent back to the requesting department. The requesting department shall then be responsible for placing the order, forwarding a copy of the purchase order to the vendor as may be required.

5.02 Standard Purchase Order

- 1. Purpose - The Standard Purchase Order, a/k/a "Regular Purchase Order" or "Normal Purchase Order" is a legal document authorizing the purchase of and subsequent payment for materials, supplies, equipment, construction, repairs and services of

\$1,000.01 or more.

2. When Issued - A Standard Purchase Order shall be issued by the Purchasing Agent only against Purchase Requisitions approved by a Department Head.
3. How to Prepare - The Standard Purchase Order is prepared from the requisition and shall be written so that it is concise and clear. This will prevent unnecessary misunderstandings and correspondence with vendors.
4. Routing of Standard Purchase Order - The Purchase Order may be printed or disbursed as needed:
 - a. Vendor Copy – a copy may be mailed, faxed or emailed directly to vendor by the Purchasing Agent or the requesting department.
 - b. Department Copy – a copy may be faxed or emailed to the requesting department for departmental record.
 - c. Finance Department Copy – a copy shall be scanned into the City’s Digital Imaging System (Laserfiche) for departmental record.

5.03 Blanket Purchase Order

1. Purpose - Blanket Purchase Orders (BPOs) are used throughout the City for the purchase of small dollar repetitively purchased items where the exact quantity needed is not identified at the time the BPO is issued. BPOs reduce the quantity of paperwork and decentralize the ordering of materials and/or services on a day-to-day basis.
2. When Used - A Blanket Purchase Order is issued to a vendor, against which multiple purchases may be made for a specific period of time, often establishing fixed price, term, and other conditions. Similar to a Standard Purchase Order, City department funds are encumbered upon the establishment and issuance of the BPO. A Blanket Purchase Order is also useful for repeated purchases of the same type of commodity item or service by a department. This eliminates the need for department submittal of multiple Standard Purchase Orders - issuing a single Purchase Requisition for a Blanket Purchase Order.
3. How to Prepare
 - a. The Blanket Purchase Order is prepared from a purchase requisition and shall be written so that it is concise and clear. This will prevent unnecessary misunderstandings and correspondence with vendors. At a minimum, the Purchase Requisition should contain:
 - Items or types of items authorized for purchase.
 - Item prices (when available) or total purchase order amount.
 - Specified term.
 - Name of the user.
 - b. If a using department plans to only issue one or two purchases from the BPO over

a specified time period (term), then a Standard Purchase Order should be used for each purchase instead.

- c. A single purchase transaction is the total cost for that transaction and includes all associated components (*i.e. shipping, delivery, etc*). A single transaction cannot exceed \$1,000 unless:
 - Pricing is based on written quote, bid or contract pricing from the City of La Vergne or another governmental entity – “piggyback” purchase
 - The purchase is sole source, waiving the competitive bid process. The rule of thumb is that a purchase exceeding \$1,000, other than the above, requires, at a minimum, three (3) written quotes. Such a purchase should then be processed as a Standard Purchase Order instead.
4. A Blanket Purchase Requisition equal to or exceeding \$25,000 requires Board of Mayor and Aldermen approval. The issuance of a Blanket Purchase Requisition subsequent to an approved or awarded bid or contract does not require additional approval; however, the blanket terms must be in accordance with the terms of the pre-approved or pre-awarded bid or contract.

Note: Multiple Blanket Purchase Requisitions shall not be issued to circumvent the approval process.

5. Routing of Blanket Purchase Order - The Blanket Order shall be printed or disbursed in the same manner as a standard purchase order.
6. How to Use
 - a. Users shall not receive goods or services from a submitted BPO Requisition until approved by Purchasing and a BPO number is assigned.
 - b. Using departments should make timely and calculated preparations for completing BPO purchases at each fiscal year end, to avoid the unnecessary encumbrance of funds. All BPOs will typically be closed at the end of the fiscal year and a new Blanket Purchase Requisition entered and submitted to Purchasing for the next fiscal year.
 - c. The Purchasing Agent and/or the Finance Director will conduct period reviews of the use of BPOs by the user departments to determine if the scope and intent of the BPO process is being followed.

5.04 Emergency Purchase Order

1. Purpose - An “Emergency” is defined as a situation brought about by a sudden unexpected turn of events or any circumstance or cause beyond the control of the City in the normal conduct of its business. An emergency purchase is made to alleviate a situation where there is a threat to public health, welfare, safety, or significant disruption of operations of a department that can only be rectified by immediate purchase of equipment, supplies, materials, or services.

2. When Issued - An emergency purchase may be made without competitive bidding when time is of the essence, and only for the following reasons:
 - a. To preserve or protect life, health, or property; or
 - b. Upon natural disaster; or
 - c. To forestall a shutdown of essential public services.

Since emergency purchases do not normally provide the City an opportunity to obtain competitive quotes or properly encumber committed funds, sound judgment shall be used in keeping such orders to an absolute minimum.

3. How to Prepare - An “emergency purchase” must fit the circumstances noted above and requires such competition as is practicable under the circumstance.
 - a. The following requirements shall apply:
 - The Purchasing Division shall be contacted as soon as possible for an advanced Purchase Order number, which may be given verbally, to cover the emergency transaction.
 - A completed Purchase Requisition shall be submitted to Purchasing within two (2) working days, or as soon as the information is available. All Purchase Requisitions for emergency purchases shall be signed by the appropriate Department Head.
 - A Department Head often makes true emergency purchases on weekends, holidays, or after hours. The Department Head or his designee may make emergency purchases when he/she has determined circumstances require immediate requisition of goods or services and after consultation with and approval by the City Administrator.
 - b. Documentation explaining the circumstances and nature of the emergency purchase shall be submitted by the appropriate Department Head as follows:
 - Emergency purchases between \$5,000.01 and \$24,999.99 (Category 4) - Process as Purchase Requisition, referencing “Emergency” in the body of the PR and providing complete backup documents, and any obtained quotations. The City Administrator shall approve.
 - Emergency purchases that exceed \$25,000.00 (Category 5) - Process as Purchase Requisition, referencing “Emergency” in the body of the PR and providing complete backup documents. The City Administrator must request ratification by the Board of Mayor and Aldermen.
 - If the emergency purchase causes any budget line to exceed the approved budget, it shall be the responsibility of the requesting department to obtain approval for transfer of funds to cover the purchase.
4. Routing of Emergency Purchase Order - The Emergency Purchase Order shall be printed and routed in the same manner as a standard purchase order.

5.05 Purchase Order Exceptions

1. PO Exceptions - The provisions of this policy do not apply to the following instances or procurements:
 - a. Utilities including gas, electric, water, sewer, landline phone services, wireless phone services, and internet services. These exceptions may only be paid after the Finance Director has reviewed the bill for accuracy and validity prior to payment.
 - b. Goods or services required for confidential and secure investigations, apprehensions and detentions of individuals suspected of or convicted of criminal offenses by law enforcement personnel. These exceptions may only be paid out according to the State Comptroller's Confidential Drug Funds Manual.

5.06 Purchase Order Changes or Cancellation

1. PO Changes - Whenever a change of any kind on the original order is requested, the actual change is made by submitting a Purchase Order Change Request Form to Purchasing. This form should be filled out completely, approved by the originating department, and sent to the Purchasing Agent for authorization and processing. After the change has been completed, the purchase order is reprinted with a notation of the change and the date completed on the purchase order face. The reprinted purchase order follows the same disbursement as the purchase order. (Reference Section 6)
2. Cancellation - If the requisitioning department requests to cancel a Purchase Order, department staff should notify the vendor as soon as possible. Department Staff will also send an approved Purchase Order Change Request Form marked Cancel, with the reason for that cancellation properly noted, to the Purchasing Agent. The Purchasing Agent will process the cancellation. (Reference Section 6)

5.07 Receiving, Inspection, and Testing

1. Receiving and Inspecting - The PO face identifies the location or department the materials and/or supplies are to be delivered. It is the responsibility of the using department to:
 - a. Receive product by checking the shipment upon delivery for possible shipping damage, matching quantity and description to the Purchase Order. The following are steps to take when receiving material:
 - Verify the count. If there is a shipping discrepancy, note shortage on both shipper's and deliverer's copies of the receipt.
 - Check for visible damage. Note on all receipts.
 - Check for concealed damage – make note of broken or crushed containers.
 - In signing a delivery receipt add "except for concealed damage, if any."
 - Notify carrier in writing of any damage found and request an inspection.
 - If you do not have time to verify delivery immediately upon receipt, please sign delivery ticket and include "delivery not checked for accuracy or damage."

- b. After determining that there is no damage and the correct product and quantity have been received, sign the accompanying invoice. Any discrepancies should be noted and the vendor should be contacted immediately and made aware of the discrepancy.
2. Testing - Testing of certain materials and supplies is occasionally necessary. The using department (and the Purchasing Agent as required) is responsible for all details in connection with any necessary testing. Testing requirements should be included in the written specifications on the Purchase Order.

5.08 Processing for Payment

An invoice is the vendor's statement of their charges against the City for materials or services rendered. The invoice is based upon the Purchase Order and should contain the same basic information. The prompt and proper processing of an Invoice is recommended. Upon receipt of vendor invoice and completion of delivery and acceptance of material or service, the department will promptly process the invoice and forward to Accounts Payable in the Finance Department.

Required data shall be completed as follows:

1. Invoice for PO payment: Enter receipt date, entire PO number, accounting codes and amounts to which the Invoice is to be charged, and authorized signature.
2. Invoice for non-PO payment (Check Request): Stamp invoice with invoice processing stamp, fill out account code (fund, function, object) and obtain Department Head signature. A check request may be used when invoices are not available (i.e. refund of facility deposits, etc.).
3. Partial Payment: Partial payment will not be made except when partial deliveries are made for the convenience of the City or when a discount is available.
4. Credit Memo: An Invoice credit memo shall be processed and submitted with red stamped block, the same as invoice for PO payment in 1 above. Credit memos must not be held at the department location.

SECTION 6: PO MAINTENANCE

Occasionally a Purchase Order requires change to alter, adjust, or revise the language; to add or subtract lines, or to liquidate or cancel the Purchase Order in its entirety. A change order is a written order amending a purchase contract to correct errors, omissions, or discrepancies in it; to cover acceptable cost adjustment; to add freight cost; to incorporate requirements to expand or reduce the scope of goods or services ordered; or to direct other changes in contract execution to meet unforeseen field, emergency, climatic, regulatory, or market conditions. Required changes are initiated by use of a Change Order Form which details the Purchase Order to be changed, and all changed items such as price, model number, freight allowances, etc. Purchase Order maintenance modifies the original terms of the Purchase Order contract and applies to all changes after the initial PO issuance.

6.01 Review of a Change Order Request

Requestors are reminded to enter all required information, including PO line numbers, function and object codes, and justification for change. Upon receipt of a properly executed PO Change Form, Purchasing checks the request for accuracy and improprieties. Change Order Forms may not be processed if authorized signature is invalid or missing or if PO maintenance will increase the total order to \$25,000.00 or more. These changes must first be approved by the Board of Mayor and Aldermen before processing. If the actual invoice amount of a specific PO line item is less than the line amount stated on the Purchase Order, Accounts Payable will pay the invoice amount. If the invoice amount of a specific PO line item exceeds the PO line item stated amount by more the \$50, submittal of a PO Change Order Form is required.

6.02 Processing Change Order Requests

After purchasing review, changes are then entered in the Finance system by the Purchasing Agent. Specific notes are added about the PO change to print on the Purchase Order when it is reprinted. The reprint has the same number of copies as the original and carries the same distribution routing.

6.03 PO Maintenance Requiring City Administrator or Board Approval

PO maintenance that brings the total value of the Purchase Order to \$ 25,000.00 or more, must receive City Administrator approval and may further require Board of Mayor and Aldermen approval before further processing. NOTE: PO maintenance that decreases the orders total, even though the original was approved by the Board, does not require additional Board approval. PO maintenance requiring City Administrator or Board approval must be submitted to Purchasing with documentation explaining the need for the increase. Purchasing will review and validate change as per contract. If Purchasing agrees that a PO maintenance request is valid, then Purchasing will prepare and submit an Agenda Item and copy the using Department for placement on the Board Agenda.

After the Board approves the change, the requested PO maintenance will be processed. Each change must reference the Board meeting date. A copy of each change and accompanying documentation must be attached to the Purchasing Department's file copy of the original Purchase Order.

SECTION 7: BIDS / PROPOSALS & CONTRACTS

With the exceptions of purchases exempt from competitive bids or proposals, as detailed in Section 7.06, all purchases that equal or exceed \$25,000 (Category 5) require the opportunity for competition be given by formal bid or proposal solicitation from vendors.

7.01 Formal (Sealed) Bids [ITB]

Formal (sealed) bids (Invitation to Bid – ITB) and proposals (Request for Proposal – RFP) are the most effective procedures for soliciting competitive prices from vendors in the public (governmental) purchasing sector. Each method has advantages and disadvantages. In this section, the procedures for preparing and processing bids and proposals are addressed.

1. Purpose - Before proceeding with any bid, Purchasing must determine the purpose that is to be served. Will the bid result in procuring goods, services, or a combination of both? Is there a necessity for special protection for the City through bonds and insurance? Will the contract provide a onetime purchase or an annual blanket agreement? All these questions and more must be answered before preparing the bid for issuance.
2. Vendor Selection - A vendor list sufficient to generate at least three responses is required for all purchases that equal or exceed \$25,000. Potential suppliers may be located by using the following resources:
 - a. City bidder database
 - b. State purchasing contracts
 - c. Product catalogs
 - d. Purchasing records
 - e. Thomas Register
 - f. Department Head recommendation
 - g. Trade journals
 - h. Salesperson
 - i. Internet
3. Advertisement of Bids - Adequate public notice of the Invitation for Bid shall be given.

Newspaper: The City will advertise a minimum of one time in newspaper(s) of general circulation in La Vergne. The first advertisement should be at least seven (7) calendar days before the bid opening date. The newspaper advertisement shall include the bid title and general description of the procurement, bid opening date and time, the location for delivery of bids, pre-bid information (if any), bond requirements (if any), and the information of how to obtain the bid specifications.

City Website: Purchasing will post the bid notice on the City of La Vergne's website, www.lavergnetn.gov/Bids.aspx.

4. Distribution of Bids by the Purchasing Division - Bids will be posted on the City's website for downloading by prospective bidders. Registered bidders may be directly contacted by the City through mail, email or telephone regarding outstanding bidding opportunities. Placement on the bidders list does not guarantee receipt of an ITB or RFP. It is the vendor's responsibility to check out bid notices posted by Purchasing.
5. Pre-bid Conference - A mandatory or non-mandatory pre-bid conference may be held with prospective bidders and concerned City staff on complex procurement projects. The primary objective of such a conference is to provide a clear understanding of instructions to bidders relative to drawings, specifications, and local conditions, location of the work, and basic construction methods or work requirements. A site visit may be scheduled following the conference if the project personnel feel it would be beneficial for clarification of specifications. In addition to avoiding quality assurance problems and contingency items in quotations, other benefits that may be derived from conferences are:
 - a. The number of changes in specifications can be reduced.
 - b. Competition may be stimulated by interesting more prospective suppliers.
 - c. Conferences tend to insure that qualified suppliers will submit quotations and tend to discourage submission by suppliers who are not qualified to perform the work or supply the goods.
 - d. An opportunity is given to discuss schedules. This is particularly valuable when hard to get or special materials and equipment is involved.
 - e. An opportunity is given to explain policies and requirements with respect to procurement methods, competitive bidding and negotiation, quotation qualifications and conditions, price provisions in solicitations and any resulting contractual agreements, and the determining factors in making awards.

The conference should be a formally announced meeting with bidders. An announcement of the conference shall be included with the Invitation to Bid. The announcement will state when and where the conference will be held. In order to derive the greatest benefit from a conference, adequate time should be provided for the prospective suppliers to review the plans and specifications prior to the conference. The conference should be attended by personnel qualified to answer completely and accurately all questions relating to matters such as contract provisions, design and specifications, and production techniques that are expected to be discussed. A formal record shall be made of persons attending and the organizations represented through the use of a sign in sheet.

During the pre-bid conference, the specifications are reviewed and discussed with all vendor representatives in attendance. Care shall be taken to clarify the specifications as requested so as to insure that a vendor is not written out, thereby, eliminating them from the bidding without due cause. Only in those instances where a vendor requests a change in the specifications that would result in compromising the intended use and quality of the equipment are such requests denied.

It is important that persons attending be clearly informed that no oral statement from any person which modifies plans and specifications will in any manner or degree, be considered official until covered in a written addendum to the Bid or Request for Proposal.

6. Issuing Addenda - Once an invitation to bid has been issued, no changes in the specifications can be made unless an addendum is issued, clearly pointing out such changes. All addenda shall be issued at least 48 hours prior to bid opening date, unless waived by the Purchasing Agent. If there is not sufficient time, the bid date will be changed. Addenda shall be issued in the same manner as the invitation to bid. If a vendor has already submitted a bid, they shall be notified by the Purchasing Agent about the Addenda.
7. Bid Format - To avoid duplication of effort in bid preparation, Purchasing has created a bid format, which provides the “boilerplate” or general terms and conditions of the bid. Care is taken that appropriate protection is afforded the City through requirements for bid bonds, insurance, and/or performance and payment bonds. Deletion of these items may result in loss of any meaningful protection for the City in the event of a vendor default or noncompliance.
8. Bid Conditions - In addition to the general conditions or “boilerplate,” most bids require special conditions, which pertain specifically to the bid in question. Conditions differ from specifications in that conditions refer to requirements, which must be met by the bidder before specifications of his/her bid item are even considered. For example, a supplier of furniture who cannot meet the required condition of a 30 day delivery will be eliminated, even though his furniture may meet all physical specifications. Conditions allow the City a high level of protection by the inclusion of various clauses relative to renewal of contract, cancellation, settlement of disputes, payment terms, delivery schedules, etc.
9. Bid Specifications - Except for some City wide contracts, specifications for all departmental bids should be provided by the requesting department, preferably in Word format. (Reference Section 8) Reasons for this policy are as follows:
 - a. As prime user, the department is best aware of any special characteristics or problems.
 - b. Because they probably utilize the item daily to be bid on, the department is best aware of any new developments in that product field.
 - c. Scientific, engineering, or other technical descriptions must be provided by department staff that are qualified to do so. Purchasing staff may assist in writing technical specifications. However, technical specifications must be reviewed and approved by the using department. Specifications are the basis for a vendor’s bid. Realizing that the bid will be compared primarily on the basis of price, a vendor will seek to offer an item that only meets the specifications. Consequently, it is vital that specifications make no assumptions, but rather detail every important facet of the item in question. To do so invites delivery of items, which meet

specifications, but fail to meet the department's expectations.

A specification is defined as "a concise statement of a set of requirements to be satisfied by a product, material, or a process. "An objective of the Purchasing is to arrive at "performance specifications" which satisfy the need while allowing the greatest number of competing firms to bid. Therefore, it is more desirable to describe an item by the job it is intended to do and the physical characteristics it must exhibit than merely to specify a given brand and model with no substitutions.

Specifications may be by performance description, or brand name; or a combination of the above. In some cases, description by noting the brand name of an acceptable unit may be the preferred method. Purchasing staff recommends the use of more than one brand name as a reference. To assure competition when using brand names, the phrase "or equal" should, in most instances, follow the brand description. This allows vendors of similar products to bid thus promoting maximum competition and the best value for the City. Should proof of equivalency arise, the burden is on the substituting vendor to provide it. Final judgment of equivalency shall reside with the Department Head or his/her designee.

10. Bonds and Insurance - Bonds offer tangible protection in the form of monetary assurances that the bidder will meet his obligations. Bonds must be secured by the bidder at his/her own cost, and generally may be classified as follows:

Insurance is required to safeguard the City from any claims resulting from damage to property and/or injury to persons caused by the vendor or his actions. The vendor, at his own cost, must secure insurance policies that name the City of La Vergne as an "additional insured" party. (Reference Section 9)

11. Bid Response - Aside from any attachments such as plans or drawings, a separate document titled Bid Sheet shall be prepared by Purchasing. This page provides blank spaces labeled for the vendor's company name, address, phone number, signature, title, date, and email address. Vendors will be advised in the bid document to use only the provided Bid Sheet. The Bid Sheet also provides a Bidder's Certification statement that the vendor, by submitting his bid, acknowledges that he/she will meet all bid terms, conditions, and specifications contained in the bid. The purpose of requiring the Bid Sheet is to control the bid submittal documents so that vendors do not submit bids which include verbiage negating or modifying the terms of the bid. Any vendor that attempts to do so will be rejected. Additionally, the bid sheet will include the bidder's price by unit and/or total, delivery data, freight charges, warranty data, and any other special information required by a specific bid.

12. Receipt of Bids - Control of the bid document is essential. Bidders will submit their bid in a sealed envelope with the following information clearly marked on the outside:
 - a. Vendor Name.

- b. Due Date (month, day, year).
- c. Time Due (hour / a.m. or p.m.).
- d. Bid Title.

Each bid received will be date and time stamped by Purchasing and/or City Administrator's Office. On occasion an envelope will be received without proper information on the outside identifying it as a bid reply. On such occasions, after an actual bid envelope has been opened, the appropriate bid information will be written on the outside of the envelope, time stamped, reason it was opened prematurely, and resealed for reopening on bid closing date.

All sealed bids shall be received at the Purchasing Agent's Office, 5093 Murfreesboro Road; La Vergne, TN 37086. Purchasing is located in the City Hall Building. Sealed bids will be received by Purchasing until the closing date and time. It is the sole responsibility of the bidder to ensure that their bid reaches the Purchasing Division before the closing date and hour stated on the bid document.

- 13. Late Bids - Any and all bids received in Purchasing or specified receiving location, after the scheduled date and time for opening will be considered a late bid and will be rejected, unless it is determined by the Purchasing Agent that the late receipt was due primarily to City mishandling of the bid after receipt. A late bid will be identified as a "Late Bid" on the outside of the envelope or container noting date and time received and remain unopened in the applied bid file. The bidder will be notified of their late bid status and given an opportunity to pick up the bid or make arrangements for return, at their expense.
- 14. Bid Opening - A sealed bid opening is a formal, official event and should be carried out in a professional, businesslike manner. Purchasing staff shall avoid making any frivolous or preferential statements, which might compromise the City's position and the reputation of the Purchasing Agent. Unless conditions demand another site, bids are opened in the City Hall Board Room or nearby conference room. Bid openings are open to the public and all interested bidders. The bid opening time must be strictly adhered to.

As the bid opening starts, the Purchasing Agent or designated official opening the bid will introduce his/her staff and any City officials present. An announcement that "no award will be made at this time" will precede the opening of the first bid. Bids will be opened by the Purchasing Agent or his/her designee and recorded. As each bid is read aloud, the dollar amount will be repeated clearly twice.

After the last bid is opened, attending vendors are advised that an award decision will be made after review of the submitted proposals, and thanked for attending the bid opening. To avoid possible tampering, bids are not to be distributed for general investigation by the bidders present. Under no circumstances will vendors or the general public be allowed to privately review bids.

Only after all bids have been fully analyzed and a recommendation has been made, will the bids be consider public record and available to access by the public.

15. Preliminary Screening of Bids - Unsigned bids shall not be considered. After a bid has been opened, no changes in bid prices or other provisions shall be permitted. Under no condition will a facsimile (fax) or electronic response be acceptable. Prior to opening of bids a vendor may correct or withdraw his bid. Following the bid opening, when a mistake is either detected by Purchasing or alleged by the bidder, the bidder should be asked to verify his bid and produce supporting evidence of the mistake. If the bidder responds supporting the mistake, the Purchasing may correct the bid if the mistake was an obvious or apparent clerical error. Examples are:
 - a. Obvious errors in placing decimal points.
 - b. Obvious discount errors.
 - c. Error in extension of unit prices, however, unit prices always prevail.

If the mistake is not an obvious or apparent mistake of a clerical nature, it must be referred to the City Attorney for action.

16. Waiver of Informalities - Bids may be defective in that they fail to give certain information requested by the invitation. For example, a bid may fail to furnish required catalogs or descriptive data. These “minor” informalities may be corrected by allowing the bidder to furnish the information prior to award, or by waiving them if time does not permit their correction. The difference between a minor informality and a failure to conform to the essential requirements of the invitation may be difficult to determine without legal advice.

Nevertheless, the decision to allow the defect to be corrected will be judged according to the fundamental principle – Is it in the best interest of the City to do so and/or will it be prejudicial to the interests of the other bidders and/or will it affect the intended use for which the purchase is being made? The City reserves the right to waive any bid informalities when deemed in its best interest.

17. Alternate Bids, Approved Equivalents - The bidder may offer any brand for which he/she is an authorized representative that meets or exceeds the specifications as written. If the bid is based on an “approved equivalent or equal” item, supportive information in the form of the manufacturer’s printed literature or brochures, sketches, diagrams, and/or complete specifications must accompany the bid. The bidder must explain in detail the reasons why the proposed equivalent or equal will meet specifications and not be considered an exception thereto. The City reserves the right to determine acceptance of proposed equivalent or equal items. If an Invitation to Bid does not expressly permit the submission of alternate bids, a bid which qualifies the specifications should be rejected as unresponsive. However, if a bidder submits a bid conforming to the specification and also offers an alternate, the alternate may be accepted if the bidder is the best value on both bids. Therefore, no prejudice results to the other bidders.

18. Tabulation of Bids - The requirement for recording bids involves the preparation of a Bid Tabulation Sheet. The information which normally is transcribed on the bid tabulation includes the bid name, opening time and date, item number, description of items and services, quantity, unit, unit price, bidder's name and location, deliveries, remarks or any other information which will be helpful in making the evaluation.
19. Bid Review - After the bid opening, copies of the Tabulation Sheet, Bidder Response Sheets, Bid submittals, and all pertinent documents such as warranties, brochures etc. are available to the requesting department. The requesting department will be ask to promptly and thoroughly review each bid for compliance with specifications. Bid items not meeting minimum specifications should be rejected. In general, the lowest responsible, responsive bid meeting specifications should be awarded the contract. The Purchasing Agent shall also review the bids and become familiar with the bids in order to advise and/or assist the department in its recommendation for award. With the exception of the tabulated bid prices, all other bid information is not available for public review until a recommendation to award has been forwarded to the Board of Mayor and Aldermen.
20. No Bid - On occasion, the Invitation to Bid will receive no responses. In those cases, the following options should be evaluated:
 - a. Contact vendors on bid list to determine reason for lack of response.
 - b. Contact the user department to determine if rebid is desired, using information obtained from vendor response.
 - c. Review specifications if decision is made to rebid.
 - d. Revise bid documents where appropriate.
 - e. File the closed bid in the Purchasing files if decision is made not to rebid.
21. Only One Bid Received - When only one bid is received, the following options should be evaluated:
 - a. Inquire of those who did not bid to determine the reason for lack of response.
 - b. Accept or reject the bid based on information received and taking into consideration the City's position favoring competition.
 - c. Accept the bid if time is crucial and cost is reasonable, as the opportunity for competition was afforded by initial competition.
 - d. Reject the bid if time permits for re-solicitation.
 - e. Review specifications, revise if necessary and rebid.
22. Tie Bids - In the event two or more bids are received which are equal with respect to price or quality of the product and with no evidence of collusive bidding, the Purchasing Agent will flip a coin in public to determine who should receive the bid.
23. General Criteria For Award - Recommendations for award of bids are made and/or approved by the requesting Department Head to the lowest, responsive and responsible bidder. In determining the lowest responsive and responsible bidder, the following, in

addition to price, shall be considered as a basis for award:

- a. The ability, capacity, and skill of the bidder to perform under the terms of the bid documents
- b. Whether the bidder can perform the contract or provide the materials or service promptly, or within the time specified, without delay or interference
- c. The character, integrity, reputation, judgment, experience, and efficiency of the bidder
- d. The quality of performance of previous contracts and the providing of materials and/or services
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract, or the providing of materials or services
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the materials or services
- g. The quality, availability, and adaptability of the supplies, equipment, or contractual services to the particular use required
- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract
- i. The number and scope of conditions attached to the bid

Should there be reason not to recommend award to the lowest bidder; the decision must be fully explained in a memo from the requesting department for formal evaluation by purchasing staff.

24. Responsiveness vs. Responsibility

Responsiveness:

- A responsive bid conforms substantially to all *material* elements of an Invitation to Bid (ITB).
- A nonresponsive bid is not valid and must be rejected – it cannot be cured after bids are opened.
- The determination of responsiveness is not discretionary (although it does require interpretation of the standard).
- A contract awarded to a nonresponsive bidder is void.

Responsibility:

- Relates to the bidder's qualifications
- Evidence of responsibility is sometimes obtained after the bid opening
- Determining responsibility sometimes involves discretion and judgment by the awarding staff.

25. Rejection of Bids

The following reasons may be considered causes for rejection of a bid:

- a. All prices too high or unbalanced
- b. Sufficient funds not budgeted or available

- c. An error in the specifications sufficient to have caused confusion and misunderstanding among bidders
- d. The item on which bids were requested is no longer needed
- e. Lack of adequate competition
- f. Noncompliance of specifications
- g. Submission of more than one bid in response to a single invitation
- h. Lack of adequate work history and/or work experience
- i. Debarment of bidder (vendor). (Reference Section 12.04)

A bid must be rejected for any of the following reasons:

- a. Does not comply with applicable law.
- b. Does not provide what the City seeks to acquire (either too much, or too little).
- c. Contains a material defect (waiver would give the bidder a competitive advantage over the other bidders.)

Framework for analyzing responsiveness:

- a. Does the bid comply with legal requirements? If not – reject.
- b. Does the bid provide what the City seeks to acquire? If not – reject.
- c. Does the bid contain an error or defect? (Analyze whether the error or defect is material or is waivable).

In the event all bids have been rejected for one or more of the reasons above, Purchasing will notify all of the participants and the City staff involved of the official reason(s) for the ruling and the next step the City may take to fulfill the bid requirement. The bid specifications should be reviewed and any changes made to reissue the bid solicitation.

26. **Bid Award** - It shall be the responsibility of Purchasing, in conjunction with the requesting department, to determine the bid that is the best value for the City. If a recommendation is made to accept a bid other than the apparent low bid meeting specifications, the Bid Analysis must include adequate documentation to justify the rejection of the low bid. After the review and analysis, provided there is no disagreement, Purchasing will then process an agenda item for Board consideration depending upon approval threshold.

Purchasing staff will prepare a Board of Mayor and Aldermen Agenda Item and forward to the Finance Director for certification. The Finance Director will certify that sufficient funds are available and budgeted for the purchase. Following either Board approval or award, Purchasing and/or department will prepare a requisition for the award.

7.02 Local Vendor Preference

Preference Policy - Vendor preference is the practice of awarding bids to local firms that are not the lowest responsive bidder if their price does not exceed the lowest responsive bidder by an agreed upon percentage. While this practice does occur in some jurisdictions it is not supported by the State of Tennessee nor is it support by the National Institute of Government Purchasing

(NIGP).

The NIGP position states *"Although some people assert that buy-local preferences will protect existing jobs, create new jobs, and strengthen the economy, the sad reality is that the practice of favoring vendors within a defined geographical area only encourages inflated prices which are paid by the taxpayers of the jurisdiction who administer them. By causing prices to rise, preference results in a direct subsidy to a few taxpayers at the expense of the general taxpaying public. When an agency has a preference, [ed., then] potential, reliable and sound vendors consider it futile to bid in such a climate. When they do not bid, competition becomes less keen and prices rise."*

The City of La Vergne does not have nor does it support a local vendor preference when awarding bids.

7.03 Formal (Sealed) Proposals – Request for Proposals

1. Purpose of Proposal - As with bids, the primary action is to ascertain clearly the purpose to be served by the proposal. Proposals are by nature more general than bids; it is vital to provide the correct parameters within which the vendors are to operate. Proposals are used when the price is not the only element that requires evaluation and consideration. The proposal will contain customized criteria for evaluation and scoring of points used in the determination of an award.
2. Proposal Format - As in the case of bids, a prepared standard format is maintained by Purchasing for proposals. Proposal Conditions and Specifications:

Conditions and specifications for a formal proposal generally differ from the same items for a bid in the following ways:

- a. Due to the general nature of a Request for Proposal, conditions and specifications may be intermingled rather than separate.
- b. Both conditions and specifications will tend to be broad, allowing the vendors a wide range of options from which to arrive at a proposal which accomplishes the desired goal.
- c. Conditions and specifications serve more as guidelines than strict standards. The objective is to allow the vendor's own expertise to design a proposal which will fulfill the City's ultimate specified result.

Conditions and specifications need not be so broad as to promote uninhibited proposals. By establishing boundaries within which to operate, and pointing the vendor toward the direction of the City's goal, the Request for Proposal seeks to elicit the best talents in the market place to fulfill its needs.

3. Formal Proposal - The vendor's complete formal proposal should be submitted with one original and a sufficient number to supply each member of the Selection Committee with

one copy each. Proposals should be supplied directly by the vendor as directed in the solicitation using the format and forms available in the Request for Proposal (RFP) document.

4. Insurance, Bonds, Letter of Credit - As in the case of bids, the City may require letters of credit, insurance, and/or bonds to protect its interests. Generally, proposals do not require bid bonds.
5. Formal Proposal Opening - The opening of proposals should be carried out in a professional, businesslike manner. Proposals arriving after the scheduled date and time for opening will be considered a late proposal and will be rejected. The disposition of a late proposal will be the same as for a late bid, as detailed in Section 7.01 (13) above. As proposals are opened, the Purchasing Agent, or his/her designee shall announce the name of each vendor, their address, and then confirm the number of proposal copies submitted. This data may be recorded by another member of the City staff. At this time, no attempt should be made to read or compare the proposals. Following the opening, proposal copies will be forwarded to the appropriate Department Head and/or or Selection Committee members, with the original of each proposal maintained in the Purchasing file.
6. Proposal Review - Proposal references, certifications, and all documents shall be reviewed by the requesting Department Head and/or Selection Committee members. The selection committee approach is usually chosen when dealing with complex projects requiring input from various departments. The selection committee members will be selected by the project manager and/or the using department. If the selection committee approach is selected, then a department staff member will act as Chair of the Selection Committee. The Selection Committee Chair will: facilitate meetings, prepare recommendations for the top ranked firms, and negotiate and prepare final contract documents. When price is the primary consideration, the lowest bidder whose proposal meets the specifications and provides the best value to be City should be chosen. However, when price is not the primary consideration and design, quality, or other factors are paramount, the decision must be formally documented by the department or committee. The City reserves the right to negotiate prices and scope of work.
7. Recommendation of Award - After department and/or Selection Committee review, the Department Head or Selection Committee Chair through the Department Head, shall submit a completed report to Purchasing along with all notes, score sheets and other documents prepared and used in the selection process. Provided there is no disagreement, Purchasing will then process an agenda item for Board consideration. The City currently has no local business or minority preference in the award of a proposal.

7.04 Bid/Proposal Documents and Meetings

1. Files - Purchasing maintains a complete control file on all formal bids and proposals for

the City processed by Purchasing. The Purchasing files are maintained by bid name, with the files divided by calendar year.

The folder for each bid will contain, at a minimum, copies of the following:

- a. Bid Invitation
- b. Specifications
- c. Bids Received
- d. Bid Tabulation

Public Disclosure - Under Tennessee's Public Records Act, any person has the right to review any document which is kept by the City in the course of regular business; however with regard to bids, the City does not allow interested parties to examine sealed bids or proposals as follows: Sealed bids, proposals, or replies received pursuant to a competitive solicitation are sealed from the public or other bidders until such time as the City provides notice of a decision or intended decision or within thirty (30) days after bid or proposal opening, whichever is earlier. If the City rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the City concurrently provides notice of its intent to reissue the invitation to bid or request for proposals, the rejected bids or proposals remain sealed from the public or other bidders until such time as the City provides notice of a decision or intended decision concerning the reissued invitation to bid or request for proposals or until the City withdraws the reissued invitation to bid or request for proposals. A bid, proposal, or reply is not exempt for longer than 12 months after the initial City notice rejecting all bids, proposals, or replies. *Bid tabulation sheets, communications among City staff member, or City staff analysis of a project are not exempt from public record.*

Purchasing will accommodate vendor telephone and internet requests for bid results to the maximum extent feasible.

7.05 Bidder Protest

Right to Protest – Any actual or prospective bidder or proposer, who is aggrieved in connection with a solicitation or award of a bid or contract may protest in accordance with procedures defined herein.

1. Definitions

Interested Party - A party that is an actual or prospective bidder or offer or whose direct economic interest would be affected by the award or failure to award the third party contract at issue. **Note: A subcontractor does not qualify as an "interested party".**

Protest – A formal declaration of disapproval or objection issued by a concerned person, group, or organization that arises during the procurement process. A protest is a potential bidder's or contractor's remedy for correcting a perceived wrong in the procurement

process.

Protestor – A person, group, or organization that files a formal declaration of disapproval or objection. A protestor must qualify as an “interested party”.

2. Types of Protest

There are three basic types of protests:

- a. Pre-bid Solicitation – Protest is received *prior to the bid opening or proposal due date*. Pre-bid protests are those based on the content of the initial solicitation published by the City requesting bids from vendors or other interested parties.
- b. Pre-award Protest – Protest *following recommendation for award* and is received after receipt of bids or proposals, but prior to award of a contract.
- c. Post-award Protest – Protest received after *award of a contract*. A post-award generally alleges a violation of applicable federal or State law and/or City policy or procedures relative to the seeking, evaluating, and/or awarding of the contract.

3. Protest of Specifications (Prior to Bid Opening)

- a. Any protestor (actual or prospective bidder, or contractor), who is aggrieved in connection with the solicitation of a contract or bid, may protest on the grounds of irregularities in specifications or bid procedure. Such protest must be filed within three (3) business days (excluding weekends and holidays) from the time the facts become known and, in any case, at least five (5) business days prior to the opening of the bid.
- b. Protest must be made in writing to the Purchasing Agent and shall state the particular grounds on which it is based and shall include all pertinent documents and evidence. No bid protest shall be accepted unless it complies with the requirements of this manual Section. Failure to timely protest bid specifications, requirements; and/or terms is a waiver of the ability to protest.
- c. Stay of Procurement: In the event of a timely protest prior to bid opening, the City may proceed further with the solicitation or with the award of the contract unless the Purchasing Agent makes a written determination that the protest should be sustained.

4. Protest of Award Recommendation (After Bid Opening)

- a. Any protest after the bid opening, including challenges to actions of any evaluation of the selection committee shall be submitted in writing to the Purchasing Agent.
- b. The Notice of Intent to File a Protest must be received by the Purchasing Agent no later than 4:00 p.m. on the third business day (excluding weekends and holidays) following the day of the protestor’s receipt of the City’s notice of award recommendation.
- c. The Notice of Intent to File a Protest document shall state all grounds being claimed for the protest and clearly indicate, in their document, that they are intending to file a formal written protest.
- d. The affected party must then file a Formal Written Protest within ten (10) calendar

days after the time for the filing of the Notice of Intent to File a Protest has expired. The Formal Written Protest shall contain the following:

- City bid/proposal title
 - Name and address of the affected party and the title or position of the person submitting the protest
 - A statement of all claimed disputed issues of material fact. If there are no disputed facts, the formal protest must so indicate
 - A concise statement of the facts alleged and the rules, regulations, statutes, or constitutional provisions which entitle the affected party to relief
 - All information, documents, other materials, calculations, and any statutory or case law authority in support of the grounds for the protest
 - A statement indicating the relief sought by the affected protesting party
 - Any other relevant information that the affected party deems to be material to the protest
- e. Stay of Procurement: Upon receipt of timely filed Notice of Intent to File a Protest, the Purchasing Agent will abate the award process of the formal bid/proposal, as appropriate, until the protest is heard pursuant to the informal hearing process as outlined below, unless the City Administrator shall find and set forth in writing particular facts and circumstances that would require an immediate award of the formal bid/proposal for the purpose of avoiding a danger to the public's health, safety, or welfare. Upon such written finding by the City Administrator, an expedited protest hearing may be authorized.

5. Protest of Award (After Bid Award)

- a. A post-award protest must be received within five (5) business days (excluding weekends and holidays) of the award date. Depending on the Purchasing category and/or the awarding authority, the Purchasing Agent, City Administrator, or Board of Mayor and Aldermen shall have the authority to settle and resolve a post-award protest concerning the award of a bid. (Reference Section 4.01)
- b. If the bid protest is not resolved by mutual agreement, the City Administrator and the City Attorney, or their respective designees, shall promptly issue a decision in writing. The decision shall specifically state the reasons for the action taken and inform the protestor of his/her right to challenge the decision.
- c. Any person aggrieved by any action or decision of the City Administrator, the City Attorney, or their respective designees, with regard to any decision rendered under this section may appeal said decision by filing an original action in the Circuit Court of Rutherford County Tennessee, in accordance with the applicable court rules. Any action not brought in good faith shall be subject to sanctions including damages suffered by the City and attorney's fees incurred by the City in defense of such wrongful action.

6. Filing For Protest - All protests must be filed in writing with the City of La Vergne, Attn:

City Administrator, 5093 Murfreesboro Road, La Vergne TN 37086.

7. Prevention

There are four (4) opportunities for the prevention of Bid Protests:

- a. While developing the solicitation document:
 - Ensure specification quality
 - Communicate with bidders (RFI and Q&A)
 - Develop fair, non-restrictive specifications
 - Translate subjective evaluation criteria into measurable, objective criteria
 - Determine evaluation criteria; state the criteria and award standard in the solicitation document
- b. While bidders are developing their bids:
 - Allow written questions (due by a specific date)
 - Carefully consider the questions to determine if a change is needed
 - Respond to the questions through addenda, and change the specifications if necessary
 - Postpone the bid deadline if required
- c. While bids are being evaluated:
 - Evaluate bids based solely on the criteria in the solicitation document
 - If a key criteria is not expressed in the solicitation document, start over
 - Document and support all considerations not related to price
- d. After determination of award:
 - Post notice of award
 - Debrief unsuccessful bidders regarding the evaluation process
 - Once a contract is in place, monitor contract performance, and document problems

7.06 Waiver of Competitive Bids

The following types of purchases and contracts are exempt from competitive quotes or bids:

1. Architectural, engineering, legal, financial and other such professional services as further described in Section 10 or Tennessee Code Annotated.
2. Purchase Contracts – Federal, State, Government Agency, and Cooperative Purchasing Organizations where contracts have already been competitively bid; therefore, the need to bid is satisfied for purchases of this nature. This method of purchase is commonly known as piggybacking, and is particularly desirable if time is a constraint or if the chances for obtaining better prices from other sources is poor. Utilization of these sources waives the requirement for a formal competitive bid. State law does not allow for the use of cooperative purchasing agreements when purchasing the following: New or used vehicles unless the motor vehicles are manufactured for a special purpose; Construction, engineering or architectural services or construction materials; or Fuel, fuel products and

lubricating oils. (Reference: TCA 12-3-1205(b)(4))

3. Sole/Single Source – Sole Source may be used as a procurement method for the purchase of products or services when available from only one source. Single Source (*non-competitive*) may be used (*when approved by the applicable purchasing authority*) when there is only one practical and reasonable source wherein competitive bidding is not feasible or not advantageous to the City. A Sole Source purchase exists when research has determined there is only one potential provider for an item. A Single Source purchase exists when it is advantageous to the City to declare a purchase non-competitive because it will result in verifiable financial savings to the City; is a trial program; or utilizing a competitive process will be detrimental to timely securing the goods or services. More than one potential supplier may exist for a good or service. The Purchasing Agent, in conjunction with the requesting department, will document the advantages of declaring the purchase non-competitive. A Sole/Single Source Request Form must be completed and submitted with each request for sole or single source procurement.
4. Emergency Purchases – Emergency purchases are allowable when certified by a Department Head to the City Administrator, that a delay incidental to competitive bidding would be detrimental to the interest of the City. An “Emergency” is defined as a situation brought about by a sudden unexpected turn of events or any circumstance or cause beyond the control of the City in the normal conduct of its business. An emergency purchase is made to alleviate a situation where there is a threat to health, welfare, injury, or loss to the City that can only be rectified by immediate purchase of equipment, supplies, materials, or services. An “emergency purchase” must fit the circumstances noted above and requires such competition as is practicable under the circumstance. (Reference Section 5.04)
5. Specific Items - These items are exempt from price quotes:
 - a. Dues and memberships in trades or professional organizations
 - b. Subscriptions for periodicals
 - c. Legal advertisements
 - d. Postage
 - e. Expert witnesses
 - f. Abstracts of titles for real property
 - g. Title insurance for real property
 - h. Court reporter services
 - i. Water, sewer, electrical, telephone, and other utility services where competition is not available
 - j. Copyrighted materials not available from multiple sources
 - k. Seasonal and recreational service providers
 - l. Hospitality services and expenses
 - m. Fees and costs of job related seminars and training
 - n. Travel
 - o. Artists, music ensembles (bands) and other entertainment providers and animals.

7.07 Contract Terms

Unless otherwise provided by law or Board authorization, a contract or bid award may be entered into for a period not exceed three (3) years provided that the term of the contract / award is included in the solicitation and subject to the following:

1. Funds are available for the first fiscal period of the contract /award.
2. Extensions of the contract /award for subsequent fiscal years are subject to availability and appropriation of funds. Solicitation for a multi-year contract / award shall include a non-appropriation clause.
3. TCA 7-51-911 provides that contracts for the purchase of gasoline and diesel fuel are limited to twenty four (24) months.
4. Contracts for capital improvement property may not exceed forty (40) years or the useful life of the property whichever is less. (Reference TCA 7-51-902)
5. Contracts for lease or lease-purchase of real property shall comply with TCA 7-51-904 with regard to public notice.

Unless otherwise provided by law, the Board of Mayor and Aldermen may enter into a contract or bid award for a period exceeding three (3) years when the Board deems the contract or award in the City's best financial interest to approve a longer term.

SECTION 8: SPECIFICATIONS

8.01 Purpose

All specifications shall be drafted so as to promote overall economy for the purposes intended and encourage competition in satisfying the City's needs, and shall not be unduly restrictive.

Use of Standardization

Standardization takes advantage of lower prices from buying in bulk. It also lowers the administrative cost of purchasing by reducing the total number of purchases made. Standardization consists of consolidating similar requirements into a single specification, whenever possible and shall be the responsibility of the department head or designee.

Use of Specifications

Specifications are a clear and complete description of the essential requirements that items should meet. Well-written specifications ensure that maximum value is being obtained for the public funds spent; and all qualified vendors, large and/or small, are able to compete on an equal basis.

8.02 Types of Specifications

City staff will usually prepare their own specifications; although professional assistance may be necessary for items of highly specialized or technical nature from time to time. It must be emphasized that specifications must be clear and accurate, updated regularly to reflect technological or market changes, and most of all, avoid the use of restrictive or unfair details that preclude or reduce competition.

1. Open Specification - An open specification describes of all physical and functional features, may incorporate words or phrases from widely accepted industry or governmental standards and approved in accordance with the procedures outlined in this Section.
2. Design Specification - Design specifications describe in detail precise configuration measurement, tolerance, material, standard or a method of testing or inspection.
3. Performance Specification - Performance specifications describes a result or capability that must be achieved by an item such as speed, output maintainability, or reliability.
4. Brand Name or Equal Specification Conditions for Use - Brand name or equal specifications may be used with the approval of the Purchasing Agent subject to the following factors:
 - a. No other design or performance specification or qualified products list is available;
 - b. The nature of the product or the nature of the City's requirements makes use of a brand name or equal specification suitable for the procurement.

- c. Use of a brand name or equal specification is in the City's best interests.
5. Designation of Several Brand Names - Brand name or equal specifications shall seek to designate three, or as many different brands as are practicable, as "or equal" references and shall further state that substantially equivalent products to those designated will be considered for award.
- a. Required Characteristics - Unless the Purchasing Agent determines in writing that the essential characteristics of the brand names included in the specifications are commonly known in the industry or trade, brand name or equal specifications shall include a description of the particular design, functional, or performance characteristics which are required.
 - b. Nonrestrictive Use of Brand Name or Equal Specifications - Where a brand name or equal specification is used in a solicitation, the solicitation shall contain explanatory language that the use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition.

8.03 Brand Name Specifications

Since use of a brand name specification is restrictive of product competition, it may be used only when the Purchasing Agent determines that:

- 1. Only the identified brand name item or items will satisfy the City's needs.
- 2. The Purchasing Agent shall seek to identify sources from which the designated brand name item or items can be obtained and shall solicit such sources to achieve whatever degree of price competition is practicable. If only one source can supply the requirement, the procurement shall be made under Section 3.14 - Sole Source/Sole Provider Purchase.

8.04 Specification Development and Approval

- 1. Research
The user department – Shall determine its needs, research available and alternative products by means of manufacturer product brochures or contacts with salespersons, and prepare and compile a detailed description that can be incorporated into a specification format.
- 2. Approval Procedure
 - a. Initiating Specification Development - The user department shall prepare specifications excepting public improvements that will be prepared by the City Engineer or Consulting Engineers.
 - b. Specification Development - The requisitioning departments shall be responsible for the completeness and accuracy of the specifications. Such specifications shall be submitted to the Purchasing Agent with the source of specifications when

- submitted.
- c. Approval of Specifications - All specifications and revisions to specifications shall be signed by the Department Head and the Purchasing Agent.

8.05 Specification Content

Specifications must be clear, detailed, accurate, well organized and uniformly consistent in format. Specifications constitute a reflection of the City and its staff due to its nature of contact with many vendors. Instructions to Bidders and General Conditions shall be a part of every specification, but may be modified as necessary.

SECTION 9: BONDS AND INSURANCE

9.01 Bonds

Bonds offer tangible protection in the form of monetary assurances that the bidder will meet his/her obligations. Bonds must be secured by the bidder at his/her own cost, and generally may be classified as follows:

1. Bid Bond - This is a document, usually in an amount of 5% of the bid, which guarantees that the bidder will enter into a contract with the City if they win the award. Bid bonds protect the City from erroneous or deliberate low bids which the vendor has no intention of honoring. Should the bidder fail to enter into a contract, the bid bond is forfeited. Bid bonds must be submitted with the bid. Bid Bonds may be required where the contract price exceeds \$100,000.
2. Performance Bond - This bond is a surety instrument guaranteeing that the vendor will perform according to the terms of the contract, and is generally in an amount of 100% of the bid. This bond affords protection from nonperformance and/or non-completion of major contracts, the efforts of which could result in considerable injury to the City. Should the vendor default, the bond is cashed and the City may then utilize the funds to complete the contract with another vendor. Performance bonds are submitted upon award of the contract.
3. Payment Bond - This bond guarantees payment of subcontractors and suppliers providing goods and services to the general contractor, who is under contract to the City. The payment bond relieves the City of financial liens against a project should the general contractor fail to pay his/her suppliers and subcontractors. These creditors will look to the bond for payment. Payment bonds are submitted upon award of the contract.
4. Labor & Material Bond - Same requirements as the Payment Bond. The bond guaranty may, at the discretion of the City, be in the form of a cashier's check, bank money order, bank draft of any national or State bank, certified check, or surety bond, payable to the City. The surety on any bid bond shall be a company recognized to execute bid bonds for contracts of the Federal Government.
5. Letter of Credit Preferred in the case of certain construction projects or multiyear contracts. Must be irrevocable.

9.02 Insurance Terms and Conditions

Insurance is required to safeguard the City from any claims resulting from damage to property and/or injury to persons caused by the vendor or his actions. The vendor, at his own cost, must secure insurance policies that name the City of La Vergne as an "additional insured" party for the duration of the contract term or project and include an auto-renew feature to ensure coverage

does not cease. The insurance guidelines in this section are applicable to all agreements, contracts, and leases. Incorporation of the provisions of this section shall be adhered to as closely as possible and as practical to the specific commodity, repair, service, or construction. Insurance guidelines include basic coverage requirements, one or more of which should be chosen for individual agreements, or contracts on an as-needed basis. Agreements, contracts, and leases shall contain risk management/insurance terms to protect the City's interests.

1. City Defined - The term City (wherever it may appear) is defined to mean the City itself, its Board, officers, employees, volunteers, representatives, and agents.
2. Other Party Defined - The term Other Party (wherever it may appear) is defined to mean the other person or entity which is party to an agreement or contract, any subsidiaries or affiliates, officers, employees, volunteers, representatives, agents, or contractors and subcontractors.
3. Hold Harmless - The Other Party agrees to hold the City harmless against all claims for bodily injury, sickness, disease, death, or personal injury or damage to property or loss of use resulting therefrom, arising out of an agreement, contract, or lease unless such claims are a result of the City's sole negligence. The City shall also be held harmless against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors or omissions liability arising out of performance of an agreement or contract, unless such claims are a result of the City's sole negligence.
4. Payment on Behalf of the City - The Other Party agrees to pay on behalf of the City, and to pay the cost of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph. Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.
5. Loss Control/Safety - Precaution shall be exercised at all times by the Other Party for the protection of all persons, including employees and property. The Other Party shall be expected to comply with all laws, regulations, or ordinances related to safety and health, shall make special effort to detect hazardous conditions, and shall take prompt action where loss control/safety measures should reasonably be expected. The City may order work to be stopped if conditions exist that present immediate danger to persons or property. The Other Party acknowledges that such stoppage will not shift responsibility for any damages from the Other Party to the City.

9.03 General Insurance Requirements

The Other Party shall procure and maintain the described insurance, except for coverages specifically waived by the City, on policies and with insurers acceptable to the City. These insurance requirements shall not limit the liability of the Other Party. The City does not represent

these types or amounts of insurance to be sufficient or adequate to protect the Other Party's interests or liabilities, but are merely minimums. Except for workers compensation and professional liability, the Other Party's insurance policies shall be endorsed to name the City as an additional insured to the extent of the City's interests arising from this agreement or contract. Except for workers compensation, the Other Party waives its right of recovery against the City, to the extent permitted by its insurance policies. The Other Party's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City. They shall be reduced or eliminated at the option of the City. The Other Party is responsible for the amount of any deductible or self-insured retention. Insurance required of the Other Party or any other insurance of the Other Party shall be considered primary, and insurance of the City shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of City, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease. If requested by the City, the Other Party shall furnish complete copies of the Other Party's insurance policies, forms and endorsements. For Commercial General Liability coverage the Other Party shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

9.04 Certificates of Insurance

The Contractor shall procure and maintain required insurance coverages documented on Certificates of Insurance. Such policies shall be from insurers with a minimum financial size of VIII according to the latest edition of the AM Best Rating Guide. An "A" or better Best Rating is "preferred;" however, other ratings if "Secure Best Ratings" may be considered. Required insurance shall be documented in Certificates of Insurance which provide that the City shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change. New Certificates of Insurance are to be provided to the City at least 15 days prior to coverage renewals. The City shall be named as certificate holder; and, except for workers compensation and professional liability, the Certificates of Insurance shall document the City as additional insured to the extent of the City's interests arising from the agreement, contract, or lease. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Other Party's obligation to fulfill the insurance requirements herein.

9.05 Basic Insurance Coverages Required

1. Commercial General Liability - Commercial General Liability for public liability during the lifetime of a contract shall have minimum limits of \$1,000,000 per claim, \$1,000,000 per occurrence for Personal Injury Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies with

a Best's rating of no less than A. All policies shall be on an occurrence made basis; The City shall not accept claims made policies. Specific endorsements will be requested depending upon the type and scope of work to be performed.

2. Professional Liability - The Other Party shall agree to maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a Self-insured Retention (SIR) or deductible exceeds \$10,000, the City reserves the right, but not the obligation, to review and request a copy of the Other Party's most recent annual report or audited financial statement. For policies written on a "Claims Made" basis, the Other Party warrants the retroactive date equals or precedes the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of a Contract, the Other Party shall agree to purchase a SERP with a minimum reporting period not less than three (3) years. Use with consultants or engineers only.
3. Business Auto Policy - The Other Party shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for all owned, non-owned and hired automobiles. In the event the Other Party does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Other Party to agree to maintain only Hired & Non Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form.
4. Workers Compensation Coverage - The Other Party shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and employers liability coverage with limits of at least \$100,000 each accident, \$100,000 each disease/employee and \$500,000 per disease/policy limit. The Other Party shall also purchase any other coverages required by law for the benefit of employees.
5. Additional Insured Requirements - Except as to Workers' Compensation and Employers' Liability, said Certificate(s) shall clearly state that coverage required by the contract has been endorsed to include the City of La Vergne, a political subdivision of the State of Tennessee, its officers, agents and employees as Additional Insured with a CG 2026 Designated Person or Organization endorsement, or similar endorsement, to its' Commercial General Liability. The name for the Additional Insured endorsement issued by the insured shall read "City of La Vergne," political subdivision of the State of Tennessee, its officers, employees and agents along with the Contract and Bid number. The Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or nonrenewal of coverage there under. Said liability insurance must be acceptable by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this agreement to exceed the above City, to provide coverage at least equal to the amended statutory limit of liability of the City.

6. Indemnification - The Other Party shall indemnify, defend and hold harmless the City, its representatives, employees and elected and appointed officials, from and against all claims, costs, demands, legal fees, costs of action, losses, damages or other expenses arising as a result of any negligent act, conduct, error or omission by the City, its agents, employees in the performance of this contract or occasioned wholly or in part by any negligent act, conduct, error or omission by the Other Party, or its agents, employees or subcontractors, in the performance of this contract.
7. Construction Type Contracts
 - a. Subcontractors: It shall be the responsibility of the Other Party to ensure that all subcontractors comply with the same insurance requirements referenced above.
 - b. Deductible Amounts: All deductible amounts shall be paid for and be the responsibility of the Other Party for any and all claims under this contract.
 - c. Umbrella or Excess Liability: The Other Party may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, or Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for Commercial General Liability, Business Auto Liability, or Employer's Liability. Coverage limits will be set at the advice of the Purchasing Agent and should not be changed without their approval. The City, by and through the Purchasing Agent, reserves the right, but not the obligation, to review and reject any insurer providing coverage. The above referenced Insurance Requirements are for use when a contract is utilized or any work will be done on City property.

9.06 Selection of Insurance Requirements

Although the City enters into a wide variety of agreements or contracts each year, the majority of these are grouped into three general types for risk management purposes.

1. Type 1 - Repair, Service, or Supply: Equipment repair, janitorial services, electrical, plumbing, roofing, services, chemical supply, etc.
2. Type 2 - Construction Projects: Building construction or renovation, road, sewers, etc.
3. Type 3 - Professional Services: Architects, engineers, or other consultants providing professional services.

9.07 Insurance Selection Procedure

1. The Purchasing Agent, in consultation with the City Administrator and City Attorney, shall assist the user department in determining the verbiage and insurance coverages to include in agreements, contracts and leases. Such concerns are usually launched in the

- solicitation process.
2. The user department shall supply to the Purchasing Division a brief narrative of the project scope, general work activities and any special/possible Risk concerns peculiar to the project.
 3. The Purchasing Agent, in consultation with the City Administrator and City Attorney, shall determine what the final verbiage, insurance types and coverages should be for the project.
 4. The Purchasing Agent will assure the inclusion of these project specific guidelines in the solicitation and/or in preparation of agreements, or contracts.
 5. Post-award Compliance will be provided by the Purchasing Agent. The awardee will be notified of the award and the compliance requirements to manifest itself in Certificate(s) of Insurance. Any deficiencies are to be discussed with the contractor by the Purchasing Agent and the contractor shall take measures to have such deficiencies corrected; and, new Certificate(s) of Insurance will be sent to the Purchasing Division who will provide final sign-off when fully compliant.

SECTION 10: PROFESSIONAL SERVICES

When selecting firms to provide professional services, and in negotiating contracts for professional services the following procedures are recommended for all non-federal related purchases and required for federally funded projects.

10.01 Definitions

1. Request for Qualifications (RFQ) - A document issued by the City in order to obtain statements of the qualifications from potential firms or individuals. This is often, but not always used prior to the issuance of a request for proposal. Proponents that successfully respond are then deemed to be qualified for participating in the RFP process. RFQs may be used to determine interest in a specific identified project or potential future projects.
2. Request for Proposals (RFP) - The document used to solicit proposals from potential providers for goods and services (Offerors). Price is usually not a primary evaluation factor. Provides for the negotiation of all terms, including price prior to contract award. May include a provision for the negotiation of Best and Final Offers. May be a single step or multi-step process. RFP's are used when desired outcome is known but the approach to be used is uncertain, unclear or needs to be determined.
3. Professional Services - Services within the scope of the practice of architecture, professional engineering, law, financial consulting and similar services by persons or groups of high ethical standards as defined by the laws of the State of Tennessee (Reference: TCA 12-3-1209, 12-4-107).
4. Multi-step Evaluation Process – Often used as part of the RFQ/RFP process. The initial evaluation consist of the review of the technical or qualitative approach being taken by all respondents. Respondents are scored and ranked by a selection committee. Secondary evaluation may consider costs.

10.02 Competitive Selection – Guidelines

1. All RFQ's for Professional Services shall be processed through the Purchasing Agent.
2. All contracts for professional services which equals or exceed \$25,000 must be approved by Board of Mayor and Aldermen.
3. Contracts for services must be accompanied by a Purchase Order. Payments shall be issued against said order with proper authorization.

10.03 Competitive Selection – Procedures

1. A Selection Committee shall be formed to evaluate all statements of qualifications

proposals. The Purchasing Agent and the using department's Department Head should propose the names of at least three but no more than five City employees to serve on the Selection Committee based on their expertise in relation to the scope and execution of the project to be awarded. The Purchasing Agent or his representative shall be an actual or ex-officio member of all Selection Committees, and shall monitor all Committee activities.

2. A Conflict of Interest Form should be filled out by each Committee member at the first meeting.
3. Minutes of each Committee meeting, Conflict of Interest Forms, and scoring sheets are to be retained by the Purchasing Agent. The Purchasing Agent will facilitate the meeting and make sure all legal requirements are met. The Purchasing Agent is responsible for preparing recommendations of the top ranked firm and of the preparation of the final contract documents.
4. The Selection Committee should develop general guidelines for interview procedures for the short listed firms. Interviews and/or presentations shall be optional, as determined by the Selection Committee.
5. Each member of the Selection Committee will assign preliminary scores to each firm after review of statements of qualifications and interviews, as per the established criteria in the bid specifications.
6. The Selection Committee shall discuss their general impressions of the firms and finalize their scores.
7. Recommended criteria for evaluation of proposals include:
 - a. Prior experience with projects of similar size and complexity
 - List and description of similar projects
 - Complexity of similar projects
 - Three references (Contact name & telephone number)
 - b. Past record of performance for the City
 - Project name, dates, cost
 - Whether project was delivered on schedule and within budget
 - City personnel assigned to the project
 - c. Qualifications of personnel including sub consultants
 - Provide an organizational chart that specifies everyone that will work on project
 - Experience of technical staff that will work on project
 - Qualifications of technical staff
 - Experience and qualifications of licensed staff that will work on project
 - Education of staff

- d. Availability of personnel
 - Current work load/staff participation
 - Organization chart of the team
- e. Financial Statements
- f. Technical approach and proposed schedule to perform the tasks described in the Scope of Services
 - Level of effort
 - Effectiveness of the technical approach to complete each phase of the project, maintain time schedules and cost control

10.04 Competitive Negotiation

1. After finalists' ranking, the Purchasing Agent, Department Head, City Administrator, City Attorney and other designated City staff (if required), shall negotiate a contract for services with the firm which has been determined to be most qualified by the Selection Committee, at compensation within a range which has been determined to be fair, competitive, reasonable, and within budget.
2. Should the Purchasing Agent or party negotiating the contract be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, at a price the City determines to be fair, competitive, and within budget, negotiations with that firm shall be formally terminated. After negotiations have been terminated with a firm, negotiations cannot be reopened at a later date. The Purchasing Agent or negotiating party shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the Purchasing Agent shall cancel negotiations. The Purchasing Agent shall then undertake negotiations with higher ranked firms should they express flexibility in the negotiated price.
3. Should the Purchasing Agent be unable to negotiate a satisfactory contract with any of the selected firms, additional firms shall be selected in accordance with procedures noted above. Negotiations shall continue in accordance with these procedures until agreement is reached.
4. Unless otherwise required, a not-to-exceed lump sum contract shall be designated as the preferred form of contract for professional services contracts.

10.05 Less Than Three (3) Firms

In the event less than three (3) firms express an interest in a project or less than three (3) firms are deemed qualified by the Competitive Selection Committee, then the City Administrator shall make a determination as to whether to proceed with the lesser number of firms. If the decision is to re-advertise, and after subsequent advertisement, three (3) firms still cannot be qualified, then the City shall proceed hereunder with the firms qualified.

10.06 Professional Services

1. Professional services are procured based upon demonstrated competence and qualification for the type of service required and at a fair and reasonable costs and as further described in T.C.A. 12-4-107.
2. The City Attorney and City Judge are appointed by Board of Mayor and Aldermen.
3. The City, having a satisfactory existing working relationship with a professional services firm, may expand the scope of the services; provided, that they are within the technical competency of the existing firm.

10.07 Prohibition against Contingent Fees

Contract for professional services when federal funding is involved shall contain the prohibition against contingent fees

10.08 Emergencies

In the event of bona fide public emergencies declared by the Board of Mayor and Aldermen, compliance with some or all of the provisions may be waived by the City Administrator with the exception of federally funded projects.

10.09 Federal and/or State Funded Projects

Purchasing for all federal and/or State funded projects shall be administered in accord with the provisions of this section pursuant to T.C.A § 12-4-107. If any portion of this section conflicts with applicable state or federal laws or regulations, that portion shall be considered void. The remainder of this section shall not be affected thereby and shall remain in full force and effect.

Purpose: To prescribe the policy of the City of La Vergne, TN, hereinafter in section 10.09 is referred to as the Agency, applicable to the procurement, management and administration of consultant services for architectural, engineering, and right-of-way services for projects.

Application:

1. Engineering and Design Related Services

This section is to include all engineering and design related services described in T.C.A. §12-4-107, 40 U.S.C. Chapter 11, 23 U.S.C. §112 (b)(2), 23 CFR Part 172, and 2 CFR 200.317.

2. Right-of-Way Acquisition Services

This section also includes right-of-way acquisition services for required projects. These services include contracts for appraisal, acquisition, or relocation services related to the acquisition of land entered into by the Agency for the purpose of acquiring right-of-way. Since compensation for these services is not paid pursuant to federal regulation, the terms of this section regarding methodology of compensation are not applicable.

Definitions:

1. Competitive Negotiation means a qualifications-based selection procurement procedure complying with 40 U.S.C. §§1101–1104, commonly referred to as the Brooks Act.
2. Engineering and Design Related Services means:
 - a. Program management, construction management, feasibility studies, preliminary engineering, design engineering, surveying, mapping, or architectural related services with respect to a highway construction project or projects; and
 - b. Professional services of an architectural or engineering nature, as defined by Tennessee law, including T.C.A. §12-4-107, which are required to or may logically or justifiably be performed or approved by a person licensed, registered, or certified to provide architectural or engineering services.

Examples of services within the scope of this section include, without limitation, project planning, environmental studies, context sensitive solution/design services, cultural resources studies, geotechnical studies, historic studies, archeological studies, socio-economic and environmental justice analyses, drainage studies, inspection services, intelligent transportation system design and development, traffic control systems design and development, roadway design services, including surveying and mapping, structural design services, materials inspection and testing, value engineering, utility relocation/coordination, and utility analysis/design services with respect to a highway construction project or projects.

3. Fixed fee means a dollar amount established to cover the consultant's profit and other business expenses not allowable or otherwise included as a direct or indirect cost.
4. One-year applicable accounting period means the annual accounting period for which financial statements are regularly prepared by the consultant.
5. Scope of work means all services, work activities, and actions required of the consultant by the obligations of the contract.
6. Technical Services means specialized testing or other paraprofessional services that provide test results, data, or information in support of engineering services, including such services as laboratory testing, core borings, and material sampling.

Procurement Methods:

1. Competitive Negotiation - Competitive negotiation is the preferred method of procurement for engineering related services. These contracts use qualifications based selection procedures in the manner of a contract for architectural and engineering services under the "Brooks Act" provisions contained in Title 40 U.S.C. Chapter 11. The proposal solicitation process is by public announcement and provides qualified in-state and out-of-state consultants a fair opportunity to be considered for award of the contract. Price is not used as a factor in the evaluation and selection phases.
2. Small Purchases - Small purchase procedures are relatively simple and informal procurement methods where an adequate number of qualified sources are reviewed and the total contract costs do not exceed the simplified acquisition threshold as defined in 48 CFR §2.101 (currently \$150,000). Competitive negotiation in the manner of a "Brooks Act" qualifications-based selection procedure is not required.
3. Noncompetitive Negotiation – Noncompetitive negotiation is used to procure engineering and design related services when it is not feasible to award the contract using competitive negotiation or small purchase procedures. Circumstances which may justify a noncompetitive negotiation include when the service is available only from a single source, there is an emergency which will not permit the time necessary to conduct competitive negotiations, or after solicitation of a number of sources competition is determined to be inadequate.

Types of Contracts:

1. Project Specific Contract – A project specific contract provides for all the work associated with a specific project or projects that is to be performed by the consultant firm and requires a detailed scope of services. These contracts may provide for all work to be placed under contract at the same time depending on availability of funds. A project specific contract is the traditional type of consultant contract between the Agency and a consultant for the performance of a fixed scope of work related to a specific project or projects.
2. Multiphase Contract – A multiphase contract is similar to a project-specific contract except that the work is divided into phases such as survey, environmental or design. The consultant contract is based on a general scope of work with a maximum contract ceiling. Individual phases are negotiated and the work authorized while future phases may wait until later in the contract period before completing negotiation and authorization. Multiphase contracts are helpful for complex projects where the scope of a future phase is not well defined. Multiphase contracts may be terminated at the end of a phase. A multiphase contract incorporates the work order concept for a specific project.
3. General Engineering Related Contract – General engineering related contracts are for

engineering and design related services related to transportation planning, design, or program management for use on multiple projects. Examples include the development of design standards and technical manuals, and the development of comprehensive transportation program management manuals. These services may be performed on a project specific or on-call basis.

Selection:

1. Consultative Evaluation Committee
 - a. Establishment of a Consultant Evaluation Committee: The Agency's legally designated selection authority shall designate the members of the Consultant Evaluation Committee (CEC), which shall at a minimum be composed of professional employees of the Agency capable of providing a review of the technical qualifications of the consultant to perform the job(s) in question. The Agency's legally designated selection authority must approve any substitutions. The CEC membership may vary depending on the type of service being procured.
 - b. Role: The CEC shall have the responsibility of submitting to the Agency's legally designated selection authority a recommended list of at least three of the most highly qualified firms if one firm is to be selected. If more than one firm is to be selected from a single solicitation, the CEC's recommended list of the most highly qualified firms shall include at least two more firms than the number of selections to be made.
 - c. Record of Proceedings: The CEC shall designate either a member or staff person to create and maintain a record of proceedings before the CEC, which shall include information submitted to the CEC for consideration, summary minutes of meetings, findings and/or recommendations to the Agency's legally designated selection authority.
2. Prequalification of Consultants
 - a. All firms, including any public or private universities, shall have a current prequalification status which can be found on the Tennessee Department of Transportation's website.
 - b. Firms and their employees must comply with the applicable state licensing law requirements including but not limited to Tennessee Code Annotated Title 62, Chapter 2 (Architects, Engineers, and Landscape Architects), Title 62, Chapter 39 (Real Estate Appraisers), Title 62, Chapter 18 (Land Surveyors), and Title 62, Chapter 36 (Geologists).
 - c. Firms prequalified by the Tennessee Department of Transportation for engineering and design related services shall have either an "Unlimited" or "Limited" prequalification status as described below:
 - Unlimited Prequalification: This level of prequalification allows consulting firms to compete for any projects for which they are professionally and financially pre-qualified with the Tennessee Department of Transportation. Continued prequalification at this level requires submittal

- of the prequalification form every three years.
- Limited Prequalification: This level of prequalification allows firms seeking prequalification for engineering and design related services to:
 - Compete for projects with fees estimated to be less than the "Small Purchase Maximum Contract Value" per contract (see Section VI), or
 - Work as a sub-consultant or as contract labor with fees estimated to be less than the "Small Purchase Maximum Contract Value" per contract.
- d. Expiration or termination of a consultant's prequalification status may be cause for the Agency to terminate any contract with a consultant.
- e. A name change, merger, buy out or other similar change in status shall cause a termination of the existing prequalification and necessitate the submittal of a new prequalification form to the Tennessee Department of Transportation.
- f. A firm's prequalification status shall be terminated if the firm is included on the Federal Excluded Parties List or if it has been suspended or debarred by the Tennessee Department of Transportation or any other agency of the State of Tennessee.

3. Competitive Negotiation Procurement Procedure

- a. Confidentiality of Data and Records Retention
 - To the extent allowed by applicable State law, all documents relating to the evaluation and selection of consultants, and negotiations with selected consultants, shall remain confidential until selection is complete and a contract is awarded.
 - Audit information shall not be provided to other consultants or any other government agency not sharing the cost data, or to any firm or government agency for purposes other than complying with the Agency's acceptance of a consultant's indirect cost rates pursuant to 23 U.S.C. § 112 and 23 CFR Part 172 without the written permission of the affected consultants. If prohibited by law, such cost and rate data shall not be disclosed under any circumstance; however, should a release be required by law or court order, such release shall make note of the confidential nature of the data.
 - In accordance with 23 CFR 172.7 and the provisions of 2 CFR 200.333, financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report. The only exceptions are the following:
 - If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
 - When the non-Federal entity is notified in writing by the Federal

awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

- Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.
- When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3- year retention requirement is not applicable to the non-Federal entity

b. Solicitation

The Agency shall seek Letters of Interest from pre-qualified firms by public announcement through its internet website and by any other means of advertisement that may be required by law. Solicitations shall be reviewed and approved by the Local Programs Development Office before publishing.

- For all contract types, the solicitation shall address:
 - Contact information at the Agency for project specific questions;
 - The specific location where the Letters of Interest should be mailed or emailed;
 - The deadline for submittals of Letter of Interest (not less than 14 days from the date of the solicitation);
 - A statement that all firms must be pre-qualified or have a completed prequalification form filed with the Tennessee Department of Transportation by the deadline for the Letters of Interest; and
 - Disadvantaged Business Enterprise (DBE) and Small Business encouragements.
- The solicitation shall provide at a minimum, the following:
 - A detailed scope of work, including:
 - The purpose and description of the project;
 - The services to be performed;
 - The deliverables to be provided;
 - The estimated schedule for performance of the work; and
 - The technical requirements of consultants required including the applicable standards, specifications, and policies;
 - The qualifications of consultants needed for the services to be rendered;
 - Any requirements for interviews or other types of discussions that may be conducted with the most highly qualified firms in Phase II of the selection of process;
 - The evaluation criteria to be used in Phases I and II of the selection process, including the relative weight of importance of the factors to be considered in evaluating the interested firms that submit proposals in Phase II of the selection process;
 - Any approved non-qualifications based evaluation criteria to be considered in Phase II of the evaluation process;

- The contract type and method of payment; and
 - Any special provisions or contract requirements associated with the solicited services.
 - For mid-range and large size projects, the CEI consultant shall not be associated with any other aspect of the project as described in Attachment A. The Agency must advertise separately for design and CEI services for midrange and large projects, OR the Agency must separate the project into phases on one advertisement and require the consultant to indicate to which phase they are responding.
- c Consultant Evaluation Criteria
- The qualifications-based selection criteria used for evaluation, ranking, and selection of consultants to perform engineering and design related services may include, but are not limited to, technical approach (e.g., project understanding, innovative concepts or alternatives, quality control procedures), work experience, specialized expertise, professional licensure, staff capabilities, workload capacity, and past performance.
 - For Phase I evaluation, the qualifications-based evaluation criteria may include, but are not limited to, the following:
 - Work experience in the required disciplines with TDOT, the Agency, and/or other clients;
 - Specialized expertise;
 - Professional licensure;
 - Staff capabilities of prime consultant;
 - Size of project and limited or unlimited prequalification status; and,
 - For firms submitting proposals during Phase II evaluation, the following additional evaluation criteria may also be included:
 - Workload capacity; including amount of work under contract with the Agency, if applicable
 - Past performance on Agency Projects;
 - Technical approach (e.g., project understanding, innovative concepts or alternatives, quality control procedures);
 - Other factors including interviews and demonstrations, as approved by the Agency; and
 - Any approved non-qualifications based evaluation criteria, as provided in paragraph C.2., below.
 - If approved by the Agency's legally designated selection authority and the Department's Local Programs Office, the following non-qualifications based criteria are permitted, provided the combined total of these factors does not exceed a nominal value of ten percent (10%) of the total evaluation criteria:
 - For contracts with Federal-aid funding, participation of qualified and certified Disadvantaged Business Enterprise (DBE) sub-

consultants; and/or

- For any contracts a local presence may be used as a nominal evaluation factor where appropriate; provided, that this factor shall not be based on political or jurisdictional boundaries, and provided further that this factor may be applied only on a project-by-project basis for contracts where:
 - A need has been established for a consultant to provide a local presence;
 - A local presence will add value to the quality and efficiency of the project; and
 - Application of this factor leaves an appropriate number of qualified consultants, given the nature and size of the project.
 - If a consultant from outside of the locality area indicates as part of a proposal that it will satisfy the criteria in some manner, such as establishing a local project office, that commitment shall be considered to have satisfied the local presence criteria.
- For contracts or projects with Federal-aid funding, the Agency may set DBE goals, in which case the selected consultant must either meet the goal or show good faith efforts to meet the goal, consistent with the DBE program regulations at 49 CFR Part 26, to be considered for selection.

d. Evaluation, Ranking and Selection

- Phase I Evaluation
 - Using the evaluation criteria identified in the public solicitation, the Agency advertising for engineering related services shall evaluate current statements of qualification and performance data from those firms submitting Letters of Interest.
 - Unless specifically stated otherwise in the solicitation, the evaluation of a firm's qualification during Phase I evaluation shall be limited to the prime consulting firm only.
 - Evaluations shall be presented to the CEC for review. The CEC shall choose at least three of the most highly qualified consultants who would make viable candidates and who will be invited to submit a proposal.
 - The Agency shall issue a list of firms chosen to submit proposals and notify the firms that were not selected. The firms selected in Phase I shall be requested to submit a proposal for the work. Proposal format requirements, delivery address and deadlines shall be included in the notification sent to the selected firms. Electronic delivery and receipt of the proposal may be permitted.

- Phase II Evaluation
 - The Agency shall evaluate the proposals of firms selected in Phase I using the Phase II evaluation criteria identified in the public solicitation.
 - A consultant firm that has been short-listed for a project and asked to submit a proposal shall specifically identify any sub-consultant(s) required to complete the project team. Identified sub-consultants will be evaluated using the criteria identified in the public solicitation. All sub-consultants identified on the submittal must be pre-qualified by the Tennessee Department of Transportation to perform the required tasks or have an application pending prior to submittal of the proposal. It shall be the responsibility of the prime consultant to include a signed statement from each sub-consultant on their own letterhead confirming that they have the staff available and agree to provide the necessary services for the specific item/project listed in the prime consultant's proposal. Failure to meet these requirements will void the submittal.
 - Separate formal interviews, if approved as an evaluation criteria, shall be structured and conducted with a specified time limit. Competing consultants may be asked to bring additional information or examples of their work to the interviews if such information will contribute to the evaluation process. Specific questions may be asked of each consultant to clarify qualifications, written proposals, or oral presentations.
 - The Agency shall present the evaluation of proposals received from firms selected in Phase I to the CEC for review. The CEC shall rank the firms based on the established and published criteria, or the CEC shall submit to the legally designated selection authority a list of the firms deemed most highly qualified to provide the services required. The list shall contain no fewer than three firms. In instances where only two qualified consultants respond with proposals, the Agency may proceed with evaluation and selection if it is determined that the solicitation did not contain conditions or requirements that arbitrarily limited competition.
- Phase III Evaluation, Ranking, Selection and Notification
 - If the CEC does not make the final ranking of the most highly qualified firms, the Agency's legally designated selection authority shall rank the firms in order of preference.
 - Notification must be provided to responding consultants of the final ranking of the three most highly qualified consultants.
 - The Agency will negotiate with the three consultant firm(s) deemed to be most highly qualified in rank order.

e. Negotiation of Contract

The following shall apply to all negotiations of scope and cost for contracts, work orders, and supplemental agreements.

- Determination of Contract Amount: The Agency shall prepare a detailed independent estimate with an appropriate breakdown of the work or labor hours, types or classifications of labor required, other direct costs, and consultant's fixed fee for the defined scope of work. The independent estimate, which shall serve as the basis for negotiation, will be based on the following:
 - Relative difficulty of the proposed assignment or project, size of project, details required, and the period of performance; and,
 - A comparison with the experience record for similar work performed both by Agency personnel and previously negotiated consultant contracts.

This estimate shall be done independently, prior to negotiation, and shall remain confidential to the extent allowed by applicable law.

- Scope of Work Meeting with Selected Firm: The Agency will negotiate with the selected firm and may arrange a conference with the prospective consultant where the parties must come to a mutual understanding of the scope of work and all technical and administrative requirements of the proposed undertaking. In lieu of a conference, this may be done by phone or correspondence. The prospective consulting firm may be represented as it wishes; however, a project manager and accounting representative are recommended.
- Cost Proposal: The prospective consulting firm will be invited to submit a cost proposal for the project. This cost proposal is to be broken down by the various items of work as requested and supported by estimated labor requirements. Instructions shall be given regarding the method of compensation and the documentation needed to justify the proposed compensation.

In evaluating the consultant's cost proposal(s), the Agency shall judge the reasonableness of the proposed compensation and anticipated labor and equipment requirements by the following and other appropriate considerations:

- The proposed compensation should be comparable to that of other projects of similar nature and complexity, including as applicable salaries and man-hours to accomplish the work, and allocation of labor within the man-hour estimates.
- The Agency will assess the fairness of the proposed fixed fee based on the scope, complexity, contract duration, degree of risk borne by the consultant, amount of subcontracting, and professional nature of the services as well as the size and type of contract. Fixed fee is calculated using the following formula: Fixed Fee = 2.35 x

Direct Salary x Allowed Fixed Fee Rate. Unless a higher fixed fee rate is expressly approved by the Agency, the maximum allowable fixed fee rate is 13% (See Appendix 1 for fixed fee rate determination).

- The proposed compensation shall be studied for reasonableness and to assure sufficient compensation to cover the professional quality of the work items desired.
- Contract Negotiations: If the consultant's first cost proposal is rejected by the Agency, the negotiating parties shall hold a second conference to discuss those points of the cost proposal which are considered unsatisfactory. The consultant shall submit a second cost proposal based upon this second conference. If the Agency rejects the consultant's second cost proposal, negotiations shall be formally terminated and commence with the second most qualified firm. If like negotiations are unsuccessful with the second most qualified firm, the Agency will undertake negotiations with the third most qualified firm and any others on the selected list in sequential order. With the concurrence of the legally designated selection authority, the Agency may, at any time, in lieu of continuing negotiations, elect to redefine the scope of the project and resolicit proposals pursuant to "POLICY", Section III, B, "Solicitation".
- The Agency shall maintain a record of the negotiations and all required approvals and shall retain these records for 36 months following final payment in accordance with Item A.3. of this section and as provided in 23 CFR § 172.7 and 2 CFR § 200.333.

f. Contract Development and Execution

- In the event the parties reach agreement, the legally designated selection authority shall approve the preparation of a contract.
- The contract will include a clause requiring the consultant to perform such additional work as may be necessary to correct errors in the work required under the contract without undue delays and without additional cost to Agency.
- The contract shall contain a clause whereby the consultant must report at least quarterly all amounts paid to any DBE sub- consultants and to any Minority Business Enterprise (MBE) and/or Woman Owned Business Enterprise (WBE) sub- consultants.
- Method of Payment: The method of payment to the consultant shall be set forth in the original solicitation, contract, and in any contract modification thereto. The methods of payment shall be: Lump sum, cost plus fixed fee, cost per unit of work, or specific rates of compensation. A single contract may contain different payment methods as appropriate for compensation of different elements of work.
- Suspension and Debarment: Prior to contract execution, the Agency shall verify suspension and debarment actions and eligibility status of

consultants and sub-consultants in accordance with 2 CFR Part 1200 and 2 CFR Part 180.

- The Agency shall maintain a record of the negotiations and all required approvals.
- Prior to approval of the contract, the Agency must have on file a contract specific Certificate of Insurance for the consultant. It shall confirm that the firm has professional liability insurance for errors and omissions in the amount of \$1,000,000, as a minimum, and the section shall be maintained for the life of the contract. Consultants responsible for the disbursement of Agency funds shall be required to provide evidence of a Fidelity Bond in the amount of \$250,000 maintained for the life of the contract.

g. Contract Administration

- Once a contract has been awarded, the consultant may negotiate directly with sub-consultants. A change in sub-consultants must be approved by the Agency. A written request must be submitted to the Agency to initiate the change. This request must include an explanation of the need to change subconsultants and the impact on the project schedule and financial elements of the contract. The substitute sub-consultant must be pre-qualified at the appropriate level (unlimited or limited) by the Department of Transportation to perform the required tasks. After consideration of all factors of the request, the Agency will respond to the request in writing.
- After the contract has been approved, a work order issued, and productive work on the consultant's assignment has begun, the Agency shall periodically review and document the consultant's progress. Said monitoring reviews shall be directed toward assurance that the consultant's assignment is being performed as specified in the agreement, that an adequate staff has been assigned to the work, which project development is commensurate with project billings, and that work does not deviate from the contracted assignment.
- Should conditions warrant, these reviews may consist only of an appropriate exchange of correspondence. These reviews shall determine, among other matters, if any changes or supplemental agreements are required for the completion of the consultant's work.
- A full-time employee of the Agency shall be responsible for each contract or project. Annually and/or at project close, the assigned employee will prepare a performance evaluation report covering such items as timely completion of work, conformance with contract cost, quality of work, and whether the consultant performed the work efficiently. A copy of this report will be furnished to the firm for its review and comments.

h. Contract Modifications

- A contract modification, in the form of an executed supplemental

agreement or amendment, is required whenever there is a change in the terms of the existing contract, including a change in the cost of the contract; a significant change in the character, scope, complexity, or duration of the work; or a significant change in the conditions under which the work is required to be performed. Contract modifications shall be negotiated using the same procedures as the negotiation of the original contract. The executed supplemental agreement or amendment shall clearly define and document the changes made in the contract and establish the method of payment for any adjustment in contract costs.

- No contract may be supplemented to add work outside the scope of the project or the general scope of services the consultant was initially evaluated to perform. For example, a roadway design contract may be supplemented to add work related to additional phases of project design (e.g. preliminary engineering with related technical services such as survey or geotechnical work, preparation of right-of-way plans, or preparation of final construction plans); however, a project specific or multiphase contract for roadway design shall not be supplemented to add a new project or to add a different type of service, such as construction engineering and inspection, beyond the type of services solicited in the original solicitation.
- Overruns in the costs of the work shall not automatically warrant an increase in the fixed fee portion of a cost plus fixed fee reimbursed contract. Permitted changes to the scope of work or duration may warrant consideration for adjustment of the fixed fee portion of cost plus fixed fee or lump sum reimbursed contracts.

i. Contract Accounting Policies

- Indirect Cost Rate – Basic Agreement or Contract
 - Federally funded projects: The indirect cost rate, effective for contracts advertised on or after December 1, 2005, shall be the actual rate as determined in compliance with Federal Acquisition Regulation Standards and approved by the cognizant agency as defined by 23 CFR § 172.3. The cognizant agency is the home state transportation department, a federal agency, or TDOT in the absence of any of the other. A Certified Public Accountant (CPA) may perform the audit, but the audit work papers may be reviewed by the governmental agency. Further;
 - The indirect cost rate for firms with multiple offices shall be a combined rate for all offices.
 - The approved rate shall be utilized for the purposes of contract estimation, negotiation, administration, reporting, and contract payment for a twelve month period beginning the seventh month after the firm's Fiscal Year End.
 - If the indirect cost rate expires during the contract period

an extension may be considered on a case- by-case basis in accordance with 23 CFR § 172.11(b)(1)(vi). In any event, no new contracts will be considered for any firm without an approved indirect cost rate.

- State funded projects: Pursuant to T.C.A. § 54-1-130, the indirect cost rate cannot exceed a maximum of 145%.
- Travel: Travel and subsistence charges shall be in conformance with the State of Tennessee Comprehensive Travel regulations. Air travel shall be preapproved by the Agency. Actual expenses, not to exceed the commercial rate, for the use of company owned airplanes are allowable as a direct charge.
- Fixed Fee Payment:
 - For cost plus fixed fee contracts, payments of fixed fee shall be based on the actual labor costs not to exceed the total approved fixed fee.
 - The fixed fee for each progress billing shall be determined using the consultant's actual direct labor for the specific billing period multiplied by 2.35 times the negotiated fixed fee percent.
 - With the exception of Construction Engineering and Inspection Contracts, the firm may invoice for the balance of any unbilled fixed fee upon successful completion of the contract.
- Contract and Project Closing: The Agency is responsible for keeping up with contract costs and knowing when a contract is complete. The Agency is also responsible for closing the contract in a timely manner. By letter to the consultant, the Agency shall affirm that the contract or work order has been satisfactorily completed. In the event that additional services are required within the original scope of the project, the contract or work order may be re-opened. All terms and conditions of the contract shall remain the same.
- Retainage shall not be required for new Engineering and Technical Services Contracts.
- Audit Requirements:
 - Pre-award audits consist of a review of a proposed indirect cost rate based upon historical data, review of the consultant's job cost accounting system, and review of project man-day or unit price proposals.
 - Awarded contracts are subject to interim and final audits. The audits consist of determining the accuracy of invoice charges by reviewing time sheets, payroll registers, travel documents, etc. Charges that cannot be supported will be billed back to the consultant. Firms will be selected for contract compliance audits using a risk analysis utilizing primarily the firm's total contract exposure with the Agency and the time elapsed since the last compliance audit.

- Annual approval of the indirect cost rate for non-fixed indirect cost rate contracts will be required and adjustments to the invoiced billing rate may be necessary based on audit results. The determination of whether to perform a desk review or full field audit of the indirect cost schedule is made utilizing a risk analysis created in accordance with the guidelines proscribed in the AASHTO Uniform Audit & Accounting Guide.
- Computer Aided Drafting and Design (CADD) Expenditures: All CADD equipment and software expenditures are to be treated as part of indirect cost. CADD expense will not be allowed as a direct expenditure based on an allocation rate.
- Facilities Capital Cost of Money (FCCM) Rate: FCCM referenced in 48 CFR § 31.205-10 shall be allowed as part of indirect cost and applied to direct labor.
- Direct Costs
 - Include job related expenses that are required directly in the performance of project services such as travel, subsistence, long distance telephone, reproduction, printing, etc. These should be itemized as to quantities and unit costs in arriving at the total cost for the expense.
 - The proposed direct cost shall not exceed the Tennessee Department of Transportation's maximum allowable rate when a rate for such cost is specified. All direct costs must show supporting documentation for auditing purposes. Documentation for proposed rates should show how they were developed including historical in-house cost data or names and phone numbers of vendors that supplied price quotes along with receipts, invoices, etc., if available.
 - Electronic equipment, such as personal computers, cameras, and cellular phones, shall be included in the consultant's indirect cost.
 - The cost of the use of the consultant's vehicle(s) to the Agency's project shall be paid for according to Attachment B, Schedule of Vehicle Reimbursements.
- Collection of Funds Due as Result of Contract Audit: Once an audit is completed and the consultant is found to owe the Agency, the Auditor will notify the Agency's Finance Director in writing, with a copy to the Department's Local Programs Office. The Agency will contact the consultant in writing about the indebtedness and request payment within 30 days from the date of the letter. If after 30 days payment is not received, the consultant will then be notified that any funds owed to the consultant under other agreements will be used to satisfy the indebtedness. If funds or payables to the consultant in the Agency's possession are in excess of the indebtedness, anything owed the consultant will be remitted under normal payment procedures. If the funds in the Agency's possession are

not sufficient to satisfy the indebtedness, the Agency will take appropriate action.

j. Geotechnical Contracts

Contracts for geotechnical services are considered separately because they may involve a mixture of two types of services, i.e., geotechnical studies (engineering services) and subsurface exploration/drilling and/or laboratory testing (technical services). Additionally, some firms offer one or the other of these services, others offer both, and others offer some combination as well as other services, e.g., design. Firms offering both services must, for accounting purposes, separate the two operations. Cost of equipment, supplies, etc., used in technical services may not be applied towards indirect cost computations for engineering services.

Geotechnical Studies and/or Subsurface Exploration/Drilling and/or Laboratory Testing services shall be procured as noted in "POLICY", i.e., this section, Section III, Competitive Negotiation Procurement Procedure. The technical services costs shall be negotiated by the Agency based on usual industry standards.

k. Sub-consultants for Engineering Services

- Geotechnical Studies and/or Subsurface Exploration/Drilling and/or Laboratory Testing within another Engineering Services Firm: These services may be procured as part of the larger contract, e.g., roadway design. Payment for subsurface exploration/drilling shall be invoiced as a direct cost. Geotechnical studies shall be invoiced as other engineering services.
- Geotechnical Studies Firms as Sub-Consultants
 - Geotechnical Studies Only: The services of these firms may be procured by negotiation with the prime consultant as described previously herein.
 - Geotechnical Studies and/or Subsurface Exploration/Drilling and/or Laboratory Testing Firms as Sub-Consultants: The services of these firms shall be procured by negotiation with the prime consultant. However, costs associated with subsurface exploration/drilling and/or laboratory testing shall be negotiated by the Agency.

l. Sub-consultants Not Covered Under Engineering Services

In the event a sub-consultant is required whose hiring process, as a prime, would not be governed by Competitive Negotiation under this Section, that sub-consultant shall be retained by the same method as the Agency would use to procure the same type of services under the Agency's local law or other applicable state law.

- Example: Design consultants are occasionally asked to provide laboratory testing services under their design contract. The design

- consultant shall use, and document, the applicable procedures identified by the Agency.
- The Agency should monitor the hiring and documentation of sub-consultants by the prime. Documentation should detail the method used and should be satisfactory for a final project audit.

4. Noncompetitive Negotiation Procurement Procedure

The following procedures shall be used by the Agency, subject to the Tennessee Department of Transportation's prior approval, in those circumstances where there exists only one viable source for the desired services, when competition among available sources is determined to be inadequate after solicitation of a number of sources, or in emergencies when adherence to normal competitive negotiation procedures will entail undue delays for projects requiring urgent completion.

Upon determination of a need for this type of procurement, the Agency shall request an estimate from the qualified firm for the accomplishment of the desired assignment. The request for an estimate shall define the full scope of the desired services, together with minimum performance specifications and standards, the date materials and services are to be provided by the consultant to the Agency, and the required assignment completion schedule. Response to the request for an estimate shall be evaluated, giving due consideration to such matters as a firm's professional integrity, compliance with public policies, records or past performances, financial and technical resources, and requested compensation for the assignment. Before using this form of contracting, the Agency shall submit justification to and obtain approval from the Department; provided, however, that for Federal-aid contracts, the Department shall also submit the request to FHWA for approval in accordance with 23 CFR § 172.7(a)(3)(ii).

5. Small Purchase Procurement Procedure

When the contract cost of the services does not exceed the simplified acquisition threshold as defined in 48 CFR § 2.101 of the Federal Acquisition Regulations (FAR), which is currently \$150,000, small purchase procedures may be used. The scope of work, project phases and contract requirements shall not be broken down into smaller components merely to permit the use of small purchase procedures. Further, a contract obtained under small purchase procedures shall not be modified to exceed the simplified acquisition threshold.

Proposals will be obtained from an adequate number of qualified sources with a minimum of three. In instances where only two qualified consultants respond to the solicitation, the Agency may proceed with evaluation, ranking and selection if it is determined that the solicitation did not contain conditions or requirements which arbitrarily limited competition. Awards will be made to the responsible firm whose proposal is most advantageous to the program.

6. Technical Service Procurement Procedure

The Agency shall use the procurement process it would use for the same type of service under applicable state or local law; provided, that on Federal-aid projects the procurement process shall be consistent with competitive procurement requirements under 2 CFR Part 200.

ATTACHMENT A – Consultant Selection for Locally Managed Projects

Size of Project	Type of Project	Procurement Requirements
SMALL projects • Must have a full-time employee on staff with experience managing transportation projects. • Must hire consultants for all phases of the project from TDOT's approved list if the Local Government has not been approved by TDOT to use their own forces. The consultants must be qualified in the required area of expertise.	• Transportation Alternatives • Intersection improvements without significant ROW (under one acre of disturbance) • Safe Routes to School • Resurfacing • Striping • Signing • Guardrail installation • Signalization • Some bridge replacement projects (under one acre of disturbance) • Non-construction/service contracts (as listed in Chapter 10 of the LGG) • Low-risk and exempt ITS	Local Government can use the same consultant for the entire project (planning, preliminary engineering and CEI)
MID-RANGE projects • Must have a qualified, fulltime professional engineer on staff. • Must hire consultants for all phases of the project from TDOT's approved list. The consultants must be qualified in the required area of expertise.	• Roadway widening • Realignment of existing roadway • Signalization projects with the addition of turn lanes • Intersection improvements with significant ROW (over one acre of disturbance) • Bridge replacement projects requiring significant land acquisition (over one acre of disturbance) • Projects with environmental requirements greater than a categorical exclusion but lesser than an EIS • High-risk ITS	The selected CEI consultant shall not be associated with any other aspect of the project.
LARGE projects • Must have a qualified, fulltime professional engineer on staff with extensive experience working with federally-funded transportation projects. • Must hire consultants for all phases of the project from TDOT's approved list. The consultants must be qualified in the required area of expertise.	• Construction of new facilities • Widening of existing roadways • Realignment of existing roadways that require significant land acquisition (over 10 acres) • Environmental clearances that require an EIS	The selected CEI consultant shall not be associated with any other aspect of the project.

ATTACHMENT B – Policy for Standard Procurement of Engineering and Technical Services

Vehicle Reimbursement Schedule

For all projects except Construction Engineering and Inspection (CEI), the consultant shall be reimbursed at the rate specified in the State of Tennessee Comprehensive Travel Regulations in effect at the time the cost was incurred.

For CEI projects, the consultant shall be reimbursed at the rate of \$27.00 per day for compact pick-up trucks used on the Agency's projects. For full size pick-up trucks used on the Agency projects, the consultant shall be reimbursed at the rate of \$30.25 per day

Rate changes are approved: _____
AGENCY HEAD DATE

SECTION 11: FIXED ASSET & PROPERTY MANAGEMENT

This section describes the policy and procedures related to the management of accounting for fixed assets of the City of La Vergne. In addition to the general policies regarding fixed assets, subsections describe the procedures for controlling those assets from acquisition to disposal.

11.01 Policy

Tangible assets with an expected useful life or more than one year and of sufficient value or due to the nature and marketability that may subject the asset to potential loss or theft shall be managed and controlled in order to insure effective and efficient usage of the asset. Proper stewardship of public assets is key to the establishment of public trust and economic growth of our community.

11.02 Definitions

Land and Right of Ways – Land is a fixed asset purchased or acquired by the City with the intent to use the asset into perpetuity. Rights of ways are intangible claims to the use of property not owned by the City into perpetuity.

Infrastructure - An interconnected system or network of structures that provide the basis of commerce and development of our community. Infrastructures consist of but may not necessarily be limited to roads, sewers, storm water structures, communication networks and other similar utilities.

Capital Assets – An asset or group of assets whose acquisition cost is \$25,000.00 or more and whose expected useful life is more than one year.

Supplies – General purpose consumable items whose individual value is small and whose life expectancy or usefulness is one year or less.

Surplus Property – Any asset, supply, materials or equipment no longer needed by a department to perform its mission. Included within this definition is excess property of value and scrap which no longer has value for the intent it was originally purchased.

11.03 Roles and Responsibilities

1. The Finance Director or his/her designee shall be Fixed Asset Manager whose primary duties shall consist of the following:
 - a. Maintain asset records for all fixed assets.
 - b. Insure that all fixed assets are properly and adequately tagged or otherwise identified as property of the City of La Vergne.
 - c. Coordinates the inventory of all fixed assets.
 - d. Maintains complete and accurate insurance schedules for fixed assets consistent

- with City policy.
 - e. Provide for the disposal or transfer of all surplus fixed assets in a manner consistent with the best interest of the City.
2. Department Heads shall be responsible for:
- a. Safekeeping and maintenance for all fixed assets assigned to and or purchased for their respective departments.
 - b. To insure that the use of all assets is consistent with City policies and procedures.
 - c. Timely identification and reporting of all fixed assets no longer needed by their department.
 - d. Insuring that the inventory of fixed assets is accurately completed in a timely fashion.
 - e. The appointment of a departmental inventory coordinator (if necessary).
3. Departmental Inventory Coordinator shall be responsible for:
- a. Coordinating and or conducting the physical inventory of fixed assets at the respective department.
 - b. Assisting with the identification of new, surplus and transferred assets by completing and submitting equipment control forms as required.
 - c. Auditing the inventory list on an annual basis to ensure that fixed assets are still under city control and in proper working condition.
4. Employees shall be responsible for:
- a. The care and maintenance of City property within their control or possession.
 - b. Insuring that City property is controlled according to the policy and procedure set forth herein.

11.04 Control and Identification

1. Control - City property, assets and/or equipment are to be used only in the performance of City duties. It is not the policy of the City to lend City property to individuals or organizations or to permit members of the staff to use City property and/or equipment for their personal use. Removal of City property from buildings and/or grounds of the City for purposes other than City business is strictly prohibited.
2. Identification - All capital assets shall be properly identified and/or tagged in such a manner as to clearly mark the asset as City of La Vergne property.
- a. Titled and registered vehicles and heavy equipment may be sufficiently identified by serial number and therefore do not require a City asset tag; however, if the serial number becomes damaged or obscured the department inventory coordinator shall request a fixed asset tag to be placed on the vehicle or equipment. In most instances these vehicles shall further be identified with City logo, seal, or name affixed to the exterior.
 - b. All capitalized equipment shall be identified with a City fixed asset tag unless

exempted. Tags will be placed near or adjacent to the manufacturer's nameplate when possible and/or in a position for easy sighting. Additional identifying information such as serial or model numbers will be recorded or verified at this time. Certain equipment may require tag numbers be "etched" or written with a permanent marker. The department inventory coordinator shall request a replacement tag when and if the existing tag is lost, damaged or obscured.

- c. Assets may be exempted from tagging due to the nature or use of the asset. Exempted assets shall be identified as to specific location and/or employee to which they are assigned. Assignment and location must be updated as necessary. Examples of exempted assets include but not limited to guns and weapons and covert police equipment.

11.05 Disposal of Surplus Property

Capital assets, supplies and other equipment will at some point reach their useful life or utility to the user department or be fully consumed. At that point the asset is considered surplus to the user department and ready for disposal. Disposal may take the form of transfer to another department, trade in on a new asset, sale or disposal. Supplies not consumed and no longer needed by a department shall also be considered for transfer or disposal. The goal of property disposal is to maximize the remaining value of the asset/supply or equipment.

1. Declaration of surplus property - In order to maximize the value of any property no longer needed by a department, it is important to identify and report the property as surplus as soon as possible.
 - a. A surplus property form is to be completed and must be signed by the Department Head.
 - b. The surplus property form shall identify to the extent possible the asset being declared surplus including serial number, location and general description.
 - c. The general condition of the surplus asset shall also be noted and shall include major problems, issues or defects.
 - d. To the extent possible, surplus assets shall be stored in such a manner as to prevent theft, loss or damage particularly from the elements until the item can be disposed.
2. Transfers - The highest and best use of surplus property is transfer from one department to another.
 - a. Transfers may originate between departments or between the fixed asset manager and the department requesting the surplus property.
 - b. An equipment control form shall be completed for all surplus transfers and signed by both the surrendering department and the receiving department.
 - c. The completed and signed form shall be submitted to Fixed Asset Manager.
 - d. No transfers shall be made between departments without completion of a surplus property transfer form.
 - e. Transfers are made without any monetary exchange or budgetary adjustments

- with the exception of enterprise fund department assets.
- f. Enterprise funds are not allowed to transfer assets or supplies to non-enterprise funds or between enterprise funds without being reimbursed the fair market value of the asset being transferred.
 - g. The Fixed Asset Manager shall update the asset records to reflect all transfers.
3. Trade In - Assets may be traded in for similar assets provided that the City is receiving fair market value for the assets being traded and the asset being acquired is also valued at fair market.
- a. Assets considered for trade in shall have a surplus property form completed and submitted to and approved by the fixed asset manager prior to the consummation of any transaction.
 - b. Trade in of assets valued \$25,000 or more shall be noted in an agenda item for Board of Mayor and Aldermen approval disclosing the asset being acquired, its value and trade in allowance being offered and statement of fair market value of the asset being traded.
 - c. The Fixed Asset Manager shall update the asset records to reflect all trade in.
4. Disposals – Final disposal of surplus property will be coordinated by the Fixed Asset Manager.
- a. The Board of Mayor and Aldermen shall approve the disposal of all surplus property prior to the item being disposed. The Fixed Asset Manager will prepare an agenda item for Board approval.
 - b. Accepted disposal methods are :
 - Public Auction – preferred method is online through GovDeals.com
 - Trade In – see procedure above
 - Sealed Bid – After proper and adequate advertising
 - Recycling – May be applicable to metal, oil, etc.
 - Discard – Last disposal method to be considered
 - Donation – If approved by the Board
 - Abandonment – In the case of right of ways and certain real estate
 - c. Surplus firearms and other weapons shall only be offered for sale to another public law enforcement agency or a licensed gun dealer.
 - d. Prior to the sale, all City logos or other symbols are to be removed or destroyed from the item(s) being sold.
 - e. Proceeds from disposals shall be credited to governmental fund from which the asset was purchased.
 - f. The Fixed Asset Manager shall update the asset records to reflect all disposals.
 - g. City employees, with the exception of the fixed asset manager, are allowed to bid on surplus property being sold in an open public market such as public auction or sealed bid. City employees are prohibited in engaging in the recycling or discard of City property. City employees shall not bid on items during work hours.
 - h. City employees are not authorized dispose of, sell, or offer for sale, any City-

owned property that is in violation of this policy. Any employee who violates this policy shall be subject to disciplinary action up to and including termination and, if applicable, subject to criminal prosecution.

- i. The City shall avoid the sale of surplus property that might reasonably be dangerous or hazardous to the ultimate purchaser. These items shall be disposed of in a safe manner and not sold. Dangerous or hazardous items shall include, but not be limited to, the following:
 - Explosives
 - Volatile or highly toxic chemicals
 - Equipment, materials and items that cannot be repaired, operated or used safely due to obsolescence, defect, lack of maintenance, damage, etc.

11.06 Theft, Loss or Damage of City Property

Departments shall take all reasonable and necessary measures to prevent theft or loss of City property, however, in the event that such an event occurs the following procedure must be followed.

1. Any theft of City property must be reported immediately to the La Vergne Police Department by telephone and confirmed in writing by the Department in charge of the lost property.
2. A copy of the police report shall be attached to a completed equipment control form and submitted to the department inventory coordinator who shall then route the forms to the Fixed Asset Manager.
3. Damaged City property may be insured against such damage and as such should be reported to the department inventory coordinator who shall then notify the fixed asset manager regarding the extent of damage. An insurance claim shall be filed by the Human Resources Department with the City's insurance carrier. In the event of a total loss, the department inventory coordinator shall complete an equipment control form including the department head's signature and forward the form to the Fixed Asset Manager.

11.07 Scrap Metal

The sale of scrap metal is regulated by the State of Tennessee as covered in Title 62 Chapter 9 of the T.C.A. The City of La Vergne will conform to those regulations when selling any scrap metal. All sales of scrap metal must be approved by the Board of Mayor and Aldermen through a surplus property resolution.

1. Unless specifically authorized by the Fixed Asset Manager, all sales must be to a licensed scrap metal dealer in the State of Tennessee
2. Payment will be made by check or money order payable to the City of La Vergne.

SECTION 12: VENDOR RELATIONS

12.01 Vendor Relations

1. Introduction - The City of La Vergne strives to develop effective relationships with vendors and encourages full and open competition wherever possible. The City also endeavors to maintain strong enduring relationships with vendors of proven ability and desire to meet our needs. To accomplish this, our purchasing activities will be conducted so that vendors will value our business and make every effort to furnish our requirements on the basis of quality, service and price. The relationship between the purchaser and seller is one of mutuality.

The City will buy only from suppliers who have adequate financial strength, high ethical standards, and a record of adhering to specifications, maintaining shipping promises and giving full measure of services. New sources of supply will be given due consideration as multiple sources of supply are necessary to ensure availability to materials and promote competition.

It is essential to develop and maintain goodwill between the City of La Vergne and its suppliers. The reputation of the City can be promoted by:

- a. Giving all salespersons a full, fair, prompt and courteous hearing.
 - b. Keeping competition open and fair.
 - c. Keeping specifications fair and clear.
 - d. Cooperating with the seller and considering their difficulties in providing the service or products.
 - e. Having consistent buying policies and principles.
 - f. Observing strict truthfulness in all transactions and in correspondence.
 - g. Respecting the confidence of the salespersons or their company as to confidential information.
 - h. Keeping free from obligation to any vendor.
2. Department Contact with Vendors - In the day-to-day conduct of their duties, department employees are often in contact with potential vendors and suppliers. While it is sometimes desirable for employees to be in a position to recommend certain products, no department shall attempt to place orders with vendors, except as described in this manual.
 3. Initial Vendor Contact - It is suggested that all vendors desiring to sell goods and services to the City should complete and submit a Vendor Application.

NOTE: Vendors may make application by accessing the City's website (<http://www.lavergnetn.gov>), then selecting the "Doing Business" tab and selecting Vendor Application. A paper application is available upon request.

12.02 Code of Ethics and Conduct

It is the policy of Purchasing to promote the City's reputation for courtesy, fairness, and impartiality. The responsibility for achieving this goal rests with each individual who participates in the procurement process. This includes the using agencies, the vendors, as well as the Purchasing staff. Purchasing adheres to a high standard of ethics and conduct as set forth by the State of Tennessee and the National Institute of Governmental Purchasing (NIGP). Public purchasing officers are required to maintain complete independence and impartiality in dealings with vendors, both in fact and in appearance, in order to preserve the integrity of the competitive process and to ensure there is public confidence that contracts are awarded equitably and economically. Please refer to Title 4, Chapter 6 of the La Vergne Municipal Code regarding the City's Code of Ethics.

1. Acceptance of Gratuities, Gifts, and Business Courtesies - The City of La Vergne prohibits the acceptance of any item of value (remuneration) made directly or indirectly, in cash or in kind, that may induce or appear to induce the purchase or referral of any kind of goods, services, or items. Consequently, the acceptance of any gifts or business courtesies from vendors or others with whom we presently or potentially conduct business that would violate this is strictly prohibited.
2. Receiving Gifts - In all instances, the following criteria must be met in order to accept a gift:
 - a. Promotional items such as pens, notepads, mugs or similar items may be accepted from a vendor or business associate as long as they are nominal in value (no more than \$50 in the aggregate annually); and
 - b. Cash or cash equivalents such as gift certificates, stocks, bonds, etc. from outside entities or Non-employed individuals are prohibited.
3. Social Events and Business Courtesies - There may be times when it is permissible to accept a meal or other invitation offered by a current or potential business associate. However, the purpose must never be to induce or influence a business transaction. As a general rule, the cost must be reasonable. If the occasion appears extravagant or if the invitation could be perceived as intended to influence a business decision involving the City, attendance at such an occasion is prohibited.

To be acceptable, the occasion must conform to the following guidelines:

- a. The cost and location must be reasonable and not extravagant; and
- b. Paid expenses for any travel costs or overnight lodging for the individual or his/her family are prohibited; and
- c. The invitation is for an ordinary business meal or gathering during which the host is present and business is conducted; and
- d. Acceptance of such an invitation from an individual or entity is rare unless expenses are shared by both parties; and
- e. Business courtesies of personal benefit, such as a pair of tickets or invitations to

sporting events, theatrical events, or golf outings may not be accepted.

4. Use of Information - An official or employee may not disclose any information obtained in his/her official capacity or position of employment that is made confidential under State or Federal law except as authorized by law. In addition, officials and employees of the City cannot use or disclose information obtained in their official capacity or position of employment that would result in financial gain for themselves or any other person or entity.
5. Except for the receipt of such compensation as may be lawfully provided for the performance of City duties, and as noted below, no City official or employee shall be privately interested in or profit, directly or indirectly, from business dealings with, of or by the City.
6. No City official or employee shall enter into a contract with the City or perform any work or function under any contract with the City if he or she has a direct or indirect financial interest in the contract, unless all of the following conditions are met:
 - a. The contract is awarded through a process that complies with the City's purchasing requirements;
 - b. The service performed must not be any service which the employee might provide in the normal scope of their regular duties for the City;
 - c. The service performed must not present a conflict of interest nor a conflict of time with the employee's regular duties for the City; and
 - d. The City Administrator makes a formal finding that it is in the best financial interest of the City to do so after full disclosure on the part of the employee of his or her direct or indirect financial interest in the contract, and the City Administrator's finding and the employee's full financial disclosure are recorded in the minutes of the Board of Mayor and Aldermen in open session.

12.03 Complaints by Vendors

Vendor shall have the right to present a complaint, dispute or grievance concerning unfair treatment, contracts, deliveries, payments, restrictions and other incidents. The following steps are intended to provide uniform procedures for a vendor to express his problem and obtain remedy.

1. Step One - Vendor must file a grievance with the Purchasing Agent no later than seven (7) calendar days after the occurrence of the dispute or incident. The complaint must be in writing and include all supporting data and desired solution or remedy. The Purchasing Agent shall forward a copy of the complaint to the user department who shall provide a written reply within ten (10) days to the Purchasing Agent who will review and if in agreement, forward on to the vendor.
2. Step Two - If the vendor is not satisfied with the Purchasing Agent's response, the vendor

may appeal in writing to the City Administrator, who shall, with the advice of the Purchasing Agent and/or City Attorney, make a written determination to all parties involved. The City Administrator's decision shall be final.

Vendor Protest – The process for handling a protest related to a bid or the award thereof is included in Section 7.05.

12.04 Debarment of Vendors

1. Debarment Procedure - After reasonable notice to a vendor of continued performance issues or other uncorrected problem areas, the Purchasing Agent, after consulting with the City Administrator and City Attorney, is authorized to debar a vendor for cause from consideration for award of contracts, for a period of not more than three (3) years. Causes for debarment include:
 - a. Conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract.
 - b. Conviction under State or federal statutes of any offense indicating a lack of business integrity or business honesty. Examples include: embezzlement, theft, forgery, bribery, collusion, and other public entity crimes.
 - c. Conviction under State or federal antitrust statutes arising out of the submission of bids or proposals.
 - d. Violation of contract provision of sufficient seriousness that the Purchasing Agent, with approval of the City Administrator and City Attorney, considers debarment appropriate. This would include failure to perform or unsatisfactory performance of a contract or bid.
 - e. Any other cause that the Purchasing Agent determines to be so serious as to affect responsibility as a contractor to the City. Any vendor being debarred will be notified in writing by the Purchasing Agent. All reasons for the action being taken will be explained. The decision to debar the vendor is final unless otherwise overridden by the City Administrator.
2. Reinstatement - A person or corporation may be reinstated to do business with the City under the following conditions:
 - a. Discovery of new and material evidence not previously available.
 - b. Dismissal of indictment or reversal of conviction, or
 - c. Bonafide change in ownership or management sufficient to justify a finding of present responsibility.

The request of reinstatement shall be forwarded in writing to the Purchasing Agent. The City Administrator and City Attorney shall determine whether to reinstate based on written submission of evidence to one or more of the above conditions.

SECTION 13: TRAVEL POLICY

13.01 Purpose

Travel expenses may be incurred as a normal part of conducting City business. It is the policy of the City that eligible expenses incurred while on City business be reimbursed to the individual when properly documented. Personal and ineligible expenses incurred while on City business remain the responsibility of the individual. Permissible functions are conventions, luncheons, meetings, seminars, and training sessions that are related to the operations of the City of La Vergne. Reimbursement for travel shall be limited to the amount of funds budgeted within the respective departments. In order to best utilize the resources available to the City, employees are expected to minimize the costs of necessary business travel. Reimbursements for official travel will be made for expenses actually incurred and approved. It is the responsibility of the employee to adequately document the expenditures in accordance with the procedures outlined in this policy.

13.02 Travel Regulations

1. Travel Authorization Form. All travel must be approved in advance. Prior authorization requires that an estimate of all expenses that may be incurred as a result of the travel be submitted using the *Travel Authorization Form*.
 - a. All city employees, except the City Administrator, shall submit the Travel Authorization Form to their respective department head for approval. Once signed by the Department Head, it should be forwarded to the City Administrator for approval. A Travel Authorization Form for the City Administrator should be forwarded to the Mayor for approval.
 - b. Boards and Committee members shall submit their Travel Authorization Forms to the City Administrator.
 - c. Class, conference and/or seminar registration and/or itinerary information is required to be submitted with the Travel Authorization Form before being submitted to the City Administrator for approval.
 - d. All Travel Authorization Forms must be submitted with approvals to the Finance Department at least two (2) weeks prior to travel to ensure all documents are processed in a timely manner.
 - e. If traveling with other employees, each employee is required to submit a separate Travel Authorization Form with proper documentation.
 - f. All travel expenses paid by the city are sales tax exempt. Sales Tax Exemption forms are available in the Finance Department. Meals are not included because meals are reimbursed using per diem rates.
 - g. All travel confirmation documents must be attached to the Travel Authorization Form before being submitted to the City Administrator for approval. All travel expenses that are Category 3 and above are required to have a requisition and purchase order which must be obtained at least two (2) weeks prior to the travel date. Any checks needed for a vendor or travel advance checks for the employee

must be submitted at least two (2) weeks prior to the travel date to allow time for processing.

2. Ground Transportation.

- a. City Vehicles. City vehicles are required to be used in lieu of personal vehicles whenever available and practical. Only city employees are authorized to drive a city vehicle. When using a city vehicle, use the WEX Fleet card for fueling purposes only. Use the website at www.wex.com/locations for a list of fueling locations. Include the city vehicle license plate on the Travel Authorization Form.
- b. Personal Vehicles. All mileage reimbursement will be at Federal IRS rates. For mileage to be reimbursed, a copy of the Google Maps / Mapquest directions for the most direct route taken and the beginning and ending odometer readings are required to be submitted. The miles for reimbursement will be paid from origin to destination and back by the most direct route. Origin is considered to be the employee's typical workplace location or home residence, whichever mileage is less. If a personal vehicle is used by two or more employees on the same trip, only the employee that owns the vehicle will be reimbursed for mileage. It is the responsibility of the employee to provide adequate insurance to hold the city harmless from any liability from the use of a personal vehicle. The city will not reimburse the employee for automotive repairs or breakdowns when using their personal vehicles.
- c. Rental Vehicles. Rental Vehicles and fuel receipts may be reimbursed if approved in advance and supported by a detailed receipt upon return. Rental vehicles should be refueled prior to returning the vehicle. Rental contracts should include the cost of physical damage coverage. If using a rental vehicle, mileage will not be reimbursed.
- d. Ride Share Services. When using a ride share company in lieu of a rental vehicle, employees should select the basic level of service when traveling with less than three (3) people. Enhanced level (or XL) is allowed when approved travel and ride share includes four (4) or more employees. If a lower level of service is not available in a reasonable amount of time, the employee may determine that a higher level of service is necessary for travel efficiency.

3. Airline Travel.

- a. When possible, the employee should make full use of discounts for advance airline reservations. The city will pay for tourist or economy class air travel. The employee should get the lowest reasonable fare and take advantage of discount fares. If possible, flights should be direct flights due to lower fares. Airline travel can be paid by procurement card.
- b. Mileage credits for frequent flyer programs accrue to the individual employee, however, the city will not reimburse for additional expenses such as circuitous routing, extended stays, layovers to schedule a particular carrier, or upgrading from economy to first class in order for the employee to accumulate additional mileage or for other personal reasons. Upgrades of any kind shall not be

reimbursed, including early boarding and seat upgrades, unless the upgrade nets a less expensive fare. Any refunds or flight vouchers received from the airline for a city paid flight should be used for future city travel and should not be used by the employee for personal travel.

- c. The city will not reimburse travel by private aircraft unless authorized in advance by the City Administrator.

4. Lodging.

- a. Employees shall seek lodging options that provide safety and convenience at the lowest possible cost. The employee shall request conference or government rates, whichever is lower when making lodging reservations. Employees shall stay at the designated host hotel for the class, conference, training or event at the negotiated rate or at a comparable hotel if the host hotel is full.
- b. If meals are included with the hotel reservations, it should be noted on the Travel Authorization Form. Parking will be reimbursed when it is not included with lodging. Receipts for parking are required for reimbursement.

5. Meals.

- a. Travel meals are reimbursable when there is an overnight stay while traveling. The City will reimburse meals based on the current Federal GSA per diem rates for the area of travel. Travel meals are not to be paid for with a City procurement card. Receipts are not required for normal per diem reimbursement.
- b. Eligibility for per diem / meal reimbursement are as follows: Breakfast - employee must be traveling before or during 6:00 a.m.; Lunch - employee must be traveling before or during 11:00 a.m.; Dinner - employee must be staying overnight after 5:00 p.m.
- c. The City will not reimburse per diem meal rates for any and all meals furnished as part of training sessions, conferences or hotel accommodations regardless of the employee's participation in the meal.
- d. The City Administrator may reimburse actual meal expenses by receipt, not including alcohol, for employees where business functions and/or role requires that level of engagement.

- 6. Tips. Tips are limited to a maximum of 20% of the total bill and are only reimbursable for ground transportation costs (e.g. Rideshare, shuttles, taxis, etc.).

13.03 Post Travel Expense Forms

The Post Travel Expense Form is used to document actual travel expenses upon return and shall be submitted within fourteen (14) days following the conclusion of the travel.

The following provisions shall be observed when submitting a Post Travel Expense form:

- 1. Meals are not reimbursed unless an overnight stay is involved.

2. Post Travel Expense Forms are submitted to and approved in the same fashion as the Travel Authorization Form.
3. Post Travel Expense Forms require original receipts for those items not included within a per diem allowance or mileage reimbursement.
4. Travel expenses for spouses or other personal guests are not reimbursable by the City unless their travel specifically relates to City business and is authorized prior to the travel.
5. Job related entertainment or recreational expenses shall be reimbursed if approved in advance by the City Administrator.

SECTION 14: FEDERAL PURCHASING PROCEDURES

14.01 Procurement Involving Federal Funds

When procuring property or services under a federal award, the City must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and standards found in C.F.R. 200.318 general procurement standards through C.F.R. 200.326 Contract provisions.

14.02 Procurement Standards

Federal related purchases will follow the same procedures and policies for all purchases except when they are in conflict with federal procurement standards. In those instances, purchases made involving Federal Funding including FEMA disaster relief will comply with the more restrictive of the two standards.

1. Federal standards are broken down into the following categories:
 - a. General procurement standards (2 C.F.R. § 200.318)
 - b. Competition (2 C.F.R. § 200.319)
 - c. Methods of procurement (2 C.F.R. § 200.320)
 - d. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms (2 C.F.R. § 200.321)
 - e. Procurement of recovered materials (2 C.F.R. § 200.322)
 - f. Contract cost and price (2 C.F.R. § 200.323)
 - g. Awarding agency and pass-through entity review (2 C.F.R. § 200.324)
 - h. Bonding requirements (2 C.F.R. § 200.325)
 - i. Contract provisions (2 C.F.R. § 200.326 and Appendix II)
2. Federal standards requires the City to:
 - a. Maintain oversight of contractors to ensure that contractors perform in accordance with the terms, conditions, and specific contract administration system ensuring that contractors perform as required
 - b. Maintain a written code of standards of conduct covering conflicts of interest and governing the performance of employees engaged in the selection, award, and administration of contracts, and avoid conflicts of interest
 - c. Maintain procedures that provide for a review to avoid purchase of unnecessary or duplicative items; make lease verses purchase determinations
 - d. Award only to responsible contractors
 - e. Maintain sufficient records to detail the significant history of a procurement
 - f. Be responsible for the settlement of all contractual and administrative issues

14.03 Time and Material Contracting

The use of Time and Material contracting may only be used after a determination that no other contract is suitable, and the contract includes a ceiling price that the contractor exceeds at its own risk. Generally limits the use of these contracts to the first 70 hours of work performed after a disaster when a clear scope of work cannot be developed.

14.04 Open Competition

1. All responsible sources shall be permitted to compete for purchases involving Federal funding.
2. Contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or proposals must be excluded from participating for such procurements.
3. Federal procurement does not allow for:
 - a. Unreasonable qualification requirements
 - b. Requiring unnecessary experience and bonding
 - c. Noncompetitive pricing practices between firms
 - d. Noncompetitive awards to consultants on retainer
 - e. Organizational conflicts of interest
 - f. Specifying a “brand name” product only instead of allowing an “equal” product
 - g. Any arbitrary action in the procurement process

14.05 Federal Procurement Thresholds

1. Purchases of \$3,500 or less are considered to be micro-purchases and do not require competitive pricing.
2. Purchases for \$3,500 to \$25,000 require three written quotes.
3. Purchases above \$25,000 must follow a sealed bid process, competitive proposal process or noncompetitive proposal process.
4. Non-competitive proposals may be used ONLY if one of the following applies:
 - a. Only available from a single source
 - b. Emergency purchase
 - c. Federal awarding agency or pass through entity expressly authorizes it
 - d. After solicitation, competition is deemed inadequate

14.06 Contracting

1. The Federal procurement standards include public policy objectives related to the use of small businesses, minority firms, women's business enterprises, and labor surplus area firms.

2. With respect to these firms, the City must:
 - a. Place qualified firms on the solicitation lists.
 - b. Assure these firms are solicited whenever they are potential sources.
 - c. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation.
 - d. Establish delivery schedules, where the requirement permits, that encourages participation by these firms.
 - e. Use the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
 - f. Require prime contractors to take these same steps.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: February 2, 2023

Item Title: Sole Source Purchase - Badger Water Meters.

Department: Water

Presented By: Felicia Anderson

Item Attachments: 1. La Vergne Quote

Summary:

This is a request from the Water Department to approve the new pricing for water meters. The City has been using Badger water meters for several years. All of our equipment and software is set to work with Badger meters.

Background Information:

Mr. Justin Adams has been working with Utility Solutions and Automation, LLC to obtain the lowest possible contract prices for the meters that the City uses. This company is the only company that we can obtain these meters, so it will be considered a sole source purchase. The attachment "La Vergne Quote" contains the meters that the city typically purchases with lines 1 and 3 being used the most.

Financial Summary:

The new pricing for the Badger M25 5/8" X 3/4" meter will be \$267.50 and the pricing for the Badger M70 1" meter will be \$455.00. These are budgeted purchases for the Water Department.

Staff Recommendation:

Staff recommends approval.



PO BOX 425
 10148 HWY 99
 ROCKVALE, TN 37153
 PHONE: (615) 274-6701
 FAX: (615) 274-6798
 Email: ron@utilitysa.com

UTILITY: City of La Vergne
 ADDRESS: 148 International Boulevard
 CITY / STATE / ZIP: La Vergne, TN 37086
 PHONE: 615-793-9891
 CONTACT NAME: Justin Adams
 EMAIL: jadams1@lavernetn.gov
 DATE: 01/01/2023 to 12/31/2024

Badger Meter Mechanical Meters Quote

DESCRIPTION	1/1/2023 - 12/31/24
Badger M25 5/8" X 3/4", CIB, HRE, USG, Orion ME OR LTE Cell Endpoint, TT Conn	\$ 267.50
Badger M55 1", CIB, HRE, USG, Orion ME OR LTE Cell Endpoint, TT Conn	\$ 395.00
Badger M70 1", CIB, HRE, USG, Orion ME OR LTE Cell Endpoint, TT Conn	\$ 455.00
Badger M120 1 1/2", TP, HRE, USG, Orion ME OR LTE Cell Endpoint, TT Conn	\$ 828.00
Badger M170 2", TP, HRE, USG, Orion ME OR LTE Cell Endpoint, TT Conn	\$ 1,132.00
Badger 2" T200, TP, HRE, USG, Orion ME OR LTE Cell Endpoint, TT Conn	\$ 1,530.00
Badger 2" CSM, TP, (2) HRE's, USG, (2) Orion ME OR LTE Cell Endpoints, TT Conn	\$ 3,230.00
Badger 3" T450, TP, HRE, USG, Orion ME OR LTE Cell Endpoint, TT Conn	\$ 1,868.00
Badger 3" CSM, TP, (2) HRE's, USG, (2) Orion ME OR LTE Cell Endpoints, TT Conn	\$ 4,015.00
Badger 4" T1000, TP, HRE, USG, Orion ME Endpoint, ULM	\$ 2,685.00
Badger 4" CSM, TP, (2) HRE's, USG, (2) Orion ME OR LTE Cell Endpoints, TT Conn	\$ 6,315.00
Badger 6" T2000, TP, HRE, USG, Orion ME OR LTE Cell Endpoint, TT Conn	\$ 6,250.00
Badger 6" CSM, TP, (2) HRE's, USG, (2) Orion ME OR LTE Cell Endpoints, TT Conn	\$ 8,925.00
Badger 8" T3500, TP, HRE, USG, Orion ME Endpoint, ULM	\$ 6,920.00
Badger 8" Combo Meter, TP, (2) HRE's, USG, Orion ME Endpoints, ULM	\$ 12,995.00

"Freight charges may apply on orders less than \$50,000.00."

"This quote will be effective for a period of 24 months."



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: February 2, 2023

Item Title: Sole Source Purchase - Chemicals for the Sewer Department.

Department: Sewer

Presented By: Felicia Anderson

Item Attachments: 1. Letter - Evoqua Pricing

Summary:

This is a request from the Sewer Department to approve the pricing for chemicals that are used in the sewer system that is sent to Metro Nashville for treatment. These chemicals help with odor control and should help reduce the amount of damage that the sewage might cause in our pipes.

Background Information:

Mr. Michael Dietz and Mr. Shane Stott have been working with Evoqua regarding the new pricing for the chemicals we use in our sewer system and the amounts of the chemicals that we need to use. We are able to get the pricing using the Metro Nashville rate and Metro Nashville requires us to use these chemicals since we send them our sewage for them to treat. This is considered a sole source purchase since we have to use this product. This is a budgeted item.

Financial Summary:

The new price for BIOXIDE is \$3.65 per gallon. The new price for VX-456 is \$10.26 per gallon. This pricing is good through June 30, 2023.

Staff Recommendation:

Staff recommends approval.

December 22, 2022

Michael Dietz
City of La Vergne
5093 Murfreesboro Road
La Vergne, TN 37086
Email: mdietz@lavergn.net
Cc: Felicia Anderson, fanderson@lavergn.net

**RE: 2022-2023 BIOXIDE® AND VX 456 FSOC PRICE RENEWAL - METRO NASHVILLE
PIGGYBACK CITY OF LA VERGNE, TN
Evoqua Quote No. Q221219DA2**

Dear Mr. Dietz:

Evoqua Water Technologies LLC greatly appreciates the opportunity to continue working with the City of La Vergne on the Full-Service Odor ControlSM (FSOC) program. We look forward to serving your odor control needs in the years to come.

Your new price for BIOXIDE® will be \$3.65 per gallon delivered and your new price for VX 456 will be \$10.26 per gallon delivered, effective December 22, 2022 through June 30, 2023. These prices piggyback our current contract with Metro Government of Nashville and Davidson County.

The new delivered prices for each chemical, includes the Evoqua-owned equipment and services currently supplied to the City of La Vergne.

The above pricing includes all the equipment and services that we are currently providing as described below.

- Driftwood PS chemical storage tank and pumping equipment
- Fergus PS chemical storage tank and pumping equipment
- Hollandale PS chemical storage tank and pumping equipment
- Ivy Point PS chemical storage tank
- Madison PS chemical storage tank and pumping equipment
- McFarlin PS chemical storage tank and pumping equipment
- Waldron Road PS chemical storage

- Sites equipped with remote inventory management system with data reported to Evoqua's Link2Site® website at preset intervals

- Remote H2S Monitoring via Link2Site®
 - Fergus Discharge
 - Hurricane Creek Influent
 - McFarlin Discharge

- Monthly routine sampling and feed rate optimization at all other sites

- Sampling survey report following each visit

- Sampling, monitoring and optimization on any new potential sites or new development sites



Emergency service visits will be provided on an “as needed” basis.

BIOXIDE, BIOXIDE-AQ and BIOXIDE AE are proprietary processes developed by Evoqua Water Technologies LLC. A license to use Bioxide products is included with the product sale. Patents that cover aspects of the use of Bioxide products include, but are not necessarily limited to, United States Patent Nos. 5,500,368, 6,309,597, 7,087,172, 7,285,217, and 7,553,420 B2. Bioxide, Bioxide-AQ, Bioxide AE, AQUIT and Full-Service Odor Control are trademarks of Evoqua Water Technologies LLC.

The above prices do not include any applicable taxes. All other Terms are per the existing Metro Nashville contract (# 6460439).

Thanks again for your business. If you have any questions, comments, or if I can be of service to you in any way, please contact me at (615) 556-1446.

Sincerely,

Evoqua Water Technologies LLC

Dustin Alleman

Dustin Alleman
Sr. Sales Representative, Municipal Services



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: February 2, 2023

Item Title: Bid - Traffic Signal and High Mast Lighting Maintenance.

Department: Finance

Presented By: Felicia Anderson

Item Attachments: 1. Bid Form - Stansell Electric Company, LLC

Summary:

This is a request from the Street Department to award the bid for Traffic Signal and High Mast Lighting Maintenance.

Background Information:

The city has put this item out for bid two times. The first time, no bids were received. This time, only one bid was received, which was from Stansell Electric Company, LLC. The City bids this service out every three years so that we have a vendor to perform these services. Some of this work is completed by city staff, but if we need more extensive work, Stansell would be contacted to complete that work.

Financial Summary:

This is a budgeted item. This bid form is attached.

Staff Recommendation:

Staff recommends approval.

3. BID FORM - Must Complete and Submit with Bid**Name of Bid:**

Traffic Signal and High Mast Lighting Maintenance

Name of Bidder:

Stansell Electric Company, Inc.

Bid prices must include all costs. Costs included in the bid prices shall include parts, labor, accessories and any other standard equipment necessary to make this purchase operational, including freight, delivery, installation, and training instructions. Pricing for each component shall be effective for one (1) year from date of bid award with the possibility of two (2) one (1) year extensions. The City is not subject to sales tax.

On a separate page, explain type of warranty, length, coverage provided, bidder and purchaser liabilities and any associated costs. Specify any additions to the warranty coverage above the limits set forth in the attached specifications. Bidders shall submit with its bid a detailed description and specifications of the product(s).

Labor Rates:

Item #	Position / Title	Hourly Rate	Overtime Rate
1	Electrician	\$88.00/HR	\$120.00/HR
2	Operator	\$64.00/HR	\$90.00/HR
3	Skilled Laborer	\$50.00/HR	\$70.00/HR
4			
5			

Equipment Rates:

Item #	Description	Unit	Unit Price
6	Pickup Truck or Van	Hour	\$22.00/HR
7	Bucket Truck	Hour	\$55.00/HR
8	Other:	Hour	
9	Other:	Hour	
10	Other:	Hour	

Materials Provided by Contractor:

Any materials used but not covered in Unit Price List will be paid at cost plus a markup of 15 %.

Copies of contractor invoices must be submitted when billing the City.

Specific item costs (Include Labor, Equipment and Materials):

Item #	Description	Unit	Unit Price
11	Replace Ballasts - High Mast Lights	Each	\$415.00
12	Replace Bulbs - High Mast Lights	Each	\$250.00
13	Replace Ballasts - Traffic Signals	Each	\$350.00
14	Replace Bulbs - Traffic Signals	Each	\$285.00
15	Repair Traffic Signal Loops	Linear Foot	\$12.00

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:

Stansell Electric Company, Inc.

Telephone Number:

615-329-4944

Representative Name:

Robert P. Elliott

Title:

President

Signature:**Email Address:**

relliott@stansellelectric.com

Date:

01/04/2023

Contractor License Number:

3989

4. CONTACT INFORMATION FORM

There may be one or more amendments to this Invitation to Bid. If your company desires to receive copies or notices of any such amendments, you must provide the information requested below to the City. Please send this information to the City's contact person listed above via mail or fax. The City will send amendments only to those firms which timely complete and return this form via mail or fax.

Bid Title:	City of LaVergne Traffic Signal and High Mast Lighting Maintenance Bid
Company Name:	Stansell Electric Company, Inc.
Company Contact Person:	Trent Leaver
Mailing Address:	860 Visco Drive Nashville, TN 37210
Phone Number:	615-329-4944
Fax Number:	615-320-5236
Email Address:	tleaver@stansellelectric.com



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: February 2, 2023

Item Title: Leak Detection Services.

Department: Finance

Presented By: Felicia Anderson

Item Attachments: 1. Leak Detection Quotes

Summary:

This is a request from Public Works to approve the Leak Detection Services for 2023.

Background Information:

For several years, the city has been hiring someone to walk the water system and look for water leaks. This has been very beneficial in finding leaks that have been repaired so that we can lower our water loss. We have received three quotes to provide that service this year and the quotes were as follows:

- Rye Engineering - \$67,550.00
- Leak Detection of Tennessee, LLC - \$1,100 per 8 hour day (Will need a city employee to go with him at least one day)
- Richards Leak Management Consultants - \$19,000.00

We have used Richards Leak Management Consultants and they have been very successful at finding leaks for us. This is a budgeted item in the Water Department.

Financial Summary:

The cost for Richards Leak Management Consultants is \$19,000.00.

Staff Recommendation:

Staff recommends that the city use Richards Leak Management Consultants to provide these services for 2023.

DATE REQUESTED:				PURCHASE ORDER #:
DATE NEEDED: 01/09/2023		DATE ORDERED:		
VENDOR: RICHARDS LMC		SHIP TO: ☐ City Hall ☐ Library ☐ Police ☒ Public Works ☐ Parks & Rec ☐ Storm Water ☐ I.T. ☐ Senior Center		
		DEPARTMENT: METER/ LEAK DETECTION		
SUGGESTED VENDORS or QUOTES:				
RICHARD LMC				
LEAK DECTION OF TENNESSEE, LLC				
RYE ENGINEERING PLC				
City Administrator Signature Required on all Purchase orders \$5,000.00 and over NO EXCEPTIONS!!				
ITEM/CATALOG #	QTY	DESCRIPTION	PRICE	EXTENDED
	1	RICHARDS LMC LEAK DETECTION OF CITY	\$ 19,000.00	\$ 19,000.00
				\$ 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
			TOTAL	\$ 19,000.00

CONFIRMED BY _____ TO _____ ON _____

REQUESTOR: JUSTIN ADAMS	ACCOUNT #: 413-523-320	DEPARTMENT HEAD: 
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CITY ADMINISTRATOR:
SPECIAL INSTRUCTIONS or PHONE CONFIRMATION NUMBER:

Rye Engineering PLC
4210 West Main Street
Erin, TN 37061 US
+1 9312892300
lgordon@ryeengineering.com
www.ryeengineering.com



Estimate

ADDRESS

Mr. Justin Adams
City of La Vergne
148 International Blvd.
La Vergne, TN 37086

ESTIMATE # 1753

DATE 10/19/2022

DESCRIPTION	SKU	QTY	RATE	AMOUNT
Acoustic Leak Detection Survey for the City of La Vergne's Water Distribution System: to be performed with handheld acoustic listening probes, ground microphones, correlators, and other equipment as required. Owner to provide personnel to guide crew through system. Water services, hydrants, selective valves and other contact points to be contacted as required.		1	67,550.00	67,550.00

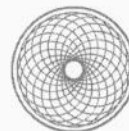
System Information:

Approximately 13,000 connections in 193 miles of water main.

SUBTOTAL	67,550.00
TAX	0.00
TOTAL	\$67,550.00

Accepted By

Accepted Date



Richards Leak Management
Consultants

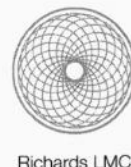
Project Proposal

Prepared for: Mike Dietz - Water and Sewer Director - City of Laverne

Prepared by: Joe Richards, Richards LMC

October 12, 2022

Richards LMC 5025 Hillsboro Pk., 2-G Nashville, TN 37215 Cell (615)-945-5737 Richardslmc@hotmail.com



Richards LMC

Executive Summary

Continue the leak management program with an annual leak survey.

Goals

The goal would be to reduce water loss through an active leak survey. The goal would be to locate leaks for repair along with establishing areas that could be subject to rehabilitation. The optimum outcome would be reducing your unaccounted for loss and overall production of water from your plant .

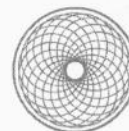
Solution

Richards LMC will walk every foot of your main lines. Ground microphoning every 10 to 15 feet, where feasible. We will locate the leaks, prepare a report, and mark them in blue paint for repair. At the end of the survey we will prepare a final report, along with observations and recommendations, about your system.

Cost of Survey

Richards LMC will bill the following:

First 50 miles @ \$100 per mile	= \$5,000.00
Second 50 miles @ \$100 per mile	= \$5,000.00
Third 50 miles @ \$100 per mile	= \$5,000.00
Fourth 40 miles @ \$100 per mile	= \$4,000.00
Total	= \$19,000.00



Richards LMC

Richards LMC has been giving direct rebates back to utilities since its inception, in 1993. The amount of the rebate should be reflected in your accounting. **The rebate for City of Laverne is \$120 per mile based on \$220 per mile.**

Most of my competitors, in this business, are charging somewhere in the range of \$20,000 to \$32,000 per 100 miles of main in various systems smaller than yours. **Their proposed costs, established by open bidding with my other clients, determines your rebate. I would rather give the money, directly back to the utility, as to help fund ongoing leak management programs.** As you can see, Richards LMC's rebate is of considerable value.

Conclusion

I understand that this proposal may be subject to the board giving its approval. Also, the start of the survey, if awarded, will begin in March of 2023, subject to weather. Looking forward to hearing from you. If you have any questions, don't hesitate to e-mail or call.

With regards,

Joe Richards

Owner- Richards LMC

Justin Adams

From: Regan Ziegler [leakdetectionoftennessee@gmail.com]
Sent: Thursday, October 20, 2022 7:58 PM
To: Justin Adams
Subject: [Junk released by User action] Leak Detection of Tennessee

Justin,

I will try working an eight hour day for \$1100.00.

I will need an employee of your department to go with me the first day or so. I would need to get an idea of the the systems in Lavergne for a day or two to see if I would be willing to continue to work at this daily rate.

I'm willing to figure out if this is all possible between my company in your department.

I appreciate your call today.

Thank you,

Regan Ziegler
615-969-9500
Leak Detection of Tennessee, LLC
LeakDetectionOfTennessee@gmail.com
<https://www.leakdetectionoftennessee.com/>
225 Fifth Ave South
Franklin, TN 37064

- WATER LEAK Detection
- GAS LEAK Detection
- Utility Locates

- Residential / Commercial / Industrial / Metro
- Serving TN & All Surrounding States



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: February 2, 2023

Item Title: Approve Amended Streetlighting Agreement with Nashville Electric Service (NES) for the Installation of LED Street Lights.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. Streetlighting Agreement - NES - 2023-01-20

Summary:

This is an item to amend the Streetlighting Agreement with Nashville Electric Service (NES) for the LED Street Light Project.

Background Information:

At the October meeting, the Board approved this agreement with Nashville Electric Service (NES) for the LED Street Light project. This agreement will allow PATH to install the LED Street Lights. This agreement also requires the city to pay NES for any undepreciated costs for the existing street light fixtures or infrastructure that will be removed or replaced. Since that approval, NES has requested changes to the agreement. In short, they changed some language regarding the calculation of the bill elements. Everything now references back to the Schedule LS. The previous version could have created a situation where the Schedule LS changed, but the agreement still referenced an old formula. You would then have contradicting formulas - both referenced in the same agreement.

Financial Summary:

The undepreciated capital costs that the city will have to pay NES are \$369,940.79.

Staff Recommendation:

Staff recommends approval.

STREETLIGHTING AGREEMENT
between
CITY OF LA VERGNE, TENNESSEE
and
NASHVILLE ELECTRIC SERVICE

Contract No. 22-34-501

THIS AGREEMENT (“Agreement”) is made and entered into as of _____ (“Effective Date”) by and between the CITY OF LA VERGNE, TENNESSEE, a municipal corporation (“Customer”), and the METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, ACTING BY AND THROUGH THE ELECTRIC POWER BOARD OF SAID GOVERNMENT, and operating under the service name of Nashville Electric Service, a not-for-profit, municipal-owned utility duly created, organized, and existing under and by virtue of the laws of the State of Tennessee (“Distributor”).

WITNESSETH:

WHEREAS, Customer currently pays for streetlights under Distributor’s Outdoor Lighting Rate – Schedule LS (the “Streetlighting Rate Schedule”), a copy of which is attached hereto, Distributor customer account number 0178526-0000092, in the City of La Vergne, Tennessee; and

WHEREAS, Customer wishes to upgrade its current streetlight fixtures to LED fixtures of a type acceptable to Distributor and to reduce the related expenses paid to Distributor; and

WHEREAS, Distributor recognizes the economic benefits of a city-wide streetlight fixture upgrade to LED; and

WHEREAS, Distributor and Customer have coordinated to develop this Agreement whereby Customer pays the upfront costs (including equipment, materials, and labor expenses) for streetlight fixture upgrades (the “Capital Costs”) directly to a third-party contractor; and

WHEREAS, subsequent to Customer’s completion of a city-wide streetlight fixture upgrade to LED, the Upgraded Streetlight Fixtures (as defined below) shall revert in ownership to Distributor; and

WHEREAS, in addition to the Capital Costs, Customer has agreed to pay Distributor \$369,940.79 in advance for services to be rendered hereunder by Distributor (the “Fee Advancement”), which Fee Advancement is equal to Distributor’s remaining undepreciated costs (defined below); and

WHEREAS, the Tennessee Valley Authority (“TVA”) is the regulatory authority for Distributor; and

WHEREAS, TVA requires that Distributor’s ratepayers not subsidize the terms of this transaction with Customer; and

WHEREAS, the parties hereto intend for the Fee Advancement to comply with TVA's requirements for the payment of Distributor's remaining undepreciated costs; and

WHEREAS, Customer has agreed to allow Distributor to retain title to the Streetlight Infrastructure (as defined below) for the future benefit of Distributor; and

WHEREAS, Distributor and Customer wish to agree upon the terms and conditions under which electric power and energy will continue to be made available by Distributor for Customer's street and public parking lot lighting systems.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants hereinafter set forth, the parties hereto covenant and agree as follows:

1. Definitions.

a. "Streetlight Infrastructure" shall mean all mast arms, fixtures, wiring, transformers, secondary conductors, and additional equipment utilized by Distributor to provide roadway lighting to Customer that are determined to be capital costs in accordance with generally accepted accounting principles. Streetlight Infrastructure shall not include private or security lights.

b. "Fixtures" shall mean electrical devices containing an electric light source and housing that provides illumination.

c. "Existing Streetlight Fixtures" shall mean all existing/current streetlight fixtures (LED, High Pressure Sodium ("HPS"), Mercury Vapor, Metal-Halide, and Incandescent) that have not been converted to LED by Customer (via contractor).

d. "Upgraded Streetlight Fixtures" shall mean all streetlight fixtures converted/relocated to LED by Customer (via contractor) as a result of this Agreement.

2. Customer agrees to pay the Fee Advancement in an amount equal to any undepreciated costs of the Existing Streetlight Fixtures located in Distributor's plant account(s) 4402100, existing in Rutherford County, or any other properly designated accounts established by Distributor (the "Streetlight Plant Accounts"). The Fee Advancement shall be determined and subsequently paid by Customer upon completion of conversion of all Existing Streetlight Fixtures to Upgraded Streetlight Fixtures (within Customer's corporate limits). The Fee Advancement amount as of the Effective Date of this Agreement is \$369,940.79. Until payment of the Fee Advancement is received by Distributor, the Fee Advancement amount shall be adjusted according to TVA's requirements.

3. Notwithstanding anything contained herein to the contrary, Existing Streetlight Fixtures shall include all existing streetlight fixtures currently documented in Distributor's Streetlight Plant Accounts; provided, however, Existing Streetlight Fixtures for purposes of this Agreement shall NOT include anything outside the scope of such Fixtures (*i.e.*, wiring, transformer, secondary conductors, standalone poles, and mast arms).

4. It is the intention of Customer to replace all Existing Streetlight Fixtures using a contractor at Customer's expense. Distributor shall permit Customer to upgrade Existing Streetlight Fixtures to LED, and Distributor shall not be responsible for any Capital Costs. Customer's contractor shall provide qualified workers capable of performing work in the electric work space of Distributor's Streetlight Infrastructure. All National Electric Safety Code requirements shall be adhered to by Customer's contractor. Customer's contractor shall coordinate all work with Distributor. Distributor reserves the right to stop work at its sole discretion for reasons including, but not limited to, safety, poor workmanship, and unreasonable disruption to Distributor's customers. Additionally, Customer's contractor's work shall be in accordance with Distributor's policies, procedures, and standards. Upon conversion of all Existing Streetlight Fixtures to Upgraded Streetlight Fixtures (within Customer's corporate limits), ownership of the Upgraded Streetlight Fixtures shall revert to Distributor. If required, Distributor shall coordinate the execution of proper documentation to reflect the reversion of ownership.

5. Customer shall submit final selection of Upgraded Streetlight Fixtures to Distributor for approval prior to installation of the Upgraded Streetlight Fixtures.

6. Upon execution of this Agreement and completion of installation of Upgraded Streetlight Fixtures, Distributor shall bill Customer per Distributor's Streetlighting Rate Schedule approved by TVA and in effect at the time of billing.

7. A facility/investment charge in the amount specified under Streetlighting Rate Schedule will be adjusted for the following items as prescribed by TVA:

- i. The base plant value used for the facility charge will be reduced due to payment by Customer for Existing Streetlight Fixtures, as referenced in Section 1 of this Agreement.
- ii. Additionally, all Upgraded Streetlight Fixtures paid for by Customer, as detailed in Section 3 of this Agreement, shall not cause to increase or be applied to the Streetlight Infrastructure plant value / facility charge computed from the Streetlight Plan Account numbers.
- iii. Future Streetlight Infrastructure costs, including Fixtures, installed by Distributor (after Customer has converted the Existing Streetlight Fixtures to Upgraded Streetlight Fixtures via a contractor) shall be added to the Streetlight Plant Accounts for purposes of determining the facility charge at the actual cost to install, and where such installation of future Streetlight Infrastructure is a replacement of any existing asset, the cost of a comparable corresponding asset or assets shall be removed.
- iv. During the time this Agreement is in full effect, Distributor shall credit the Streetlight Plant Accounts of Customer with any payments or credits received by Distributor for warrantied Upgraded Streetlight Fixtures and/or payments received from third parties as contribution in aid of construction. Streetlight Plant Accounts will reflect actual cost (which could be \$0) for contributed Streetlight assets.

8. Upon execution of this Agreement, Distributor shall continue to maintain, erect or retire Streetlight Infrastructure per the terms described below:

a. Routine repair and maintenance for Upgraded Streetlight Fixtures (that is, any non-capital work) shall be conducted by Distributor and be accounted for according to the terms of the Streetlight Service Agreement between Customer and Distributor and TVA requirements. Regulatory costs (such as TVA annual lamp and glass), if any, shall be paid by the Customer within thirty days of presentment of the invoice for said costs.

b. If Customer desires to erect additional Upgraded Streetlight Fixtures, Customer shall notify Distributor in writing. Streetlight Infrastructure and Upgraded Streetlight Fixtures installed by Distributor (after Customer's Existing Streetlight Fixtures have been converted to Upgraded Streetlight Fixtures) shall be added to the plant value / facility charge in the Streetlight Plant Account numbers at the actual cost of the Distributor to install.

9. Neither party may assign or transfer any of its rights or obligations under this Agreement without the prior written approval of the other party.

10. This Agreement shall become effective as of the Effective Date.

11. This Agreement shall inure to the benefit of and be binding upon the respective successors, legal representatives, and assigns of the parties hereto. None of the rights above shall permit Customer to attach anything in any way to the Streetlight Infrastructure or to the Upgraded Streetlight Fixtures.

12. The parties shall comply with any applicable regulations on this transaction and the ongoing streetlight contract imposed by TVA or other regulatory authorities. In the event a regulatory authority requires any changes to this Agreement, the parties agree to negotiate and enter any appropriate amendments for such purposes in a commercially reasonable period of time.

13. No forbearance or delay by Customer in exercising any right, power, or remedy shall constitute a waiver thereof, and every right, power, and remedy of Customer shall continue in full force and effect until such right, power, or remedy is specifically waived in a writing executed by Customer.

14. This Agreement constitutes the entire agreement among the parties with regard to the subject matter of this Agreement. There are no other representations, agreements, or understandings, oral or written, between the parties relating to the subject matter of this Agreement.

15. Dispute Resolution Process. Except for an action seeking a temporary restraining order, an injunction, or an order to compel compliance with this dispute resolution procedure, either party can invoke the dispute resolution procedures at any time to resolve a controversy, claim, or breach arising under this Agreement. Each party will bear its own costs for dispute resolution activity.

a. Initial Meeting. At either party's written request, each party will designate knowledgeable, responsible, senior representatives to meet and negotiate in good faith to resolve a dispute. The representatives will have discretion to decide the format, frequency, duration, and conclusion of these discussions. The parties will conduct any meeting in person or via conference call, as reasonably appropriate.

b. Executive Meeting. If, thirty (30) days after the first in-person meeting of the senior representatives, the parties have not resolved the dispute to their mutual satisfaction, each party will designate executive representatives at the director level or above to meet and negotiate in good faith to resolve the dispute. To facilitate the negotiations, the parties may agree in writing to use mediation.

c. Unresolved Dispute. If, after thirty (30) days from the first executive-level, in-person meeting, the parties have not resolved the dispute to their mutual satisfaction, either party may invoke any legal means available to resolve the dispute, including enforcement of the default and termination procedures.

Unless the parties otherwise agree in writing, communication between the parties will be treated as confidential information developed for settlement purposes, exempt from discovery and inadmissible in litigation. During any dispute resolution procedure or lawsuit, the parties will continue providing services to each other and performing their obligations under this Agreement

16. No part of this Agreement may be modified, waived, limited, discharged, or terminated except in writing, signed by all parties and expressly referring to this Agreement and to the provisions so modified or limited.

17. This Agreement and all amendments relating hereto shall be governed by and construed under the laws of the State of Tennessee without regard to principles of conflicts of law.

18. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

19. If any of the provisions of this Agreement shall be held invalid or unenforceable, this Agreement shall be construed as if not containing those provisions and the rights and obligations of the parties hereto shall be construed and enforced accordingly.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective duly authorized representatives.

Customer:

Distributor:

CITY OF LA VERGNE, TENNESSEE

**METROPOLITAN GOVERNMENT OF
NACHVILLE AND DAVIDSON
COUNTY, ACTING BY AND THROUGH
THE ELECTRIC POWER BOARD OF
SAID GOVERNMENT**

By: _____

By: _____
Teresa Broyles-Aplin, President & CEO

Name: Jason Cole

Date: _____

Title: _____

Date: _____

Approved as to Form and Legality:

By: _____
Laura Smith, VP & General Counsel

Date: _____

Attest:

By: _____
David Frankenberg, Secretary

Date: _____

**ELECTRIC POWER BOARD OF THE METROPOLITAN
GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

OUTDOOR LIGHTING RATE--SCHEDULE LS

(January 2023)

Availability

Available for service to street and park lighting systems, traffic signal systems, athletic field lighting installations, and outdoor lighting for individual customers.

Service under this schedule is for a term of not less than 1 year.

Payment

Bills under this rate schedule will be rendered monthly. Any amount of bill unpaid after the due date specified on the bill may be subject to additional charges under Distributor's standard policy.

Base Charges

Service Charge:

Distributor shall apply a uniform monthly service charge of \$2.50 for service to each street lighting system, park lighting system, traffic signal system and athletic field lighting installation.

Energy Charge:

Summer Period 9.356¢ per kWh per month

Winter Period 9.025¢ per kWh per month

Transition Period 8.817¢ per kWh per month

Adjustment

The base energy charges will be increased or decreased in accordance with the current Adjustment Addendum published by TVA.

Determination of Seasonal Periods

“Summer Period” means the June, July, August, and September billing months. “Winter Period” means the December, January, February, and March billing months. “Transition Period” means the April, May, October, and November billing months.

PART A--CHARGES FOR STREET AND PARK LIGHTING SYSTEMS, TRAFFIC SIGNAL SYSTEMS, AND ATHLETIC FIELD LIGHTING INSTALLATIONS

Facility Charge

The annual facility charge will be 13% of the installed cost to Distributor's electric system of the facilities devoted to street and park lighting service specified in this Part A. Distributor must recompute such installed cost annually (or more frequently if substantial changes in the facilities are made). One-twelfth of the annual facility charge will be billed to the customer each month. If any part of the facilities has not been provided at the electric system's expense; or if the installed cost of any portion thereof is reflected on the books of another municipality, agency, or department, then the annual facility charge will be adjusted to reflect accurately the remaining cost to be borne by the electric system.

Traffic signal systems and athletic field lighting installations will be provided, owned, and maintained by and at the expense of the customer, except as Distributor may agree otherwise, in accordance with the customer charge provisions. The facilities necessary to provide service to such systems and installations will be provided by and at the expense of Distributor's electric system, and the annual facility charge provided for above will apply to the installed cost of such facilities.

Distributor's electric system may provide, own, and maintain traffic signal systems and athletic field lighting installations for the customer's benefit when so authorized by policy duly adopted by Distributor's governing board. In such cases, Distributor may require reimbursement from the customer for a portion of the initial installed cost of any such system or installation, and will require customer to pay a facility charge sufficient to cover all of Distributor's costs (except reimbursed costs, and including appropriate overheads) of providing, owning, and maintaining such system or installation. For athletic field lighting installations, such facility charge will in no case be less than 12% per year of such costs, and will be in addition to the annual facility charge necessary to provide service to such system or installation as provided for in the preceding paragraph.

Lamp Replacement

Traffic signal systems and athletic field lighting installations will be billed and will pay for replacement of lamps and related glassware as provided for in paragraph 1 below.

Street and park lighting customers will be billed and will pay for replacement of lamps and related glassware as provided in paragraph 2 below.

1. Distributor will bill the customer monthly for such replacements during each month at Distributor's cost of materials, including appropriate storeroom expense.
2. Distributor will bill the customer monthly for one-twelfth of the amount by which Distributor's cost of materials, including appropriate storeroom expense, exceeds the product of 3 mills multiplied by the number of kilowatt hours used for street and park lighting during the fiscal year immediately preceding the fiscal year in which such month occurs.

Metering

For any billing month or part of such month in which the energy is not metered, or for which a meter reading is found to be in error, or a meter is found to have failed, then, for billing purposes, the energy for that billing month or part of such month will be computed from the rated capacity of the lamps (including ballast), plus 5% of such capacity (to reflect secondary circuit losses), multiplied by the number of hours of use.

Revenue and Cost Review

Distributor's costs of providing service under Part A of this rate schedule are subject to review at any time and from time to time to determine if Distributor's revenues from the charges being applied are sufficient to cover its costs. (Such costs, including applicable overheads, include, but are not limited to, those incurred in the operation and maintenance of the systems provided, and those resulting from depreciation and payments for taxes, tax equivalents, and interest.) If any such review discloses that revenues are either less or more than sufficient to cover said costs, Distributor must revise the above facility charges so that revenues will be sufficient to cover said costs. Any such revision of the annual facility charge provided for in Part A of this rate schedule will be by agreement between Distributor and TVA.

PART B--CHARGES FOR OUTDOOR LIGHTING FOR INDIVIDUAL CUSTOMERS AND SPECIAL OUTDOOR LIGHTING

Facility Charge

Distributor will make available to individual customers certain outdoor lighting fixtures. These fixtures will be provided, owned, and maintained by Distributor. A facility charge, covering Distributor's cost plus margin, will be calculated for each individual fixture. If the costs of providing and maintaining individual fixtures change, Distributor must use the formula set forth below to revise the facility charge for that fixture. If Distributor's facility charge calculations, using the formula set forth below, yield a positive revenue impact, then Distributor must notify TVA of the impact on Distributor's revenue. For a period of six years, Distributor will maintain on file the facility charge calculations or spreadsheets for audit purposes, and any other historical information as may be reasonably required by TVA for verification.

$$FC_i = \frac{ICR_i + RAC_i + M_i}{12}$$

i = individual fixture

FC = monthly facility charge

ICR = installed cost recovery of fixture

RAC = recurring annual cost of providing and maintaining fixture

M = Distributor's margin (not to exceed 23%)

Additional Facilities and Installations

The calculated facility charge in this Part B is limited to service from a photoelectrically-controlled standard lighting fixture installed on a pole already in place. If the customer wants to have the fixture installed at a location other than on a pole already in place, Distributor may apply an additional monthly charge.

Distributor's electric system may provide, own, and maintain special outdoor lighting installations for the customer's benefit when so authorized by policy duly adopted by Distributor's governing board. In such cases Distributor may require reimbursement from the customer for a portion of the initial installed cost of any such installation.

Lamp Replacements

Replacements of lamps and related glassware will be made in accordance with Distributor's replacement policies, without additional charge to the customer.

Service is subject to Rules and Regulations of Distributor.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: February 2, 2023

Item Title: Approve Purchase Agreement with Bigman Geophysical, LLC to Conduct a Ground Penetrating Radar Investigation at 399 Stones River Road for the Tornado Safe Room Project.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. Purchase Agreement - Bigman Geophysical

Summary:

This will approve a Purchase Agreement to conduct a Ground Penetrating Radar Investigation for the Tornado Safe Room Project on Stones River Road.

Background Information:

In order to receive approval for the next phase of the project, FEMA has mandated that the city conduct an archeological survey on the property. This is to ensure that no historical artifacts are disturbed. I was able to approve the cost of the initial phase of the study, which was \$3,000, but the Ground Penetrating Radar portion of the study is an additional fee of \$6,100 that needs to be approved by the Board before we can move forward. Total cost of the study will be \$9,100.00.

Financial Summary:

Total cost of the study will be \$9,100.

Staff Recommendation:

Staff recommends approval.



Midsouth-La Vergne Safe Room

MidsouthCRC

1215 Stonewall Boulevard
Murfreesboro, TN 37130
United States

Dr. Scott Jones

jsjones@midsouthcrc.com
9312738527

Reference: 20220628-185649927

Quote created: June 28, 2022
Quote expires: May 31, 2023
Quote created by: Sean McConnel
Project Manager
smcconnel@bigmangeo.com
+1 (309) 749-7751

Products & Services

Item & Description	Quantity	Unit Price	Total
Project Deployment Fee	1	\$500.00	\$500.00
Project Management Hourly Rates \$225/hour (8-hour minimum) \$250/hour (Less than 8 hours)	8	\$225.00	\$1,800.00
Data Processing and Analysis	16	\$225.00	\$3,600.00
Check In/out Group D Equipment Fee for GPR equipment	1	\$150.00	\$150.00
Check In/Out Group B Equipment Fee for RTK corrected GPS system.	1	\$50.00	\$50.00
Subtotals			
One-time subtotal			\$6,100.00

Total \$6,100.00

Purchase Terms

Purchase Terms

Bigman Geophysical, LLC agrees to conduct GPR investigation of an area of not more than two acres in size at 399 Stones River Road in La Vergne TN.

Additional coverage available upon request, at the standard rate of \$225 per hour.

Methods of Investigation

Geophysical prospection techniques map variations in the physical properties of the earth, thus GPR records contrasts between materials by producing an electromagnetic pulse at the ground surface. This pulse propagates through the subsurface and reflects off dielectrical differences at material interfaces. Some of this energy may return to the ground surface and get recorded by a receiving GPR antenna.

However, the size and depth of potential targets of interest that GPR can record will depend on the conductive properties of the materials and the wavelength of the GPR signal. While geophysical prospection technology is highly accurate, and we use technical expertise to interpret the geophysical data collected with these instruments, Bigman Geophysical, LLC does not guarantee that all targets will be located since sufficient contrast between targets of interest and host materials must exist for the GPR to record a response.

Also, other variations in subsurface geology or other buried objects can produce responses that are similar to those of targets, and thus Bigman Geophysical, LLC will not be held liable for misinterpretations. Further, Bigman Geophysical, LLC will not be held liable for misinterpretations or other problems with deliverables that result from any of the following: - Errors introduced to the data during onsite collection - Errors or inconsistencies in reference data provided by the client - Errors or inconsistencies in interpretations that result from the interpolation of data during standard processing (for example, due to inadequate scan density during data acquisition leading to poor resolution) -Errors resulting from the manipulation or implementation of exported deliverables by the client.

Product & Fees

Bigman Geophysical will provide a summary report and imagery documenting the detected objects in the GPR investigation, with georeferenced file outputs available on request.

Additional investigation or consulting services (including excessive preparation of the survey site, multiple modifications of our maps, defense of our opinion or conclusions, deposition or court testimony, or substantial review time of our methodology, results, or conclusions with advisors) are not included in the above fee estimate and will be billed to you at our current hourly rates, plus expenses. Any such additional services will be discussed in advance.

Fees will be invoiced at the completion and submission of deliverables. If payments are not made within 30 days of the invoice date, you will be charged interest at the rate of 1.5% per month. Additional investigation or consulting services (including excessive preparation of the survey site, multiple modifications of our maps, defense of our opinion or conclusions, deposition or court testimony, or substantial review time of our methodology, results, or conclusions with advisors) are not included in the above fee estimate and will be billed to you at our current hourly rates, plus expenses. Any such additional services will be discussed with you, in advance.

This agreement is governed by Tennessee law and any dispute regarding the agreement will be adjudicated in state court in Rutherford County, Tennessee.

Confidentiality and Appropriate Use of Data

Geophysical data collected during the investigation or maps and interpretations developed during our analysis may be used by Bigman Geophysical, LLC for marketing or advertising purposes. The forms of marketing and advertising may include professional presentations, public education, university lectures, publication in scientific and popular articles, abstracts, and books, publication of brochures, flyers, company websites, or any other media.

Questions? Contact me



Sean McConnell
Project Manager
smcconnel@bigmangeo.com
+1 (309) 749-7751

BIGMAN GEOPHYSICAL INC.
6070 Dawson Boulevard , Suite C
Norcross, Georgia 30093
United States



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: February 2, 2023

Item Title: Approve Facility Use Agreement with Julianne Holbrook for the Zumba Program.

Department: Parks & Recreation

Presented By: David McGowen

Item Attachments: 1. 2023 Zumba Agreement

Summary:

This is a request from the Parks & Recreation Department to approve the proposed Facility Use Agreement for the Zumba Program.

Background Information:

Attached is a proposed Facility Use Agreement that will give Julianne Holbrook the ability to use the Multi-Purpose Building to conduct a Zumba program. The scheduled time each week is on Saturday from 10:00am -11:00am.

Financial Summary:

The fee to use the building is \$15.00 / hour, payable by the 1st of each month.

Staff Recommendation:

Staff recommends approval.

La Vergne Parks and Recreation Facility Use Agreement

This Use Agreement entered into this ____ day of _____, 2023 by and between the City of La Vergne Parks and Recreation Department, hereafter referred to as “the Department”, and **Julianne Holbrook** hereafter referred to as “the User”. In consideration of the mutual promises and agreements continued herein, the Department and the User agree as follows:

I. Purpose

The Department agrees to allow the User the use of City of La Vergne controlled “Property” **Multi-Purpose Building** for the sole purpose of conducting a **Zumba** program.

II. Term

The term of this Use Agreement shall begin **01/01/2023** and end **12/31/2023**. The User shall have the right to use the Property during the term of the Use Agreement. The User may not schedule any activity for the Property for a date or time other than approved by the Director of the Department or the Director’s Designee. The Department shall establish and approve the schedule for the User’s use of the Property. The schedule shall be attached to this Agreement as Exhibit A.

Scheduled Times: **Saturdays from 10:00am – 11:00am**

III. Participant Fees

Participant fees shall be set by the Director of the Department or the Director’s Designee and the User. The Department shall receive a set fee or a percentage of participant fees from the User. The Director of the Department or the Director’s Designee and the User will negotiate a percentage and how often the User will pay the percentage. Once a percentage or set fee schedule has been established, all monies received by the Department will be deposited within the established guidelines of the City of La Vergne

A **\$100 deposit** will be paid by User before the first program. If damages to the building and/or problems do not exist, the deposit will be returned.

Fee **\$15 per hour**

Pay Schedule **1st of Each Month**

IV. Department Obligations

- A. The Department will maintain the Property for use by the User.
- B. The Department will (if applicable) maintain existing restroom facilities.
- C. The Department will (if applicable) make repairs to the roof, interior walls, doors, water fountains, plumbing systems, and electrical systems.
- D. The Department will be responsible for providing trash receptacles.
- E. The Department will maintain the parking areas.
- F. The Department will pay for utility services (water, electricity, etc.) at the Property.
- G. The Department will determine issues regarding the safety of the Property for the User’s program. If a safety issues is apparent, the Department will focus on the issues in order for the User to conduct the program. If the safety issue cannot be dealt with before the User’s program, the Department will notify the User of the

safety issue and suggest an alternative site to hold the User's program until the issue is no longer a threat to program participants. If there is no alternative site for the User, the program will be cancelled until the issue is no longer a threat to program participants.

- H. The Department will determine if security is needed. If so, the User will pay the fee (see Section III – Participant Fees).
- I. The Department will provide the User a list of dates the building will not be available for use in a timely manner. i.e., city events, voting, etc..

V. User Obligations

- A. The User will inform the Department who is in charge of the program prior to the starting date of this agreement.
- B. The User will submit liability waiver forms completed by program participants.
- C. The User will submit a class roster of each participant's name, address, phone number and emergency contact.
- D. The User will make reasonable efforts to maintain the Property while under their use. This includes keeping a trash-free facility inside and out.
- E. The User will be responsible for any damage that may occur to the Property, in and out, during the term (specified dates and times of the program) of this Use Agreement.
- F. The User will be certified in the area of their program or have equivalent experience.
- G. The User will be certified in CPR (Cardio Pulmonary Resuscitation) and/or First Aid. Certification will be attached as Exhibit B.
- H. The User will inform the Department of any safety hazards within 24 hours of discovering the safety hazard by calling the Department or submitting a written report of the hazard at the Department's office.

VI. User Representations

- A. The User will not discriminate against any person including, but not limited to, sex, race, religion, natural origin or disability.
- B. The User will maintain a liability insurance coverage policy with minimum of \$1,000,000. This policy must list the City of La Vergne as additional insured. A copy of this policy shall be attached as Exhibit C.
- C. The User accepts the Property as suitable for the User's program and the purpose of the Use Agreement.

VII. Policies

- A. All programs must be in accordance with the Parks and Recreation Mission.
- B. The User shall post no signs or disperse advertisements of any kind without prior written approval of the Director of the Department. Also, upon request the Department will provide advertising on Public Access Television.
- C. No vendors shall be allowed to sell any product or service on the Property without prior written approval of the Director of the Department.
- D. The User will not alter or modify any existing building or structure without prior written approval of the Director of the Department and approval of all appropriate city agencies.
- E. The Director shall have the authority to remove any organization or individual not abiding by this Agreement or for conduct deemed inappropriate to the citizens of

La Vergne. Thirty (30) days cancellation notice, from the User, is required. The Parks and Recreation Department can cancel without notice.

F. This Use Agreement can only be amended by a written amendment executed by the Department and the User.

G. The User is responsible for keys that have been signed out to them. If keys need to be replaced the Department will charge the User \$20.00 per key.

In witness whereof, the Department and the User have executed this Use Agreement on the day and date written above.

By: _____
Jason Cole, Mayor Date _____

Attest: _____
Bruce Richardson Date _____
City Administrator/City Recorder

By: _____
Julianne Holbrook Date _____



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: February 2, 2023

Item Title: Approve Facility Use Agreement with Aliah Billingsley for a Dance and Majorette Program.

Department: Parks & Recreation

Presented By: David McGowen

Item Attachments: 1. 2023 Dance and Majorette Contract

Summary:

This is a request from the Parks & Recreation Department to approve the proposed Facility Use Agreement for a Dance and Majorette Program.

Background Information:

Attached is a proposed Facility Use Agreement that will give Aliah Billingsley the ability to use the Multi-Purpose Building for the purpose of conducting a Dance and Majorette Program. The scheduled times are Tuesdays and Thursdays from 5:45 p.m. to 7:45 p.m.

Financial Summary:

The fee to use the building is \$15.00/hour, payable by the 1st of each month.

Staff Recommendation:

Staff recommends approval.

La Vergne Parks and Recreation Facility Use Agreement

This Use Agreement entered into this ____ day of _____, 2023 by and between the City of La Vergne Parks and Recreation Department, hereafter referred to as “the Department”, and **Aliah Billingsley** hereafter referred to as “the User”. In consideration of the mutual promises and agreements continued herein, the Department and the User agree as follows:

I. Purpose

The Department agrees to allow the User the use of City of La Vergne controlled “Property” **Multi-Purpose Building** for the sole purpose of conducting a **dance and majorette** program.

II. Term

The term of this Use Agreement shall begin **01/01/2023** and end **12/31/2023**. The User shall have the right to use the Property during the term of the Use Agreement. The User may not schedule any activity for the Property for a date or time other than approved by the Director of the Department or the Director’s Designee. The Department shall establish and approve the schedule for the User’s use of the Property. The schedule shall be attached to this Agreement as Exhibit A.

Scheduled Times: **Tuesdays from 5:45pm – 7:45 pm**
Thursdays from 5:45pm – 7:45 pm

III. Participant Fees

Participant fees shall be set by the Director of the Department or the Director’s Designee and the User. The Department shall receive a set fee or a percentage of participant fees from the User. The Director of the Department or the Director’s Designee and the User will negotiate a percentage and how often the User will pay the percentage. Once a percentage or set fee schedule has been established, all monies received by the Department will be deposited within the established guidelines of the City of La Vergne

A **\$100 deposit** will be paid by User before the first program. If damages to the building and/or problems do not exist, the deposit will be returned.

Fee **\$15 per hour**
Pay Schedule **1st of Each Month**

IV. Department Obligations

- A. The Department will maintain the Property for use by the User.
- B. The Department will (if applicable) maintain existing restroom facilities.
- C. The Department will (if applicable) make repairs to the roof, interior walls, doors, water fountains, plumbing systems, and electrical systems.
- D. The Department will be responsible for providing trash receptacles.
- E. The Department will maintain the parking areas.
- F. The Department will pay for utility services (water, electricity, etc.) at the Property.
- G. The Department will determine issues regarding the safety of the Property for the User’s program. If a safety issues is apparent, the Department will focus on the issues in order for the User to conduct the program. If the safety issue cannot be

dealt with before the User's program, the Department will notify the User of the safety issue and suggest an alternative site to hold the User's program until the issue is no longer a threat to program participants. If there is no alternative site for the User, the program will be cancelled until the issue is no longer a threat to program participants.

- H. The Department will determine if security is needed. If so, the User will pay the fee (see Section III – Participant Fees).
- I. The Department will provide the User a list of dates the building will not be available for use in a timely manner. ie.. city events, voting, etc..

V. User Obligations

- A. The User will inform the Department who is in charge of the program prior to the starting date of this agreement.
- B. The User will submit liability waiver forms completed by program participants.
- C. The User will submit a class roster of each participant's name, address, phone number and emergency contact.
- D. The User will make reasonable efforts to maintain the Property while under their use. This includes keeping a trash-free facility inside and out.
- E. The User will be responsible for any damage that may occur to the Property, in and out, during the term (specified dates and times of the program) of this Use Agreement.
- F. The User will be certified in the area of their program or have equivalent experience.
- G. The User will be certified in CPR (Cardio Pulmonary Resuscitation) and/or First Aid. Certification will be attached as Exhibit B.
- H. The User will inform the Department of any safety hazards within 24 hours of discovering the safety hazard by calling the Department or submitting a written report of the hazard at the Department's office.

VI. User Representations

- A. The User will not discriminate against any person including, but not limited to, sex, race, religion, natural origin or disability.
- B. The User will maintain a liability insurance coverage policy with minimum of \$1,000,000. This policy must list the City of La Vergne as additional insured. A copy of this policy shall be attached as Exhibit C.
- C. The User accepts the Property as suitable for the User's program and the purpose of the Use Agreement.

VII. Policies

- A. All programs must be in accordance with the Parks and Recreation Mission.
- B. The User shall post no signs or disperse advertisements of any kind without prior written approval of the Director of the Department. Also, upon request the Department will provide advertising on Public Access Television.
- C. No vendors shall be allowed to sell any product or service on the Property without prior written approval of the Director of the Department.
- D. The User will not alter or modify any existing building or structure without prior written approval of the Director of the Department and approval of all appropriate city agencies.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: February 2, 2023

Item Title: Approve Facility Use Agreement with Jacqueline Dixon for the Jazzercise Program.

Department: Parks & Recreation

Presented By: David McGowen

Item Attachments: 1. 2023 Jazzercise Contract

Summary:

This is a request from the Parks & Recreation Department to approve the proposed Facility Use Agreement for the Jazzercise Program.

Background Information:

Attached is a proposed Facility Use Agreement that will give Jacqueline Dixon the ability to use the Multi-Purpose Building for the purpose of conducting a Jazzercise program. The scheduled times are Mondays and Wednesdays from 5:45 p.m. - 6:45 p.m. and Saturdays from 8:30 a.m. - 9:30 a.m.

Financial Summary:

The fee to use the building is \$15.00/hour, payable by the 1st of the month.

Staff Recommendation:

Staff recommends approval.

La Vergne Parks and Recreation Facility Use Agreement

This Use Agreement entered into this ____ day of _____, 2023 by and between the City of La Vergne Parks and Recreation Department, hereafter referred to as “the Department”, and **Jacqueline Dixon** hereafter referred to as “the User”. In consideration of the mutual promises and agreements continued herein, the Department and the User agree as follows:

I. Purpose

The Department agrees to allow the User the use of City of La Vergne controlled “Property” **Multi-Purpose Building** for the sole purpose of conducting a **Jazzercise** program.

II. Term

The term of this Use Agreement shall begin **01/01/2023** and end **12/31/2023**. The User shall have the right to use the Property during the term of the Use Agreement. The User may not schedule any activity for the Property for a date or time other than approved by the Director of the Department or the Director’s Designee. The Department shall establish and approve the schedule for the User’s use of the Property. The schedule shall be attached to this Agreement as Exhibit A.

Scheduled Times: **Mondays from 5:45pm – 6:45pm**
Wednesdays from 5:45pm – 6:45pm
Saturdays from 8:30am – 9:30am

III. Participant Fees

Participant fees shall be set by the Director of the Department or the Director’s Designee and the User. The Department shall receive a set fee or a percentage of participant fees from the User. The Director of the Department or the Director’s Designee and the User will negotiate a percentage and how often the User will pay the percentage. Once a percentage or set fee schedule has been established, all monies received by the Department will be deposited within the established guidelines of the City of La Vergne

A **\$100 deposit** will be paid by User before the first program. If damages to the building and/or problems do not exist, the deposit will be returned.

Fee **\$15 per hour**
Pay Schedule **1st of Each Month**

IV. Department Obligations

- A. The Department will maintain the Property for use by the User.
- B. The Department will (if applicable) maintain existing restroom facilities.
- C. The Department will (if applicable) make repairs to the roof, interior walls, doors, water fountains, plumbing systems, and electrical systems.
- D. The Department will be responsible for providing trash receptacles.
- E. The Department will maintain the parking areas.
- F. The Department will pay for utility services (water, electricity, etc.) at the Property.

- G. The Department will determine issues regarding the safety of the Property for the User's program. If a safety issue is apparent, the Department will focus on the issues in order for the User to conduct the program. If the safety issue cannot be dealt with before the User's program, the Department will notify the User of the safety issue and suggest an alternative site to hold the User's program until the issue is no longer a threat to program participants. If there is no alternative site for the User, the program will be cancelled until the issue is no longer a threat to program participants.
- H. The Department will determine if security is needed. If so, the User will pay the fee (see Section III – Participant Fees).
- I. The Department will provide the User a list of dates the building will not be available for use in a timely manner. ie.. city events, voting, etc..

V. User Obligations

- A. The User will inform the Department who is in charge of the program prior to the starting date of this agreement.
- B. The User will submit liability waiver forms completed by program participants.
- C. The User will submit a class roster of each participant's name, address, phone number and emergency contact.
- D. The User will make reasonable efforts to maintain the Property while under their use. This includes keeping a trash-free facility inside and out.
- E. The User will be responsible for any damage that may occur to the Property, in and out, during the term (specified dates and times of the program) of this Use Agreement.
- F. The User will be certified in the area of their program or have equivalent experience.
- G. The User will be certified in CPR (Cardio Pulmonary Resuscitation) and/or First Aid. Certification will be attached as Exhibit B.
- H. The User will inform the Department of any safety hazards within 24 hours of discovering the safety hazard by calling the Department or submitting a written report of the hazard at the Department's office.

VI. User Representations

- A. The User will not discriminate against any person including, but not limited to, sex, race, religion, natural origin or disability.
- B. The User will maintain a liability insurance coverage policy with minimum of \$1,000,000. This policy must list the City of La Vergne as additional insured. A copy of this policy shall be attached as Exhibit C.
- C. The User accepts the Property as suitable for the User's program and the purpose of the Use Agreement.

VII. Policies

- A. All programs must be in accordance with the Parks and Recreation Mission.
- B. The User shall post no signs or disperse advertisements of any kind without prior written approval of the Director of the Department. Also, upon request the Department will provide advertising on Public Access Television.
- C. No vendors shall be allowed to sell any product or service on the Property without prior written approval of the Director of the Department.

- D. The User will not alter or modify any existing building or structure without prior written approval of the Director of the Department and approval of all appropriate city agencies.
- E. The Director shall have the authority to remove any organization or individual not abiding by this Agreement or for conduct deemed inappropriate to the citizens of La Vergne. Thirty (30) days cancellation notice, from the User, is required. The Parks and Recreation Department can cancel without notice.
- F. This Use Agreement can only be amended by a written amendment executed by the Department and the User.
- G. The User is responsible for keys that have been signed out to them. If keys need to be replaced the Department will charge the User \$20.00 per key.

In witness whereof, the Department and the User have executed this Use Agreement on the day and date written above.

By: _____
Jason Cole, Mayor

Date

Attest: _____
Bruce Richardson
City Administrator/City Recorder

Date

By: _____
Jacqueline Dixon

Date



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: February 2, 2023

Item Title: Approve Contract with Pyro Shows, Inc. for the Independence Day Fireworks Display.

Department: Parks & Recreation

Presented By: David McGowen

Item Attachments: 1. Pyro Shows Contract

Summary:

This is a request from Parks & Recreation to approve the contract with Pyro Shows for the fireworks display at the Independence Day Celebration on July 4, 2023.

Background Information:

The City is entering into the third and final year of a three-year contract with Pyro Shows to provide the fireworks display for our July 4th celebration.

Financial Summary:

The cost of the fireworks show is \$15,450.00. A 50% deposit (\$7,725.00) will be submitted with the signed contract. The funds are available in the event budget.

Staff Recommendation:

Staff recommends approval.



Multi-Year Contract Agreement Pyro Shows, Inc. and City of LaVergne Option Year 3 of 3

This Agreement made on **January 12, 2023**, by and between PYRO SHOWS, Inc., an Tennessee Corporation, whose address is 115 North 1st Street, LaFollette, Tennessee, 37766, and hereinafter referred to as **"PYRO SHOWS"** and **CITY OF LAVERGNE** with its principle place of business located at 294 Sand Hill Road, LaVergne, TN 37086 hereinafter referred to as "Customer".

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

- I. **FIREWORKS DISPLAY:** PYRO SHOWS agrees to furnish to Customer a fireworks display, hereinafter referred to as "Show", pursuant to the project / sales order number # 23 TN 07-04-C-15450-000089-MY3-3 dated **January 12, 2023**. The show will be given on **July 4, 2023**. There is no scheduled rain date for 2023.
- II. **CANCELLATION:** PYRO SHOWS shall determine what weather conditions prohibit PYRO SHOWS from proceeding with the Show; in which case, PYRO SHOWS agrees to present the Show on the following day or previously agreed upon postponement date. In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem, etc.; in no event shall these additional expenses be less than ten percent (10%) of the contracted price of the Show. In the event the Show must be RESCHEDULED to a mutually agreed upon date other than the previously agreed upon rain date, in addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these expenses be less than thirty percent (30%) of the contracted price of the Show. Should Customer elect to CANCEL the Show for any reason, Customer must provide PYRO SHOWS with a thirty (30) days' written notice by certified mail, return receipt, to PYRO SHOWS' address as set forth above. Customer agrees that PYRO SHOWS shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay PYRO SHOWS fifty (50%) of the total contract price for the show as liquidated damages for cancellation due to the fault of the Customer.
- III. **SECURITY AREA:** Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2014 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area to the extent that any such claim is due to the negligence of the Customer to the extent allowed by law. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employees of PYRO SHOWS or persons specifically designated in writing by the sponsor or the Authority Having Jurisdiction (AHJ), and submitted and approved, to PYRO SHOWS prior to the event.
- IV. **SITE CLEANUP:** PYRO SHOWS shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of debris located in and around fallout zone.
- V. **INDEMNIFICATION AND HOLD HARMLESS:** Customer agrees to hold PYRO SHOWS harmless from any damages caused to Customer which result as a consequence of unauthorized persons entering the Security Area. Furthermore, Customer agrees to defend and indemnify PYRO SHOWS from any and all claims brought against PYRO SHOWS for damages caused wholly or in part by Unauthorized Person who have entered the Security Area.
- VI. **AMENDMENT & ASSIGNMENT:** This agreement is deemed personal and confidential to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of PYRO SHOWS.
- VII. **COMPLIANCE WITH THE LAWS AND REGULATIONS:** Promptly upon the execution of this Agreement, Customer shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. Customer agrees to indemnify and hold harmless PYRO SHOWS from against all claims, suits, and causes of action, demands, penalties, losses or damages which may arise or accrue because of the failure or neglect of Customer to obtain such approval. This Agreement is made expressly subject to and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.
- VIII. **PERMITS AND LICENSES:** PYRO SHOWS shall process the necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. It is hereby stipulated that this Agreement is to be construed and governed by the laws of the State of Tennessee, and any suit involving this contract shall be brought in the Courts of Campbell County in the State of Tennessee, and the Customer hereby submits itself to the jurisdiction of said Courts and waives its rights to proceed against PYRO SHOWS in and other actions, in any other jurisdiction. For Shows that include licensed music accompaniment, Customer agrees to verify with their organization, venue, sponsor, and/or municipality, the permission to simulcast music and agrees to pay any and all fees associated with the broadcast of said music in the public environment of the Show.

- IX. **LATE PAYMENT:** PYRO SHOWS shall charge, and Customer agrees to pay, one and one-half percent (1 1/2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XIV, unless this provision is prohibited by law.
- X. **ADVERTISEMENT AND PROMOTIONS:** Customer agrees to state that fireworks display is being provided by PYRO SHOWS in all advertisements and promotions. Furthermore, Customer agrees to allow PYRO SHOWS to use sponsors name and/or logo in PYRO SHOWS list of clients and any Pyro Shows advertisements and promotions.
- XI. **COMPLAINTS:** In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show. In the event that Customer fails to register any complaint in the time and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to PYRO SHOWS hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint. Furthermore, Customer agrees that should PYRO SHOWS have to collect any amount due PYRO SHOWS hereunder which Customer claims as an offset or which is withheld by Customer on account of, or because of, a complaint not registered with PYRO SHOWS in the time and in the manner specified herein, by law or through an attorney-at-law, PYRO SHOWS shall be entitled to collect attorneys' fees in the amount of 15% of the amount owing PYRO SHOWS or the maximum amount allowed by law, whichever is greater, along with all cost of collection.
- XII. **INSURANCE:** Pyro Shows will provide General Liability Insurance and Automobile Liability in the amount of \$10,000,000.00, combined single limit, covering its activities and services in connection with the show described in this contract. Pyro Shows also agrees to include Customer as additional Insured under the terms of this coverage. Pyro Shows, Inc. will provide a Certificate of Insurance. All entities listed on the certificate will be deemed an additional Insured per this contract.
- XIII. **PAYMENT TERMS:** CITY OF LAVERGNE shall pay PYRO SHOWS **\$15,450.00** plus applicable taxes in the amount of **\$0.00** for a grand total of **\$15,450.00** according to the terms and conditions set forth for presenting the Show. **CITY OF LAVERGNE is entering into option year 3 of 3.** Customer shall submit a 50% deposit (**\$7,725.00**) upon return of signed contract by February 10, 2023. Balance will be due in the PYRO SHOWS office upon Customer's receipt of invoice.

TAXES: Customer shall be responsible for all applicable sales taxes.

IMPORTANT: Checks must be made payable to PYRO SHOWS, INC.

All the terms and conditions set forth on any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

PYRO SHOWS, INC.

BY: _____
Michael E. Walden, Vice President

DATE: _____

CUSTOMER

BY: _____ DATE: _____
Signature Printed Name Title

WARRANTY EXCLUSIONS

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No representation of affirmation of fact including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or be deemed to be, a warranty by PYRO SHOWS for any purpose, nor give rise to any liability or obligation of PYRO SHOWS whatsoever.

IN NO EVENT SHALL PYRO SHOWS BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY CLAIMED BREACH OF OBLIGATIONS HEREUNDER.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: February 2, 2023

Item Title: Ratify the Approval of a Memorandum of Understanding with Motlow State Community College for Fire Department Emergency Medical Technician Training.

Department: Fire

Presented By: Ronny Beasley

Item Attachments: 1. MOU - Motlow State CC - EMT Training

Summary:

The fire department is requesting the Board to ratify the approval of a Memorandum of Understanding with Motlow State Community College to provide Emergency Medical Technician training for eight employees.

Background Information:

Motlow State Community College will deliver 240 hours of emergency medical training to 8 La Vergne Fire and Rescue firefighters. The employee will be eligible to challenge the National Registry test upon successful completion of the class allowing them to become a State of Tennessee Emergency Medical Technician-Basic. This license is a requirement for continued employment. Due to the starting date of the training, staff requested that the MOU be signed by the Mayor so the training could proceed as planned.

Financial Summary:

The cost of the training is \$11,200 and is included in the 2022-2023 Fire Department budget for training.

Staff Recommendation:

Staff recommends approval

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

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

Program Title(s): Emergency Medical Technician

Description: Training consists of 240 hours of class time.

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

Date(s) and Time: Class Dates are January 17th, 2023 through May 5th, 2023; 8:00am-4:30pm

Location: La Vergne Fire Department

CEU'S per Participant: 24

Number of Participants: Not to exceed 24

Program Fee: \$11,200

Motlow State Community College will provide all instructional materials.

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

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

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

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

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

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

Signature of Official

Title

Date

Motlow State Community College

DocuSigned by:

Renee Austin

Signature of Official

Contracts Officer

Title

12/19/2022

Date



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: February 2, 2023

Item Title: Approve and Authorize the Police Chief to Sign the Rutherford County, Tennessee Child Protective Investigative Team (CPIT) and Child Protective Investigation Management Team (CPIMT) Interagency Agreement and Memorandum of Understanding and the Rutherford County, Tennessee CPIT Investigative Protocol Agreement.

Department: Police

Presented By: Burrel Davis

Item Attachments:

1. 2023 Rutherford County, TN Interagency Agreement and MOU
2. 2023 Rutherford County, TN Investigative Protocol Agreement

Summary:

This is a request from the Police Department to approve and authorize the Police Chief to sign an Interagency Agreement and Memorandum of Understanding between all Rutherford County agencies with the Child Protective Services Team and Management. This will also approve and authorize the Police Chief to sign the CPIT Investigative Protocol Agreement.

Background Information:

The Child Protective Investigative Team is an interagency, multidisciplinary team established to effectively identify, investigate, prosecute, and treat cases of child abuse, child sex abuse, neglect, and drug-endangered children, while reducing trauma and promoting mental health services for child victims.

Financial Summary:

No financial Impact

Staff Recommendation:

Staff recommends approval.

RUTHERFORD COUNTY, TN
CHILD PROTECTIVE INVESTIGATIVE TEAM (CPIT) AND
CHILD PROTECTIVE INVESTIGATIVE MANAGEMENT TEAM (CPIMT)
INTERAGENCY AGREEMENT AND MEMORANDUM OF UNDERSTANDING

We, the undersigned, agree to support the Rutherford County Child Protective Investigative Team (CPIT) and the Child Protective Investigative Management Team (CPIMT).

The Child Protective Investigative Team is an interagency, multidisciplinary team established to effectively identify, investigate, prosecute, and treat cases of child abuse, child sexual abuse, neglect, and drug endangered children, while reducing trauma and promoting mental health services for child victims.

We, the undersigned, agree that this comprehensive, coordinated, and collaborative approach of responding as a team to child abuse cases in Rutherford County will result in more effective intervention on behalf of children and non-offending family members.

We, the undersigned, agree that it is the intention of each agency to commit to the continuation, maintenance, and improvement of the Rutherford County Child Protective Investigative Team (CPIT) and the Rutherford County Child Protective Investigative Management Team (CPIMT).

District Attorney General Date

Chief of Police Date
Murfreesboro Police Department

Chief of Police Date
Smyrna Police Department

Chief of Police Date
La Vergne Police Department

Sheriff Rutherford County Sheriff's Office	Date
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Executive Director Volunteer Behavioral Health	Date
---	------

Team Coordinator Department of Children's Services	Date
---	------

Juvenile Court Judge	Date
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Youth Services Rutherford County, Tennessee	Date
--	------

Executive Director Our Kids Center	Date
---------------------------------------	------

Executive Director Child Advocacy Center of Rutherford County, Inc.	Date
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Rutherford County, Tennessee Child Protective Investigative Team Investigative Protocol

Mission of the Rutherford County Child Protective Investigative Team:

To investigate all allegations of child sexual abuse and serious physical abuse and neglect occurring within Rutherford County for the purpose(s) of:

- 1) Determining if abuse or neglect occurred, if the victim is capable of testifying, and if it is in the best interest of the child to prosecute;
- 2) Resolving all cases of abuse in a manner that promotes the best interest of both the child (ren) and the community; and
- 3) Holding the offender legally accountable whenever possible while minimizing the revictimization of children.

Composition and Structure of the Team:

T.C.A. 37-1-607 requires that each county has a Child Protective Team (CPIT). The Rutherford County Child Protective Investigative Team shall be composed of representatives of the following agencies:

- Department of Children's Services (DCS)
- District Attorney's Office, 16th Judicial District
- Murfreesboro Police Department
- Smyrna Police Department
- La Vergne Police Department
- Rutherford County Sheriff's Department
- Middle Tennessee State University Police Department (*optional)
- Child Advocacy Center of Rutherford County (CAC)
- Juvenile Court Youth Services
- Mental Health professionals (*optional)
- Medical professionals (*optional)

*Optional members are those not required by statute but which are allowable and may be included when available and in the best interest of the team's mission.

In addition, on an "as needed basis," the team may be expanded to include other professionals as necessary to augment the team's mission on a case-by-case basis at the discretion of the District Attorney's Office.

Leadership of the Team:

The team shall be chaired and facilitated by the District Attorney General for the 16th Judicial District and his or her designee.

Information Sharing:

T.C.A. 37-1-612 provides for protection of team members with regards to sharing information regarding reports of child sexual abuse. Information and evidence collected about allegations of child sexual abuse and severe physical abuse occurring in Rutherford County will be freely shared among team members. Tennessee Code Annotated (TCA) specifies written

confidentiality policies and procedures for multidisciplinary teams. Team members will abide by those policies and procedures. It is fully understood that if a criminal charge is brought, Tennessee Rules of Criminal Procedure 16 shall govern sharing of recordings, written reports, and other materials.

Receiving the Report:

T.C.A. 37-1-406 (1) and T.C.A. 37-1-606 make it the duty of the Department of Children's Services to be available 24 hours a day to receive reports of child maltreatment and authorizes DCS to make an immediate determination of the safety of the child. It is anticipated that the majority of the reports of child abuse will be made to the Department of Children's Services or a law enforcement agency. Further investigations will be conducted in accordance with the established protocols and the applicable law.

Definition of Cases Referred to the Team:

All cases which fall under statutory requirements for CPIT team investigation, which are received by DCS or a law enforcement agency that involve allegations of child sexual abuse as defined by T.C.A. 37-1-602 and all allegations of physical abuse by a parent, relative, guardian, or other person shall be referred to the team for investigation. The team will also investigate those cases involving neglect of a child that have resulted in actual, deleterious effect or harm upon the child's health and welfare.

Notification to the Child Advocacy Center:

Department of Children's Services will provide the Child Advocacy Center with all child sexual abuse and severe physical abuse referrals that the Department receives. The CAC will be responsible for tracking the child abuse referrals through NCATrak. This is a computerized case tracking system that is linked to Department of Children's Services Central Intake.

Notification of the Team:

Pursuant to T.C.A. 37-1-606 (a), all cases as defined above shall be referred to the team by the receiving agency. Any team member who receives such report meeting the definition above shall advise appropriate DCS, law enforcement, and CAC representatives, and as soon as practical the District Attorney's Office.

Convening the Team:

Pursuant to T.C.A. 37-1-606 (a), the investigation by the appropriate CPIT team members will commence within 24 hours of the receipt of the referral.

Investigative Planning:

To the extent practical, the investigating law enforcement investigator and DCS caseworker shall confer prior to initiating the first contact in the investigation to discuss the strategy to be followed. In cases of child homicide, children admitted to the hospital for treatment of abuse related injuries, any multi-victim or multi-offender child sexual abuse cases, and all allegations of penetrating sexual assaults of children under the age of 18, the planning discussion shall include if possible a prosecutor from the District Attorney's Office. The investigators should determine if team agencies have relevant background information on the child, family, and alleged perpetrator. The investigators shall confer with a prosecutor from the District

Attorney's Office involved throughout the investigation to modify and further develop their plan.

Forensic Interviews:

The DCS caseworker shall make use of the CAC forensic interviewer or another trained forensic interviewer when available to conduct forensic interviews of children in cases of child sexual abuse and/or serious physical abuse. The DCS caseworker shall observe and other CPIT Team members may observe the forensic interviews. Children should be interviewed at the Child Advocacy Center whenever practical. In all cases where a non-offending parent or caretaker transports the child, they should be directed to meet the investigators at the CAC when practical and in the best interest of the child.

In cases where the report comes from a third party, the investigators in the planning discussion must consider the advantages and disadvantages of contacting the caretaker and asking them to transport the child to the CAC. If the advantages of the CAC setting and observation capacity outweigh the potential for inadvertent or intentional influence of the child, then the caretaker should be contacted and asked to bring the child to the CAC. If the concern about inadvertent or intentional influence is great, it may be necessary to initially interview the child at a location in the community.

When interviewing children in locations other than the CAC, efforts should be made when practical to interview the child in the safest neutral location available that offers real and perceived privacy, is not overly stimulating, and downplays the perceived "power" of any alleged perpetrator. Schools often offer such settings, but steps must be taken to secure the cooperation of school officials. Interviewers going to a school should try to keep a low profile and try not to draw attention to their presence or to that of the child to be interviewed.

Any subsequent interview should be conducted at the CAC. The CAC shall be the preferred and usual site for interviewing children unless the benefit of a "scheduled" interview at the CAC is outweighed in favor of a "spontaneous" interview at another location.

Interview Methodology

Forensic Interviewers will be trained and utilize the forensic interview model recognized by either the National Children's Advocacy Center Forensic Interviewer Training (Huntsville, AL) and/or CornerHouse Forensic Interviewer Training (Minneapolis, MN).

Introduction of Evidence

The forensic interviewer will introduce evidence during the forensic interview as needed when agreed upon with the CPIT team members present for the interview.

Use of Interpreters

The Department of Children's Services will arrange for an interpreter when the child does not speak English.

Use of Aids

The forensic interviewer may allow the use of aids such as, paper, markers, play-doh. The forensic interviewer may use body drawings. The forensic interviewer may use the anatomical

dolls after a child's verbal disclosure to allow a child to "show" rather than "tell" details which may be verbally challenging.

Non Forensic Interviews:

When a forensic interviewer does not perform the initial interview, a representative of the CPIT team acting in accordance with the individual investigative plan should perform the interview. One team interviewer may conduct the interview; however the results of the interview should be shared with their partner and other team members. Other team members may observe the interview. If this is done, the interviewer should take a break before concluding the interview to ask appropriate observers about other lines of inquiry or strategies for gathering facts. If the team determines it appropriate, a joint law enforcement/CPS interview may be conducted. In this case, a decision must be made before initiating the interview regarding who will take the lead. That person should then conduct the interview and at an appropriate point pass the lead to the other interviewer.

If, due to the receipt of an emergency after hours to DCS or law enforcement, a non-team member must talk with the child, they should limit their inquiry to basic information needed to stabilize the situation.

Documentation of Child Interviews:

The details of each interview shall be documented in writing as soon as practical by the child interviewer or an observer. The summary of the contact must include the date of the interview, time, who was present, and what transpired. This statement should document the details of the disclosure made. The interviewer shall refrain from recording feelings, impressions, or judgments as to the veracity of the allegations. All written statements or artwork produced by the child during the interview shall be labeled as to the name of the child, date, time, and retained as a part of their investigative file. Visible injuries should be documented by drawings, accompanied by a narrative and photographs. If possible, photographs should be made at different intervals to record the severity and changes in the injuries during the healing process.

Interviews will be electronically recorded whenever possible. Video and audio electronically stored data made with the CAC's recording equipment will be provided to DCS, law enforcement, and the DA's Office. It is fully understood that if a criminal charge is brought, Tennessee Rule of Criminal Procedure 16 shall govern the sharing of electronically recorded data.

Extended Assessments:

When the forensic interview does not yield sufficient information necessary for decisions related to protective services or prosecution, children may be referred for an extended assessment. An extended assessment is appropriate when:

- 1) The child does not disclose abuse to the forensic interviewer or investigators, but exhibits behaviors or other indicators suggestive of victimization;
- 2) The extent or nature of the abuse is not believed to have been disclosed by the child during the initial investigative interview by the forensic interviewer, law enforcement, or DCS; or

- 3) When the information gathered in the initial investigative interview needs further clarification.

The purpose of the extended assessment is:

- 1) To gather information to help determine the likelihood of whether or not the child has been abused, and to identify suspected perpetrators;
- 2) To gather forensically sound facts necessary for child protection and law enforcement officials to understand what, if anything, has happened;
- 3) To allow the child to disclose over time in a non-threatening environment and to assess the extent and nature of the alleged abuse; and
- 4) To gather information regarding the child's social and behavioral functioning in order to make treatment recommendations.

Forensic Medical Exams:

Properly trained professionals should perform exams in safe, neutral environment. When at all possible, sexual abuse exams should be scheduled at the Our Kids Center where staff specializes in sexual assault exams. Our Kids staff is available 24 hours a day through the Emergency Department at Nashville General Hospital at Meharry. Children in need of evaluation under anesthesia are seen at the Vanderbilt Children's Hospital. A medical evaluation serves as an opportunity to assess for injury, disease, treatment, and the well-being of the child, as well as for the collection of forensic evidence. The exam also provides the child with reassurances that their body is normal. Documentation as well as collection and preservation of evidence are critical. A detailed written report should always be provided by the medical professional that performs the exam. Our Kids Center utilizes NCATrak as another means of documenting and tracking cases.

1. A medical evaluation at Our Kids Center is recommended under the following circumstances:
 - A. Children who report pain or bleeding associated with sexual contact.
 - B. Children who describe penetration associated with sexual contact.
 - C. Children who report sexual contact that exposes them to sexually transmitted diseases.
 - D. Children who report contact that may result in the deposit of biological evidence on their body.
 - E. Children who are reported to have injury from sexual contact.
 - F. Children who are nonverbal and it is believed that they have been sexually abused.
2. Investigators are encouraged to consult with Our Kids regarding allegations of sexual abuse that involve children under the age of five.
3. Investigators are encouraged to consult with Our Kids staff at any time to determine whether a situation warrants a medical evaluation.
4. In regards to severe physical abuse, documentation is critical. Local pediatricians, St. Thomas Rutherford, and Stonecrest Medical Center should be encouraged to refer severe physical abuse cases to Vanderbilt Children's Hospital for an assessment by their abuse team.

5. For children seen in the Emergency Department of Middle Tennessee Medical Center and Stonecrest Medical Center following an acute assault, standard procedure for sexual assault kit collection and preserving the chain of custody for evidence will be followed.
6. Multiple exams should be avoided. Our Kids Center will continue to work on establishing and maintaining working relationships with area physicians and hospitals regarding consultation and referral. Area health care providers routinely refer patients to Our Kids Center.

Crime Scene Investigations:

Crime scene investigations shall be done in accordance with the policies and procedures established by the investigating law enforcement agency with the goal of preserving and collecting all evidence. In all cases of suspected child homicide an autopsy shall be requested.

Interviewing Witnesses:

The investigators shall identify during their initial and on-going planning any children or adults who may have information or evidence that supports or refutes the allegation. As soon as practical, potential witnesses should be interviewed at a time and location selected by the investigators consistent with their investigative planning. Whenever practical, these witnesses should attest to their statements by completing or signing a written statement or being electronically recorded.

Interviewing Non-Offending Parents/Caregivers:

The investigators shall interview the non-offending parent/caregivers to determine if they have any information concerning the allegations, their explanations for reported events, any information they possess that supports or refutes the allegation, their capacity and willingness to act in a protective manner during the investigation, their willingness to support the child through the investigation, and their long term capacity and willingness to be protective. The investigators must screen non-offending parents/caregivers for risk of domestic violence and how much such violence affects the non-offending parent/caregivers' capacity to protect the child. Whenever practical, these witnesses should attest to their statements by completing or signing a written statement or being electronically recorded. Whenever practical, the non-offending parent/caregiver should be interviewed at the CAC at or near the time of the forensic interview with the child.

Victim Advocacy:

Members of the investigative team will refer cases to the CAC in order to give added support to the child and family.

Interviewing Suspects:

The investigative team shall select the most appropriate time and location to interview the suspect. "Suspect" is defined as the individual who is the subject of the criminal investigation. In no case will the adult suspect be interviewed at the CAC or given the location of the CAC. Juvenile suspects, who are believed to have also been a victim of child sexual abuse, may be interviewed at the CAC. Law enforcement shall conduct the suspect interviews unless the

child's immediate protection dictates otherwise. This interview should be conducted as soon as possible. In the event the suspect has not been interviewed within 60 days of the referral, the head of the appropriate law enforcement agency shall be contacted by DCS.

Prior to this interview, the law enforcement officer should meet with his/her DCS partner. The investigators should consult with the District Attorney's Office for guidance when practical. In the event the suspect is arrested prior to this interview being conducted, the investigators shall take all necessary steps to receive notification from the jail and shall if possible conduct an interview there.

The interview should assess the likelihood the suspect engaged in the acts and whether the suspect represents a substantial risk to the child or others. If imminent risk exists and the suspect has not made bail, then the officer should apply to the judicial commissioner for appropriate bond conditions or restrictions. In the event the suspect has made bail, risk information should be forwarded to the District Attorney's Office as soon as practical after the interview so that the appropriate steps can be taken with respect to the suspect's bail.

CPIT Team Meetings:

Meetings of the entire CPIT Team will be held once per month and will include the DCS caseworkers assigned to the cases being presented, law enforcement officers investigating the cases presented, the CAC Director or their staff designee, a prosecutor with the District Attorney's Office, and any other members designated as optional. The purpose of the CPIT Team meeting shall be to share all information regarding cases in order to determine roles and responsibilities, to prevent duplication of services, to ensure that all cases are responded to promptly, to protect the child, to preserve evidence for any future prosecution, and to discuss and share information regarding the status of the investigation.

At this time, it will be decided what other steps need to be taken to complete the investigation and who is responsible for completing these steps. Appropriate DCS guidelines will be observed for investigation and classification of cases for the purposes of that agency. The CAC will notify CPIT team members of the meeting agenda.

At the monthly CPIT meetings, CPIT members will:

1. Assess new referrals/investigations.
2. Discuss ongoing investigations to determine further actions of the CPIT team.
3. Discuss classification of cases investigated.
4. Determine prosecution referral of cases classified.
5. Discuss ongoing safety and treatment of the child victims.
6. Determine satisfactory completion of the investigations and resolutions of the cases.

The CPIT Team meeting agenda shall be prepared in writing by the Child Advocacy Center and distributed to the team. The agenda shall identify:

1. Cases to be reviewed.
2. The names of the DCS CPS investigator, law enforcement officer, interviewer, and the location of the interview.

Members responsible for presenting cases (and/or supervisors) shall attend the meeting unless prevented by personal or professional emergency, vacation, or mandatory court appearances

which conflict with the meeting. The District Attorney or his designee shall chair the CPIT team meetings.

Information about allegations and evidence relating to investigations will be freely shared among the members within the guidelines of the law; but client information will be guarded and treated with the strictest confidentiality by all CPIT team members in so far as it relates to sources that are not CPIT team members or professionally associated with the CPIT team members. T.C.A., Section 37-1-612 states, “all records generated shall be confidential and exempt from other provisions of the law, and shall not be disclosed except as specifically authorized by provisions of this part and part 4 of this chapter.

CPIT Management Team:

The CPIT Management Team shall be comprised of the supervisors from the team agencies and disciplines. The CPIT Management Team shall meet quarterly. The Team will review the protocol annually and address issues as they arise. Members of the CPIT Management Team may contact each other as individual issues arise with cases.

Child Protection:

One goal of the team is to gather enough information to ensure protection of the child. All efforts will be made to protect the child and meet the child’s needs in the most familiar environment feasible. If the suspect resides in the home with the child, efforts will be made to remove the suspect from the home rather than removing the child from the home. If placement is needed, DCS shall assume responsibility to determine the appropriate alternative.

Therapy:

Each child whom the team determines to have been abused will be evaluated by DCS to determine if they need therapy or other services to address the effect of the abuse. Referrals for therapy may be made by DCS to any agency determined to be able to best serve the child’s needs. The CAC can assist with providing crisis intervention counseling and referrals to the family.

Law Enforcement/Prosecution:

At the monthly CPIT team meetings, the team shall discuss the appropriateness of prosecuting those suspected of abusing children. The cases shall be presented to the District Attorney General who will be responsible for prosecuting all cases brought in general sessions or circuit court and selected cases in juvenile court. Among the factors to be considered in prosecution decisions are the quantity and quality of evidence substantiating the abuse; any evidence suggesting that no abuse occurred; the child’s ability to participate in the criminal court process without undue trauma; the safety of the child victim, other children and the community; and the feasibility of alternative options for handling the disposition consistent with the best interest of the child, the family, the community, and the best interest of the justice system. Prior to disposing of a case, team members will be consulted when practical. The final decision making authority concerning prosecution rests with the District Attorney General.

Victim Support:

The CAC shall offer support to the child and the non-offending parent/caretaker and provide referrals to community resources and support through the investigative and court process.

Case Tracking:

The CAC will track cases utilizing the NCA Trak case tracking system developed by the National Children's Alliance. CPIT team members can request to have their office computers certified by the CAC for the NCA Trak system to be available to them.

Upon request, CPIT team members shall be informed by written notice of the criminal case dispositions by the District Attorney's Office.

Review of the Investigative Protocol:

The CPIT Investigative Protocol will be reviewed by the CPIT Management Team annually, and any proposed changes will be submitted to the CPIT Management Team for review and approval.

Duties of CPIT Team Members:**Department of Children's Services:**

- Receive child abuse reports.
- Notify the law enforcement, Child Advocacy Center, District Attorney's Office, and Juvenile Court of all referrals.
- Assess the child's safety.
- Coordinate interviews with the Child Advocacy Center and the law enforcement officer.
- Interview perpetrators within 60 days by law enforcement with DCS.
- Consult with the DCS attorney regarding removal of children.
- Schedule medical and psychological exams as needed.
- Review previous DCS records.
- Refer the child/family for treatment and/or casework services.
- Consult with the DCS attorney in regards to the safety of children.
- When there is no criminal prosecution, the DVD of the forensic interview is the property of the Rutherford County Department of Children's Services.

Law Enforcement:

- Observe and/or participate in victim interviews.
- Interview perpetrators, within 60 days when possible.
- Interview witnesses.
- Initiate search warrants.
- Confer with the District Attorney's Office for direction of the investigation.
- Testify before the Grand Jury and assist with discovery and prosecution.
- Take possession of the original copy of the electronically recorded data of the forensic interview.

District Attorney:

- Provide legal advice to law enforcement.
- Determine whether charges should be brought.
- Assist with search warrants.
- Draft indictments.
- Participate in court preparations and interviews.

- Represent the State of Tennessee in all criminal trials
- Consult with the victim, victim's family, law enforcement, and the Department of Children's Services regarding settlement of a case.
- Perform any other duties or responsibilities dictated by statute including discussions.
- When there is a criminal prosecution, the DVD of the forensic interview is the property of the District Attorney's Office for the 16th Judicial District.

Guidance Center:

- Provide specialized mental health services to child abuse and child sexual abuse victims and their non-offending parents/caregivers.

Forensic Interviewer:

- Schedule forensic interviews.
- Provide legally sound, non-duplicative, non-leading, and neutral forensic interviews.
- Allow team members to observe forensic interviews.
- Provide an opportunity for the DCS investigator and the law enforcement officer to communicate to him/her during the interview process.
- Electronically record the forensic interview whenever possible.
- Prepare a forensic interview report for CPIT team meetings.
- Distribute copies of the forensic interview report to DCS, the District Attorney's Office and the law enforcement officer.
- Testify in court when subpoenaed.

Child Advocacy Center

- Provide a comfortable, private, child-friendly setting that is physically and psychologically safe for diverse populations of children and families.
- Provide a facility that allows for forensic interviews to be observed by team members while the interview is taking place.
- Provide a Board of Directors that is the legal entity responsible for the program and fiscal operations that has established and basic sound administrative practices.
- Promote policies, practices and procedures that are culturally competent.
- Promote forensic interviews which are legally sound, are of a neutral, fact finding nature, and are coordinated to avoid duplication of interviewing.
- Provide specialized training for the Child Advocacy Center forensic interviewer.
- Provide victim advocacy to children and non-offending parents/caregivers throughout the investigation and the prosecution.
- Maintain the NCA Trak case tracking system.
- Coordinate CPIT Team meetings.
- Coordinate CPIT Management Team Meetings.

**Rutherford County, Tennessee
Child Protective Investigative Team
Investigative Protocol
Signatures of Agreement**

District Attorney General
for the 16th Judicial District

Date

Chief of Police
Murfreesboro Police Department

Date

Chief of Police
Smyrna Police Department

Date

Chief of Police
La Vergne Police Department

Date

Sheriff
Rutherford County Sheriff's Office

Date

Team Coordinator
Department of Children's Services

Date

Executive Director
Our Kids Center

Date

Vice President of Community Outreach
Volunteer Behavioral Health

Date

Juvenile Court Judge
Rutherford County, Tennessee

Date

Youth Services
Rutherford County, Tennessee

Date

Executive Director
Child Advocacy Center of Rutherford County, Inc.

Date



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: February 2, 2023

Item Title: Approve Paving Improvements to the Front Parking Lot at Veterans Memorial Park.

Department: Parks & Recreation

Presented By: David McGowen

Item Attachments:

1. Proposal - Parking Lot Paving
2. Proposal - Parking Lot Striping
3. Quote - Walking Trail Paving

Summary:

This is a request to approve paving improvements to the front parking lot at Veterans Memorial Park instead of renovating the walking trail as budgeted for fiscal year 2022-2023.

Background Information:

This year's Parks Capital Fund includes \$100,000 to renovate the walking trail at Veteran's Memorial Park. One initial quote was close to \$250,000 with a second quote over \$130,000.00. We request approval to have those approved funds go to renovating the front parking lot at Veteran's Memorial Park and address the renovations to the walking trail in the next fiscal year. The walking trail renovations will have to be bid out. We could move forward with the parking lot renovations with the city's contracted paving provider.

Financial Summary:

We have received quotes for paving (\$105,565) and striping (\$6,575) the front parking lot for a total cost of \$112,140. A total of \$100,000 was budgeted for the walking trail in the Parks Capital Fund. The remaining balance for the parking lot improvements will require a budget amendment.

Staff Recommendation:

Staff recommends approval.

PROPOSAL



P.O. Box 292 · 6013 Highway 64 E
Wartrace, TN 37183
(931) 389-9671

Organization: City of Lavergne Proposal Submitted: Andrew Stophel Phone: 615-971-4044 Date: 1/10/23
Street: _____ Job Name: Baseball Lot- COL
City, State and Zip Code: _____ Job Location: LaVergne
Estimator: Nolen Spencer Date of Plans: No Plans TDOT
BBMI \$671.36

We agree to furnish all Labor, Equipment and Materials to complete the following work:

ASPHALT PAVEMENT

Asphalt Overlay: (Mill Tie-Ins)

- Mill Tie-Ins (**200 sq yds**) @ \$11.50 per SY
- Clean existing asphalt
- Apply SS1H tack coat if needed
- Lay an average of **1.25"** of asphalt topping and compact (**11,296 sq yds**) (**1,087 tons**) @ \$95.00 per on
■ Cost ----- **\$105,565.00**

NOTE:

- Price includes some leveling mix.
- Price is based on the original contract TDOT BBMI. Increase at the time of this quote would be \$9,797.19 based on the current index.
- No Striping included in quote
- No grade staking or blue topping included in price
- No prep of existing rock is included in this quote.
- No base stone is included in this quote.
- If there is an overrun of materials due to circumstances beyond Hawkins Asphalt Paving, LLC control unit prices will be added for any amount of overrun used (Improper grades, additional areas, build areas up, etc.)
- No landscaping, seeding, or sodding included in quote(s)
- No clean up from another contractor's work is included in quote(s)
- Hawkins Asphalt is not liable for damages due to construction traffic
- No signs included in quote(s)

- Due to the flat grades on this project, small water pockets may be visible
- Hawkins Asphalt Paving, LLC is not responsible for damages to new asphalt pavement which may result from settlement of poor sub grade conditions due to sub grade being prepared by another contractor (or if utility trenches under asphalt pavement are not backfilled and compacted properly)
- Areas where asphalt must be worked by hand versus mechanical equipment may have a different textured surface
- Hawkins Asphalt Paving, LLC is not responsible for any form of the following: asphalt cracking, water pockets, erosion control, or drainage problems
- Hawkins Asphalt Paving, LLC is not responsible for any form of asphalt settlement, underground utility damage, or vegetation growth
- Quote does not include any work that is not specifically stated in this proposal
- The above prices are based upon monthly TDOT BBMI prices. If the bituminous material index increases or decreases 5% more or less Hawkins asphalt will adjust accordingly, we also reserve the right to review and amend the base bid to recover any fuel or materials product increases over 10% from original base bid

If accepted, please sign and return the original copy for scheduling

Payment is due upon job completion. Failure to pay **promptly** will result in interest charges accrued at the rate of 1.5% for each thirty days or portion thereof that bill remains unpaid beginning no later than ten days following completion of job.

All material is guaranteed to be as specified for a period of one (1) year from the original date of completion. All work to be completed in a work-man like manner according to standard practices. Any alteration or deviation from above specifications involving extra cost (mass rock excavation, consequential damages resulting from underground utilities, excavation of unsuitable sub-grade material, underground aquifers, etc) will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by the Workmen's Compensation Insurance.

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above. In the event that default is made in payment of the amount due to Hawkins Asphalt Paving, LLC pursuant to this agreement, I agree to pay all costs of collections, including attorney's fees reasonably incurred, which in no event shall be less than 35% of the amount due. Any action, suit, or proceeding at law or in equity shall not be had or maintained under this contract unless same be commenced within one year from date of substantial completion of this job.

Date of Acceptance: _____ Signature: _____



935 3rd Ave South
Nashville, TN 37210
Phone: 615-255-8614
Fax 615-242-5404

PROPOSAL

Proposal created for: CITY OF LAVERGNE/PARKS & REC ATTN: ANDREW STOPHELE		Job Name: VETERANS MEMORIAL PARK (FRONT LOT)	
Address 294 SAM HILL RD		Job address: 115 FLOYD MAYFIELD DR	
City, State Zip LA VERGNE, TN 37086		City, State Zip: LA VERNGE, TN 37086	
Phone 615-971-4086	Fax	Email: astophel@laverngetn.gov	Date: 1-13-23

The following price is to layout and paint parking area as was prior to asphalt overlay.

LAYOUT AND PAINT	\$6,245.00
RE-STRIPE CONCRETE AREA	<u>\$330.00</u>
	\$6,575.00

One (1) mobilization included extras will be \$500.00 each

We hereby propose to furnish material and labor in accordance to the above specifications, for the sum of: \$

Payment to be made as follows:

Net Upon Completion 10 Days

Acceptance of Proposal – The above specifications, prices and conditions are acceptable. I hereby authorize all work as specified. Payment to be remitted as outlined above.

Proposal valid for

30

days.

Authorized Signature

Mark Nelsen, Estimator

Date

1-13-23

Date of Acceptance _____ Signature _____



KEEPING NASHVILLE CONNECTED SINCE 1931

PROJECT: Veterans' Memorial Park Walking Trail
115 Floyd Mayfield Drive
LaVergne, TN

Bid Date: November 14, 2022

PAGE 1 OF 1

BID ITEMS:

- | | |
|--|-----------------------------|
| 1. Asphalt Patching – Removal of 4” of Material and Placement of 4” of PG64-22 B-M2:
1,500 SY @ \$60.00 per SY =..... | \$ 90,000.00 |
| 2. Asphalt Paving – 2” Topping – Either (1) 2” overlay or ¾” Scratch & 1 ¼” Overlay:
7,055 SY @ \$22.50 per SY =..... | \$ 158,737.50 |
| TOTAL AMOUNT (LUMP SUM) =..... | <u>\$ 248,737.50</u> |

NOTES:

1. Areas to be patched are shown in Blue in Figure 1.
2. Areas to be paved are shown in Blue and in Red in Figure 1.
3. Pricing does not include any drainage or culvert repairs or utility work.
4. Pricing does not include any excavation below 4” in depth.
5. Pricing does not include any concrete work.
6. Pricing does NOT include any work in the parking lots.
7. Testing, permits, and initial layout by others.
8. Price subject to change after 30 days from today’s date without written acceptance of this proposal.
9. If any item is not specifically listed above, it is not included in the pricing. Please call with any questions.
10. SPC’s License # 6962- BC; CE-A; CE-B; HC-D; HRA; MU - Exp. 1/31/24 – Unlimited.



Figure 1: Walking Trail Map

Sessions Paving Company
P.O. Box 90266
Nashville, TN 37209
Phone: (615)356-0600

Davis Duncan
Estimator
dduncan@sessionspaving.com

Accepted (Sign): _____

Date: _____

By (Print): _____

Title: _____

PAYMENT DUE WITHIN 60 DAYS OF OUR INVOICE. THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 30 DAYS.

All material are guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practice. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. Owner agrees to pay all costs of collection including court costs and attorney fees. Any overdue balances will be charged at a rate of interest of 1.5 % per month.

Sessions Paving Company
P.O. Box 90266
Nashville, TN 37209

Phone: 615.356.0600
Fax: 615.356.1970
Page 1 of 1



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: February 2, 2023

Item Title: Approve Agreement with the Tennessee Department of Health.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. Agreement - TN Dept. of Health - FY 22-23

Summary:

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

Background Information:

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 2022-2023.

Financial Summary:

The total cost of this agreement is \$4,000, which is budgeted.

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, 2022, between the Tennessee Department of Health, hereinafter referred to as the STATE and the CITY OF LA VERGNE, 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 appropriations 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 CITY 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 deposits and local expenditures to the STATE quarterly.
5. To submit to the STATE a duly signed and executed CITY agreement.

B. THE STATE AGREES:

1. To provide a total of \$2,908,577 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, 2022, and shall extend through June 30, 2023.
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



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: February 2, 2023

Item Title:	Approve Strategic Planning Retreat to be Held March 8-10, 2023.
Department:	Legislative
Presented By:	Jason Cole
Item Attachments:	None

Summary:

This is an item requesting the board to approve the plans for our Strategic Planning Retreat in March.

Background Information:

The Strategic Planning Retreat has been scheduled for March 8-10, 2023. In recent years, our Planning Retreat has gone from doing strategic planning to basically just having a pre-budget workshop. This year, we have planned to have an actual strategic planning event. We need to review and update (if necessary) our Mission Statement and Vision Statements to make sure that they are still an accurate representation of the city's outlook. We need to set some goals for the next 5-10 years and work on a plan to meet those goals. We also need to do some teambuilding between the board members and the city department heads to help us all work together in achieving those goals.

In order to be more productive, we plan to meet offsite to help minimize distractions and help us be more focused on the tasks at hand. We plan to hold the retreat at the Landmark Lodge in Pigeon Forge, TN. We estimate the total cost to be around \$12,000. This should cover the costs for travel, lodging, food, materials and sessions that are still being planned by city staff.

We obviously want all of the Board members to attend along with the City Department Heads. If we all work together, we can make this city better for our residents - which is our ultimate goal.

This is still considered to be an event that falls under the Tennessee Open Meetings Act. It will need to be advertised and if any residents or news media want to attend the sessions, they can do so.

Financial Summary:

Estimated cost is \$12,000.

Staff Recommendation:

Staff recommends approval.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: February 2, 2023

Item Title: Approve Contract for Repairs at the Front Concession Stand at Veteran's Memorial Park.

Department: Parks & Recreation

Presented By: David McGowen

Item Attachments: 1. Contract-Estimate

Summary:

This is a request to approve a Contract for Repairs for the front concession stand at Veteran's Memorial Park that was damaged due to the extreme cold temperatures around Christmas, causing pipes inside the building to burst.

Background Information:

Due to the extreme cold temperatures in December, some pipes burst in this concession stand, causing a lot of ceiling, wall and other damage to the building.

Staff tried to obtain multiple quotes to make these repairs, but was only able to get one quote from R. Warren Construction. An insurance claim has been filed with our carrier and an adjuster has visited the site to view the damage. The pipes have already been repaired by our maintenance crews. Work has already begun on the repairs because the ball leagues will be starting soon and the work needs to be completed as soon as possible.

Financial Summary:

The cost of the repairs is estimated to be \$24,031.00. Insurance should reimburse the city for this amount minus the deductible that must be paid.

Staff Recommendation:

Staff recommends approval.

**CONTRACT BETWEEN
CITY OF LAVERGNE
AND
R. WARREN CONSTRUCTION CO., INC.**

This Contract is entered into on this ____ day of _____, 20__, by and between The City of LaVergne, a Tennessee Municipal Corporation, its officers, agents, employees and assigns (collectively, the, "City") and R. Warren Construction Co., Inc, its owners, officers, agents, employees and assigns (collectively, the, "Contractor"). This Contract consists of this document and Exhibit A which is attached hereto and incorporated herein by reference. To the extent there are any differences or conflicting terms between the provisions of this document and the provisions of Exhibit A, the provisions of this document shall control. Therefore, notwithstanding any provision set forth in Exhibit A to the contrary, the parties hereto agree as follows:

1. **Purpose.**

The purpose of this Contract is as described in Exhibit A.

2. **Term.**

The term of this Contract is as described in Exhibit A. However, notwithstanding Exhibit A, in no event shall the term of this Contract last more than five (5) years.

3. **Compensation.**

Upon completion of the work and services described in Exhibit A in a manner satisfactory to City, City shall pay Contractor \$24,031.20

4. **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 this Contract. Such termination shall not relieve Contractor of any liability to City for damages sustained by virtue of any breach by Contractor.

5. **Termination – Funding.**

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

6. **Termination – Notice.**

City may terminate this Contract at any time upon sixty (60) days written notice to Contractor.

7. **Compliance with Laws.**

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

8. **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 LaVergne
LaVergne City Hall
5093 Murfreesboro Road
LaVergne, TN 37086**

Notices to Contractor shall be mailed or hand delivered to:

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:

9. **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.

10. **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.

11. **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.

12. **Modification of Contract/Change Orders.**

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

Any change orders must be approved by the City and fully executed by both parties prior to the modified work being authorized.

13. **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.

14. **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.

15. **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.

16. **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.

17. **Insurance.**

During the term of this Contract, Contractor shall maintain liability insurance with limits of not less than \$2,000,000, as well as automotive and workman's compensation 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.

18. **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.

19. **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.

20. **Indemnification and Hold Harmless.**

Contractor shall indemnify and hold harmless the City, its officers, agents and employees from: 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, 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.

Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, hold harmless or defend the Contractor or any third party.

21. **Attorney Fees.**

The City will not be responsible for, nor will it pay, Contractor's attorney's fees or costs in connection with any action between the parties arising from this Contract.

22. **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 LAVERGNE, LAVERGNE CITY HALL, 5093 MURFREESBORO ROAD, LAVERGNE, TN 37086.

23. 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.

24. 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 the statute(s) of limitations within which the City must file a cause of action arising from this Contract.

Any provision set forth in Exhibit A -- including, without limitation, any provision regarding confidentiality -- shall only be binding to the extent permitted by Tennessee law.

25. Venue.

Any action between the parties arising from this Contract shall be maintained in the courts of Rutherford County, Tennessee.

26. 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.

27. 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 representative(s) of the City and has been filed in the office of the City's Recorder. When it has been so signed and filed, this Contract shall be effective as of the date first written above.

Signature Page:

**THE CITY OF LAVERGNE,
TENNESSEE:**

BY:_____

Its:

Attest:

City Recorder

CONTRACTOR:

BY: _____

Title: _____

**Sworn to and subscribed to before me, a
Notary Public, this _____ day of
_____, 20____, by
_____,
the _____ of
Contractor and duly authorized to execute
this instrument on Contractor's behalf.**

Notary Public

My Commission Expires: _____

EXHIBIT A



R. Warren Construction Co., Inc.

Disaster Restoration Specialists

150 Mitchell Ave.; Smyrna, TN 37167

Office # (615) 355-0353/Fax # (615) 459-4445

CONTRACT FOR REPAIRS

Job Name & Location:

CITY OF LA VERGNE

Veterans Memorial Park

115 Floyd Mayfield Dr

La Vergne, TN 37086

I, _____, (owner or authorized agent) for the property located at **115 FLOYD MAYFIELD DR.; LA VERGNE, TN 37086** hereby enter into contract with **R. Warren Construction Co.** to commence & complete repairs to the above-mentioned property as outlined in the provided repairs estimate in the amount of **\$24,031.20 (TWENTY FOUR THOUSAND THIRTY ONE DOLLARS AND .20/100)**. I have been provided a copy of the estimate and understand that any additions to the estimate approved will be added in full to the total of the above mentioned amount. Any approved deviations in scope of repairs during the repairs process that are not included in the contract amount, may result in additional charges/credits that will be processed in the form of a **Change Order** to be considered in addendum to the original contract amount. While the provided estimate is to be considered complete for purposes of this contract, I also understand that during the course of repairs it may become necessary to make additional repairs/upgrades/changes that could result in additional charges and/or credits that will be reflected in the final billing.

The terms of this contract are as follows:

Payment due in full at completion unless otherwise noted

I reserve the right to inspect any & all repairs completed by **R. Warren Construction Co.** prior to signing afore mentioned **Certificate of Satisfaction** signifying repairs completion within thirty (30) days of last scheduled workday at the above mentioned property. I understand that should I fail to contact **R. Warren Construction Co.** and/or acknowledge repairs completion within thirty (30) days of last scheduled work date, repairs will be considered to be final & I will be billed for the balance of contracted amount.

SIGNATURE OF HOMEOWNER

PRINTED NAME & TITLE

DATE

SIGNATURE OF R. WARREN CONSTRUCTION REP

PRINTED NAME & TITLE

DATE

***Certificate of Satisfaction** to be considered final acceptance of all repairs.

****R. Warren Construction Co.** reserves the right to pursue collections by all lawful means necessary. Customer will also be responsible for any legal or collections fees incurred as a result of non-payment.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 1610 S Church Street Suite A Murfreesboro, TN 37130		CONTACT NAME: Ami Gardner PHONE (A/C, No, Ext): 615-869-148 FAX (A/C, No): 866-597-2133 E-MAIL ADDRESS: Ami.Gardner@MarshMMA.com	
		INSURER(S) AFFORDING COVERAGE INSURER A: Capitol Specialty Insurance Corporation	NAIC # 10328
INSURED R. Warren Construction Co., Inc. 150 Mitchell Ave, Ste #1 Smyrna, TN 37167		INSURER B: Accident Fund General Insurance Co. INSURER C: The Cincinnati Insurance Company INSURER D: INSURER E: INSURER F:	12304 10677

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ BI/PD Ded:10000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:		EV2022001902	01/01/2023	01/01/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		EBA0173596	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$10000		EX2022002002	01/01/2023	01/01/2024	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	AFWCP100075328	01/01/2023	01/01/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Contractors CPL Pollution Liab Occurrence Form		EV2022001902	01/01/2023	01/01/2024	\$2,000,000 per Occur \$2,000,000 Aggregate \$10,000 Ded per Claim

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101 Additional Remarks Schedule, may be attached if more space is required)

Bailees Coverage: ENP0173596 - 01/01/2023-01/01/2024 - \$1,000,000 limit/\$2,500 ded - Cincinnati Ins Co

CERTIFICATE HOLDER

CANCELLATION

City of Lavergne
 5175 Murfreesboro Rd
 La Vergne, TN 37086

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

PETER J. KRAUSE



R Warren Construction Co. Inc

150 Mitchell Ave
Smyrna, TN 37167
PH# (615)355-0353
TN Cont Lic # 18716
www.warrenconstruction.com

Client: City of LaVergne (Veterans Memorial Park)
Property: 115 Floyd Mayfield Dr
LaVergne, TN 37086
Billing: 294 Sand Hill Rd
La Vergne, TN 37086

Business: (615) 793-3224

Fax: (615) 793-9213

Operator: AMOSS

Estimator: Adam Moss
Company: R. Warren Construction Co. Inc
Business: 150 Mitchell Ave
Smyrna, TN 37167

Business: (615) 394-3880

E-mail: amoss@warrenconstruction.
com

Reference:
Company: NONE

Type of Estimate: Freeze
Date Entered: 1/6/2023

Date Assigned: 1/5/2023

Price List: TNMU8X_JAN23
Labor Efficiency: Restoration/Service/Remodel
Estimate: CITY_OF_LA_VERGNE

Estimate for repairs to concession/bath complex at Veterans Memorial Park due to damages caused by water/frozen pipes.
Please note that plumbing repairs are not included.



150 Mitchell Ave
Smyrna, TN 37167
PH# (615)355-0353
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CITY_OF_LA VERGNE

Main Level

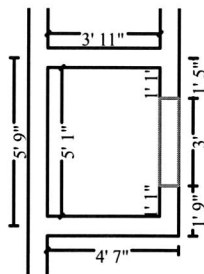


Concessions

Height: 8' 6"

840.79	SF Walls	463.40	SF Ceiling
1,304.18	SF Walls & Ceiling	463.40	SF Floor
51.49	SY Flooring	112.39	LF Floor Perimeter
115.39	LF Ceil. Perimeter		

Window	6' X 4'	Opens into Exterior
Window	6' X 4'	Opens into Exterior
Window	6' X 4'	Opens into Exterior
Window	6' X 4'	Opens into Exterior
Window	6' X 4'	Opens into Exterior



Subroom: Storage (1)

Height: 8' 6"

132.55	SF Walls	19.77	SF Ceiling
152.32	SF Walls & Ceiling	19.77	SF Floor
2.20	SY Flooring	14.95	LF Floor Perimeter
17.95	LF Ceil. Perimeter		

Missing Wall - Goes to Floor

3' X 6' 8"

Opens into CONCESSIONS

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
1. Content Manipulation charge - per hour	16.00 HR	0.00	43.38	0.00	138.82	832.90
Labor to remove contents and detachable appliances from work area. Client responsible for providing storage location.						
2. General Demolition - per hour	16.00 HR	47.38	0.00	0.00	151.62	909.70
Cleanup fallen debris & remove remaining damaged ceiling & insulation. Square off for drywall replacement						
3. Clean concrete the floor	482.95 SF	0.00	0.35	0.47	33.90	203.40
Clean due to fallen debris, insulation, & drywall						
4. Clean the walls	973.33 SF	0.00	0.41	0.95	80.02	480.04
Clean due to fallen debris, insulation, & drywall						
5. Clean countertop	85.50 SF	0.00	0.85	0.17	14.58	87.43
Clean due to fallen debris, insulation, & drywall						
6. Mask or cover per square foot	1,456.28 SF	0.44	0.00	11.36	130.44	782.56
Protect floor, walls, countertops, fixed appliances, fixtures, air handler, etc.						

150 Mitchell Ave
Smyrna, TN 37167
PH# (615)355-0353
TN Cont Lic # 18716
www.warrenconstruction.com

CONTINUED - Concessions

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
7. Replace Batt insulation - 10" - R30 - paper / foil faced	256.00 SF	0.00	1.63	30.20	89.50	536.98
8. Replace 5/8" drywall - hung, taped, floated, ready for paint	256.00 SF	0.00	2.66	17.97	139.80	838.73
9. Tape joint for new to existing drywall - per LF	32.00 LF	0.00	8.77	1.03	56.32	337.99
10. Seal the surface area w/latex based stain blocker - one coat	192.00 SF	0.00	0.60	1.50	23.34	140.04
Seal new drywall						
11. R&R Trim board - 1" x 4" - installed (pine)	66.67 LF	0.41	4.04	13.07	61.96	371.71
12. Paint concrete the floor	482.95 SF	0.00	0.93	10.83	91.98	551.95
13. Paint the walls and ceiling - two coats	1,456.51 SF	0.00	0.97	35.50	289.66	1,737.97
14. Seal & paint trim - two coats	133.33 LF	0.00	1.41	1.69	37.94	227.63
15. R&R Fluorescent - four tube - 4' - fixture w/lens	4.00 EA	14.57	140.53	34.41	130.96	785.77
2 damaged - replace other 2 to match						
16. Replace Fluorescent light fixture - 2' & 4' - Detach & reset	1.00 EA	0.00	78.42	0.00	15.68	94.10
Light in Storage area						
17. Replace Shelving - Detach & reset	34.00 LF	0.00	8.62	0.10	58.64	351.82
18. Final cleaning - construction - Commercial	482.95 SF	0.00	0.23	0.00	22.22	133.30
Post construction Clean up						
Totals: Concessions				159.25	1,567.38	9,404.02



Mens Room

Height: 8' 6"

1,087.00 SF Walls	321.71 SF Ceiling
1,408.71 SF Walls & Ceiling	303.54 SF Floor
33.73 SY Flooring	119.42 LF Floor Perimeter
132.50 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
19. General Demolition - per hour	4.00 HR	47.38	0.00	0.00	37.90	227.42
Cleanup fallen debris & remove remaining damaged ceiling & insulation. Square off for drywall replacement						

150 Mitchell Ave
Smyrna, TN 37167
PH# (615)355-0353
TN Cont Lic # 18716
www.warrenconstruction.com

CONTINUED - Mens Room

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
20. Clean concrete the floor	303.54 SF	0.00	0.35	0.30	21.30	127.84
Clean due to fallen debris, insulation, & drywall						
21. Clean the walls	1,087.00 SF	0.00	0.41	1.06	89.36	536.09
Clean due to fallen debris, insulation, & drywall						
22. Mask or cover per square foot	1,390.54 SF	0.44	0.00	10.85	124.54	747.23
Protect Floor, walls, fixtures, etc.						
23. Replace Batt insulation - 10" - R30 - paper / foil faced	160.00 SF	0.00	1.63	18.88	55.94	335.62
24. Replace 5/8" drywall - hung, taped, floated, ready for paint	160.00 SF	0.00	2.66	11.23	87.36	524.19
25. Tape joint for new to existing drywall - per LF	16.00 LF	0.00	8.77	0.51	28.16	168.99
26. Seal the surface area w/latex based stain blocker - one coat	192.00 SF	0.00	0.60	1.50	23.34	140.04
Seal new drywall						
27. R&R Trim board - 1" x 4" - installed (pine)	66.25 LF	0.41	4.04	12.98	61.58	369.37
28. Paint concrete the floor	303.54 SF	0.00	0.93	6.81	57.82	346.92
29. Paint the walls and ceiling - two coats	1,408.71 SF	0.00	0.97	34.34	280.16	1,680.95
30. Seal & paint trim - two coats	132.50 LF	0.00	1.41	1.68	37.70	226.21
31. R&R Fluorescent - four tube - 4' - fixture w/lens	3.00 EA	14.57	140.53	25.80	98.22	589.32
2 damaged - replace remaining to match						
32. R&R Countertop - post formed plastic laminate	9.08 LF	4.33	54.44	34.27	113.58	681.49
33. Add on for sink cutout - single basin	2.00 EA	0.00	170.22	0.00	68.08	408.52
34. Sink - single - Detach & reset	2.00 EA	0.00	136.72	0.09	54.70	328.23
35. Sink faucet - Detach & reset	2.00 EA	0.00	109.27	0.00	43.70	262.24
36. Final cleaning - construction - Commercial	303.54 SF	0.00	0.23	0.00	13.96	83.77
Post construction Clean up						
Totals: Mens Room				160.30	1,297.40	7,784.44

150 Mitchell Ave
Smyrna, TN 37167
PH# (615)355-0353
TN Cont Lic # 18716
www.warrenconstruction.com



Womens Room

Height: 8' 6"

1,169.67 SF Walls
1,487.60 SF Walls & Ceiling
32.71 SY Flooring
143.17 LF Ceil. Perimeter

317.93 SF Ceiling
294.43 SF Floor
127.42 LF Floor Perimeter

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
37. Clean concrete the floor	294.43 SF	0.00	0.35	0.29	20.68	124.02
Clean due to fallen debris, insulation, & drywall						
38. Clean the walls	1,169.67 SF	0.00	0.41	1.14	96.14	576.84
Clean due to fallen debris, insulation, & drywall						
40. Drywall tape joint / repair - per LF	30.00 LF	0.00	8.14	1.02	49.04	294.26
41. Paint concrete the floor	294.43 SF	0.00	0.93	6.60	56.08	336.50
42. Paint the walls and ceiling - two coats	1,487.60 SF	0.00	0.97	36.26	295.86	1,775.09
43. Seal & paint trim - two coats	143.17 LF	0.00	1.41	1.81	40.74	244.42
44. Replace Fluorescent light fixture - 2' & 4' - Detach & reset	3.00 EA	0.00	78.42	0.00	47.06	282.32
45. R&R Countertop - post formed plastic laminate	11.75 LF	4.33	54.44	44.35	147.00	881.90
46. Add on for sink cutout - single basin	3.00 EA	0.00	170.22	0.00	102.14	612.80
47. Sink - single - Detach & reset	3.00 EA	0.00	136.72	0.14	82.06	492.36
48. Sink faucet - Detach & reset	3.00 EA	0.00	109.27	0.00	65.56	393.37
49. Final cleaning - construction - Commercial	294.43 SF	0.00	0.23	0.00	13.54	81.26
Post construction Clean up						
Totals: Womens Room				91.61	1,015.90	6,095.14

Debris Removal

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
50. Dumpster load - Approx. 20 yards, 4 tons of debris	1.00 EA	623.00	0.00	0.00	124.60	747.60
Totals: Debris Removal				0.00	124.60	747.60
Total: Main Level				411.16	4,005.28	24,031.20



R Warren Construction Co. Inc

150 Mitchell Ave
Smyrna, TN 37167
PH# (615)355-0353
TN Cont Lic # 18716
www.warrenconstruction.com

Line Item Totals: CITY_OF_LA_VERGNE	411.16	4,005.28	24,031.20
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Grand Total Areas:

3,230.00 SF Walls	1,122.81 SF Ceiling	4,352.81 SF Walls and Ceiling
1,080.92 SF Floor	120.10 SY Flooring	374.17 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	409.00 LF Ceil. Perimeter
1,080.92 Floor Area	1,330.42 Total Area	4,192.45 Interior Wall Area
1,797.42 Exterior Wall Area	201.83 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



R Warren Construction Co. Inc

150 Mitchell Ave
Smyrna, TN 37167
PH# (615)355-0353
TN Cont Lic # 18716
www.warrenconstruction.com

Recap of Taxes, Overhead and Profit

	Overhead (10%)	Profit (10%)	Material Sales Tax (9.75%)	P Ppty Material Tax (9.75%)	P Ppty Cleaning Tax (9.75%)	Storage Rental Tax (9.75%)	Food Tax (7.75%)
Line Items	2,002.64	2,002.64	411.16	0.00	0.00	0.00	0.00
Total	2,002.64	2,002.64	411.16	0.00	0.00	0.00	0.00



150 Mitchell Ave
Smyrna, TN 37167
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TN Cont Lic # 18716
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Recap by Room

Estimate: CITY_OF_LA_VERGNE

Area: Main Level		
Concessions	7,677.39	39.14%
Mens Room	6,326.74	32.25%
Womens Room	4,987.63	25.43%
Debris Removal	623.00	3.18%
Area Subtotal: Main Level	19,614.76	100.00%
Subtotal of Areas	19,614.76	100.00%
Total	19,614.76	100.00%

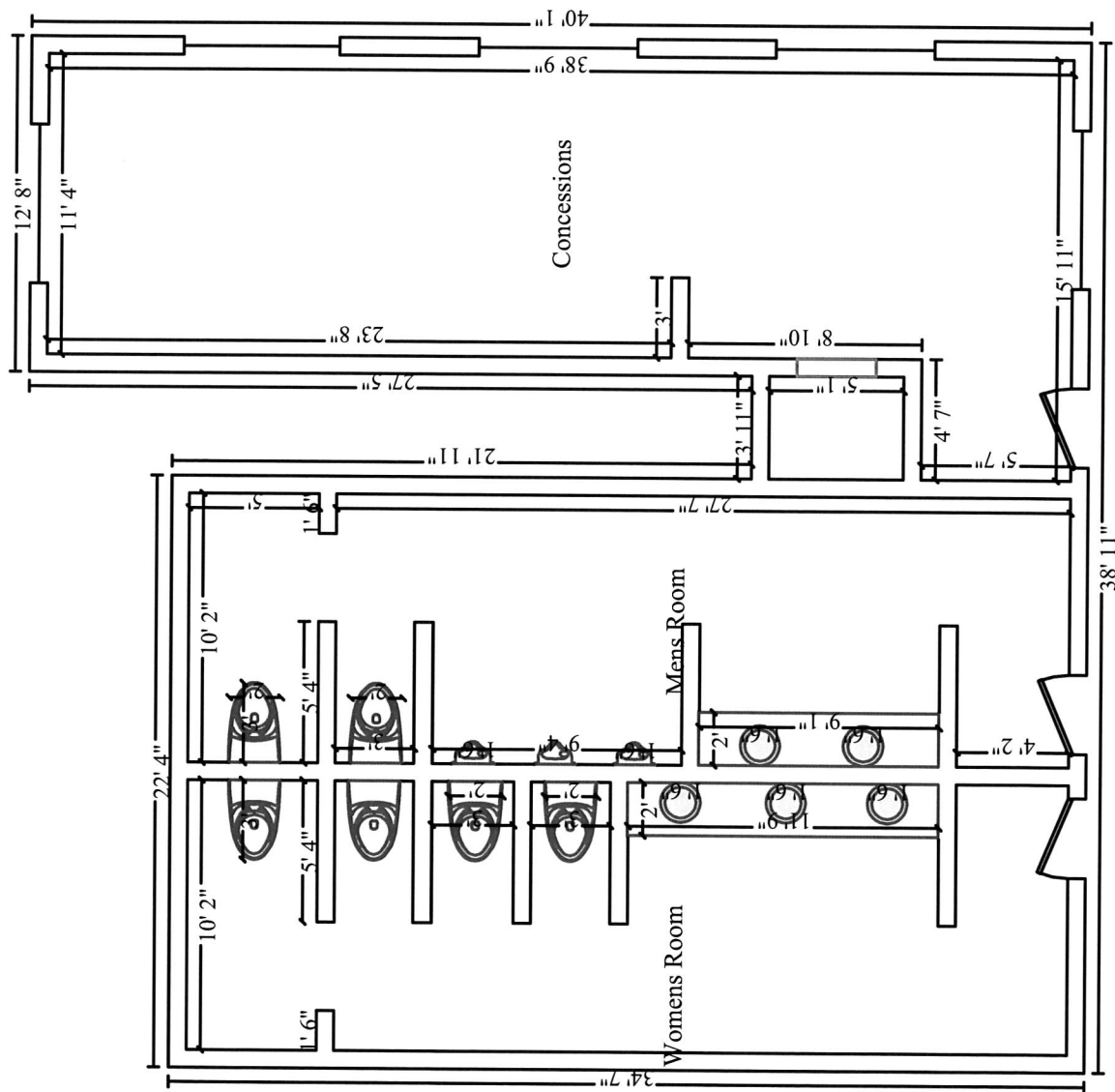


R Warren Construction Co. Inc

150 Mitchell Ave
Smyrna, TN 37167
PH# (615)355-0353
TN Cont Lic # 18716
www.warrenconstruction.com

Recap by Category

O&P Items	Total	%
CABINETRY	1,985.09	8.26%
CLEANING	2,023.91	8.42%
CONTENT MANIPULATION	694.08	2.89%
GENERAL DEMOLITION	3,069.88	12.77%
DRYWALL	1,771.72	7.37%
FINISH CARPENTRY / TRIMWORK	830.08	3.45%
INSULATION	678.08	2.82%
LIGHT FIXTURES	1,297.39	5.40%
PLUMBING	1,229.95	5.12%
PAINTING	6,034.58	25.11%
O&P Items Subtotal	19,614.76	81.62%
Material Sales Tax	411.16	1.71%
Overhead	2,002.64	8.33%
Profit	2,002.64	8.33%
Total	24,031.20	100.00%





AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: February 2, 2023

Item Title: Approve Additional Street Paving for Fiscal Year 2022-2023.

Department: Public Works

Presented By: Michael Dietz

Item Attachments:

1. Proposal - Holland Ridge Drive
2. Proposal - Bill Stewart Blvd

Summary:

This is a request to approve paving for two additional streets in FY 2022-2023.

Background Information:

In July, 2022, the board approved the paving of the following streets: La Vergne Lane, David's Way, Lake Road, Murray Lane and Mason Road. At that time, staff recommended that Holland Ridge and Bill Stewart be brought back at a later date to determine if they could be added to the paving list with a budget amendment. The budget amendment is on this agenda, but the Board will also need to approve adding these streets to the list for this year.

Financial Summary:

The estimated cost to pave Holland Ridge is \$336,182.80 and the estimated cost to pave Bill Stewart is \$374,864.50. The total estimated cost is \$711,047.30. The proposed budget amendment is for \$800,000 because the paving costs have gone up over the last year and we hope this will be enough to cover the paving of these additional streets.

Staff Recommendation:

Staff recommends approval.

PROPOSAL



P.O. Box 292 · 6013 Highway 64 E
Wartrace, TN 37183
(931) 389-9671

Organization: City of Lavergne Proposal Submitted: Mike Dietz Phone: 615-971-4044 Date: 1/12/23
Street: _____ Job Name: Holland Ridge Drive
City, State and Zip Code: _____ Job Location: LaVergne
Estimator: Nolen Spencer Date of Plans: No Plans TDOT BBMI \$671.36

We agree to furnish all Labor, Equipment and Materials to complete the following work:

ASPHALT PAVEMENT

Asphalt Overlay: (Mill Tie-Ins)

- Mill Tie-Ins (**1,050 sq yds**) @ \$11.50 per SY
- Clean existing asphalt
- Apply SS1H tack coat if needed
- Lay an average of **1.25"** of asphalt topping and compact (**32,714 sq yds**) (**2,609 tons**) @ \$95.00 per on
■ Cost ----- **\$259,930.00**

Asphalt Overlay: (Full Width Mill)

- Full Width Mill (**32,714 sq yds**) @ \$2.70 per SY
- Clean existing asphalt
- Apply SS1H tack coat if needed
- Lay an average of **1.25"** of asphalt topping and compact (**32,714 sq yds**) (**2,609 tons**)
■ Cost ----- **\$336,182.80**

NOTE:

- Price is based on the original contract TDOT BBMI.
- Based on the Bituminous index at the time of this quote the bituminous adjustment would be an increase of \$23,513.10
- Some leveling is included in quote. Any overage will be billed at the contract amount.
- No grade staking or blue topping included in price
- No prep of existing rock is included in this quote.
- No base stone is included in this quote.
- If there is an overrun of materials due to circumstances beyond Hawkins Asphalt Paving, LLC control unit prices will be added for any amount of overrun used (Improper grades, additional areas, build areas up, etc.)

- No landscaping, seeding, or sodding included in quote(s)
- No clean up from another contractor's work is included in quote(s)
- Hawkins Asphalt is not liable for damages due to construction traffic
- No signs included in quote(s)
- Due to the flat grades on this project, small water pockets may be visible
- Hawkins Asphalt Paving, LLC is not responsible for damages to new asphalt pavement which may result from settlement of poor sub grade conditions due to sub grade being prepared by another contractor (or if utility trenches under asphalt pavement are not backfilled and compacted properly)
- Areas where asphalt must be worked by hand versus mechanical equipment may have a different textured surface
- Hawkins Asphalt Paving, LLC is not responsible for any form of the following: asphalt cracking, water pockets, erosion control, or drainage problems
- Hawkins Asphalt Paving, LLC is not responsible for any form of asphalt settlement, underground utility damage, or vegetation growth
- Quote does not include any work that is not specifically stated in this proposal
- The above prices are based upon monthly TDOT BBMI prices. If the bituminous material index increases or decreases 5% more or less Hawkins asphalt will adjust accordingly, we also reserve the right to review and amend the base bid to recover any fuel or materials product increases over 10% from original base bid

If accepted, please sign and return the original copy for scheduling

Payment is due upon job completion. Failure to pay **promptly** will result in interest charges accrued at the rate of 1.5% for each thirty days or portion thereof that bill remains unpaid beginning no later than ten days following completion of job.

All material is guaranteed to be as specified for a period of one (1) year from the original date of completion. All work to be completed in a work-man like manner according to standard practices. Any alteration or deviation from above specifications involving extra cost (mass rock excavation, consequential damages resulting from underground utilities, excavation of unsuitable sub-grade material, underground aquifers, etc) will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by the Workmen's Compensation Insurance.

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above. In the event that default is made in payment of the amount due to Hawkins Asphalt Paving, LLC pursuant to this agreement, I agree to pay all costs of collections, including attorney's fees reasonably incurred, which in no event shall be less than 35% of the amount due. Any action, suit, or proceeding at law or in equity shall not be had or maintained under this contract unless same be commenced within one year from date of substantial completion of this job.

Date of Acceptance: _____ Signature: _____

PROPOSAL



P.O. Box 292 · 6013 Highway 64 E
Wartrace, TN 37183
(931) 389-9671

Organization: City of Lavergne Proposal Submitted: Mike Dietz Phone: 615-971-4044 Date: 1/12/23
Street: _____ Job Name: Bill Stewart
City, State and Zip Code: _____ Job Location: LaVergne
Estimator: Nolen Spencer Date of Plans: No Plans TDOT BBMI \$671.36

We agree to furnish all Labor, Equipment and Materials to complete the following work:

ASPHALT PAVEMENT

Asphalt Overlay: (Mill Tie-Ins)

- Mill Tie-Ins (**1,650 sq yds**) @ \$11.50 per SY
- Clean existing asphalt
- Apply SS1H tack coat if needed
- Lay an average of **1.25"** of asphalt topping and compact (**36,485 sq yds**) (**2,909 tons**) @ \$95.00 per on
■ Cost ----- **\$295,330.00**

Asphalt Overlay: (Full Width Mill)

- Full Width Mill (**36,485 sq yds**) @ \$2.70 per SY
- Clean existing asphalt
- Apply SS1H tack coat if needed
- Lay an average of **1.25"** of asphalt topping and compact (**36,485 sq yds**) (**2,909 tons**)
■ Cost ----- **\$374,864.50**

NOTE:

- Price is based on the original contract TDOT BBMI.
- Based on the Bituminous index at the time of this quote the bituminous adjustment would be an increase of \$26,216.78
- Some leveling is included in quote. Any overage will be billed at the contract amount.
- No grade staking or blue topping included in price
- No prep of existing rock is included in this quote.
- No base stone is included in this quote.
- If there is an overrun of materials due to circumstances beyond Hawkins Asphalt Paving, LLC control unit prices will be added for any amount of overrun used (Improper grades, additional areas, build areas up, etc.)

- No landscaping, seeding, or sodding included in quote(s)
- No clean up from another contractor's work is included in quote(s)
- Hawkins Asphalt is not liable for damages due to construction traffic
- No signs included in quote(s)
- Due to the flat grades on this project, small water pockets may be visible
- Hawkins Asphalt Paving, LLC is not responsible for damages to new asphalt pavement which may result from settlement of poor sub grade conditions due to sub grade being prepared by another contractor (or if utility trenches under asphalt pavement are not backfilled and compacted properly)
- Areas where asphalt must be worked by hand versus mechanical equipment may have a different textured surface
- Hawkins Asphalt Paving, LLC is not responsible for any form of the following: asphalt cracking, water pockets, erosion control, or drainage problems
- Hawkins Asphalt Paving, LLC is not responsible for any form of asphalt settlement, underground utility damage, or vegetation growth
- Quote does not include any work that is not specifically stated in this proposal
- The above prices are based upon monthly TDOT BBMI prices. If the bituminous material index increases or decreases 5% more or less Hawkins asphalt will adjust accordingly, we also reserve the right to review and amend the base bid to recover any fuel or materials product increases over 10% from original base bid

If accepted, please sign and return the original copy for scheduling

Payment is due upon job completion. Failure to pay **promptly** will result in interest charges accrued at the rate of 1.5% for each thirty days or portion thereof that bill remains unpaid beginning no later than ten days following completion of job.

All material is guaranteed to be as specified for a period of one (1) year from the original date of completion. All work to be completed in a work-man like manner according to standard practices. Any alteration or deviation from above specifications involving extra cost (mass rock excavation, consequential damages resulting from underground utilities, excavation of unsuitable sub-grade material, underground aquifers, etc) will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by the Workmen's Compensation Insurance.

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above. In the event that default is made in payment of the amount due to Hawkins Asphalt Paving, LLC pursuant to this agreement, I agree to pay all costs of collections, including attorney's fees reasonably incurred, which in no event shall be less than 35% of the amount due. Any action, suit, or proceeding at law or in equity shall not be had or maintained under this contract unless same be commenced within one year from date of substantial completion of this job.

Date of Acceptance: _____ Signature: _____



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: February 2, 2023

Item Title: First Reading - **Ordinance #2023-02** - An Ordinance to Amend the City of La Vergne Zoning Ordinance by Changing the Official Zoning Map for Tax Map 28, Parcels 10 and 11, Consisting of Approximately 4.3 Acres, Located at 237 and 245 Chaney Blvd., From an A (Agricultural) Zoning District to a R-3 (High Density Residential) Zoning District. (Received a favorable recommendation from the Planning Commission on December 27, 2022. A public hearing will be held on Tuesday, February 1, 2023 at 6:30 p.m.)

Department: Planning

Presented By: Bo Logan

Item Attachments: 1. Ordinance #2023-02

Summary:

This is a rezoning request to rezone two parcels of property - 237 and 245 Chaney Blvd. from A (Agricultural) to R-3 (High Density Residential). This received a favorable recommendation from the Planning Commission on December 27, 2022. A public hearing will be held for this item on Tuesday, February 7, 2023 at 6:30 p.m.

Background Information:

Per the applicant, the purpose of this rezoning is to pursue the development of approximately 50 townhomes. No formal plan has been submitted at this time, but a concept plan has been submitted. There is a mixture of zoning in the area, including Agriculture, R-1 (Low Density Residential), R-2 (Medium Density Residential) and R-3 (High Density Residential). The property that borders this site on the south is R-2 and to the north is R-3. There is also a larger Agriculture parcel on the opposite side of Chaney Blvd. The land that borders this property to the rear is zoned R-2.

Financial Summary:

Revenues: The city could possibly receive additional impact fees and property taxes from any buildings that might be built on the property. Expenditures: Other than normal services being provided by the city, there are no specific expenditures required from the city for the development of this property.

Staff Recommendation:

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

ORDINANCE #2023-02

AN ORDINANCE TO AMEND THE CITY OF LA VERGNE ZONING ORDINANCE BY CHANGING THE OFFICIAL ZONING MAP FOR TAX MAP 28, PARCELS 10 AND 11, CONSISTING OF APPROXIMATELY 4.3 ACRES, LOCATED AT 237 AND 245 CHANEY BLVD., FROM AN A (AGRICULTURAL) ZONING DISTRICT TO A R-3 (HIGH DENSITY RESIDENTIAL) ZONING DISTRICT.

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

WHEREAS, the City of La Vergne Planning Commission, on December 27, 2022, made a favorable recommendation to the Board of Mayor and Aldermen that this request be approved.

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

SECTION 1. That the Zoning Ordinance be and is hereby amended by making certain changes to the Official Zoning Map for the City of La Vergne, by changing the property identified as Tax Map 28, Parcels 10 and 11 from an A (Agricultural) Zoning District to a R-3 (High Density Residential) Zoning District. This property consists of approximately 4.3 acres and is owned by Sarah Boner, who authorized the submittal of application #ZR-2022-03 for the rezoning of this property, which is attached to and made a part of this ordinance as though copied herein.

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

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

LEGAL STATUS PROVISIONS

Approved and certified by the Planning Commission:

Chairman

Date

Public Hearing Held: _____

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.

City of La Vergne, Tennessee

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

REZONING REQUEST APPLICATION

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

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

Request No. ZR-2022-03
(Assigned by the City Recorder)

Date Submitted: 11-28-2022

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

☐ Property Owner ☐ Purchaser of Property ☒ Engineer ☐ Trustee
☐ Architect ☐ Other: _____

Name: Matt Taylor Phone #: 6158907901

Business: SEC, Inc E-Mail: mtaylor@sec-civil.com

Address: 850 Middle TN Blvd Best Way to Contact: Email
(Mail, E-Mail, Phone)

City: Murfreesboro State: TN Zip: 37129

SECTION 2 - Property Information for the Rezoning Request

Tax Map	Parcel(s)	Current Zoning District	Requested Zoning District	# of Acres	Property Owner
28	10.00	A	R-3	3	Joe Boner
28	11.00	A	R-3	1.3	Joe Boner

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

Project Name: 237/245 Chaney Blvd

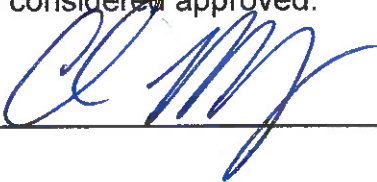
Project Address: 237/245 Chaney Blvd

Existing Land Use: Residential

Proposed Land Use: Townhomes

Total Acreage of Project / Rezoning: 4.3

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

Applicant's Signature:  Date: 3/30/2022

Certification Statement

I hereby certify that JOE BOWER is the owner of the property located at 237/245 Chaney Blvd which is the subject of this application, and that I, CHRISTOPHER Kopley, in my capacity as _____, am authorized to sign this application on behalf of the owner.

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

[Signature]
Signature

3/30/22
Date

CHRISTOPHER Kopley
Printed Name and Title

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

[Signature]
Notary Signature

3/30/2022
Date



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

**CITY OF LA VERGNE
PLAN REVIEW APPLICATION**

For Staff Use Only

Project Name: _____ **Date:** _____ **Fee:** _____

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

Project Name: 237/245 Chaney Blvd _____

Project Address: 237/245 Chaney Blvd _____

Land Use Existing: Residential _____

Land Use Proposed: Townhomes _____

Existing Zoning District A _____

Tax Map(s) & Parcel Number(s): Tax Map 28 Parcels 10.00 & 11.00 _____

Check one or more of the following:

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

*These requests require an additional application form.

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

Environmental Constraints on Site?

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

Engineer/Designer (if applicable) Print Name SEC, Inc c/o Matt Taylor _____

Address 850 Middle TN Blvd Murfreesboro, TN _____ **Zip Code** 37129 _____

Daytime Phone 615-890-7901 **Fax** 615-895-2567 **E-mail:** mtaylor@sec-civil.com _____

Attorney (if applicable) Print Name _____

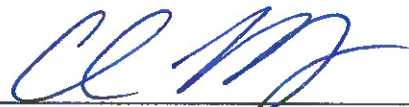
Address _____ **Zip Code** _____

Daytime Phone _____ **Fax** _____ **E-mail** _____

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

Contact PersonPrint Name Matt TaylorAddress 850 Middle TN Blvd Murfreesboro, TN Zip Code 37129Daytime Phone 615-890-7901 Fax 615-895-2567 E-mail mtaylor@sec-civil.com

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

Applicant (if other than owner)Print Name Kepley Properties c/o Austin Kepley Signature Address 150 Uptown Square Ste A Murfreesboro, TN Zip Code 37129Daytime Phone 615-605-1677**Owner(s)**Print Name ~~Joe Boner~~ Sarah Boner Signature Address 237/245 Chaney Blvd LaVergne, TN Zip Code 37066

Daytime Phone _____

Print Name _____ Signature _____

Address _____ Zip Code _____

Daytime Phone _____

I (We), ~~Joe Boner~~ Sarah Boner, as property owner(s), hereby grant permission
Property Owner(s) Names(s)
to Kepley Properties, LLC to represent our interests in an application to
Applicant(s) Name(s)
be filed with the City of LaVergne, TN. Planning Commission & BOMA
Appropriate Committee
for the purpose of obtaining Rezoning
Rezoning, Variance, Conditional Use, etc.
for the property located at 237/245 Chaney Blvd

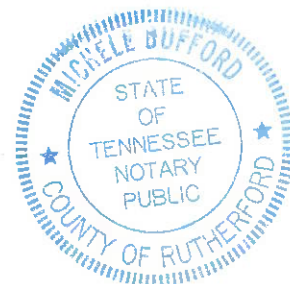

Property Owner

Property Owner

Witness My hand and official seal at Murfreesboro TN, this 15th
City State
day of April, 20 22

My Commission Expires: 11/22/2025


Notary Public



November 28, 2022

Bo Logan
City of LaVergne
Planning Department
5175 Murfreesboro Rd
La Vergne, TN 37086

RE: 237/245 Chaney Blvd
Requested Rezoning
LaVergne, TN
SEC#22118

Dear Mr. Logan,

Please accept this letter and the accompanying materials as our application to rezone the property at 237/245 Chaney Blvd. We have included a check in the amount of \$500 for the review fee. We have included the application forms, checklist, and owner affidavit. In addition, we have included 10 folded copies of the plans and a project concept plan. Both have been emailed to you as well.

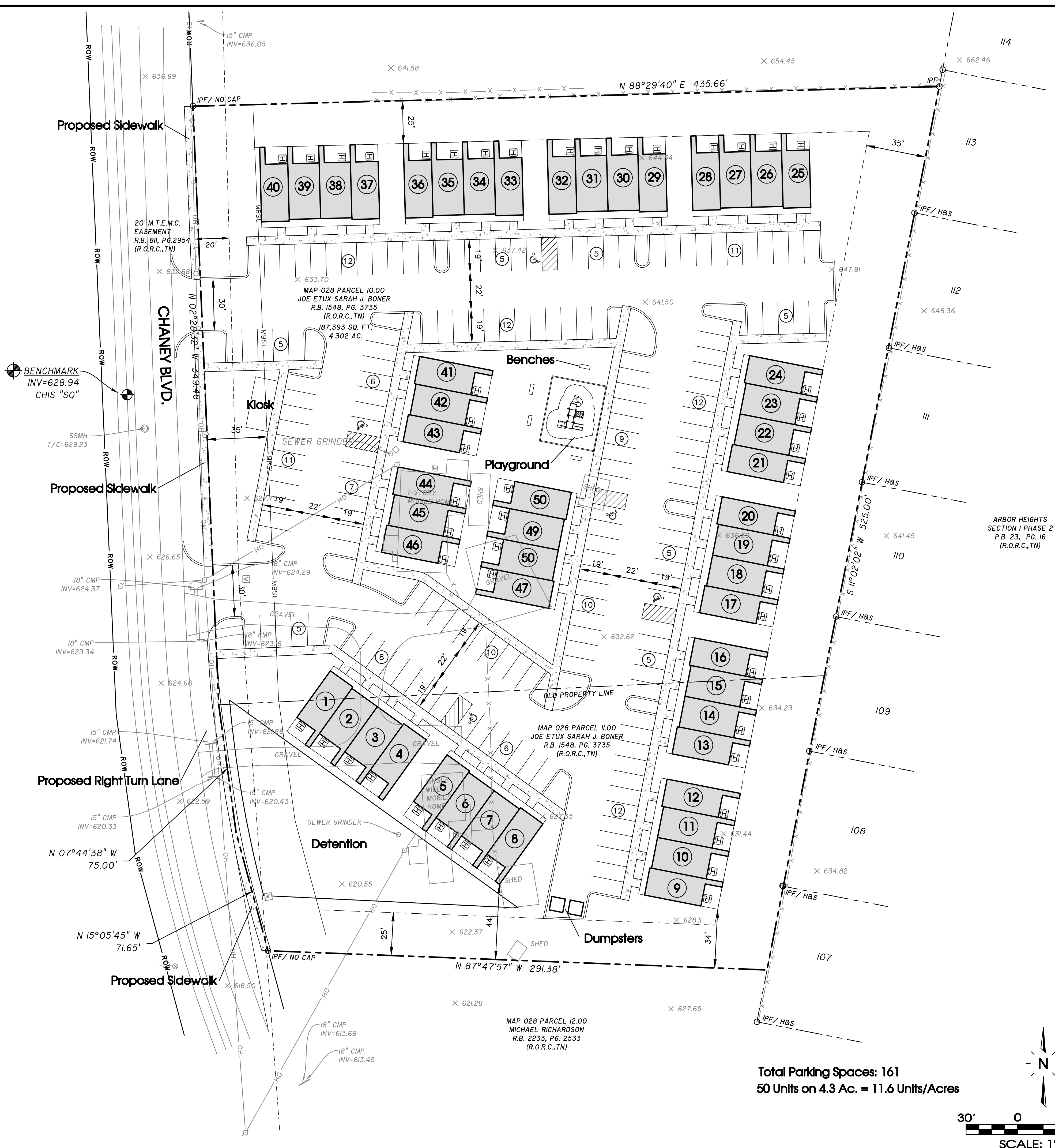
This rezoning will allow for Kepley Properties, LLC to construct a townhome project at this location, a concept plan is included with this submittal. This parcel is currently zoned Agriculture(A) and is identified as Parcel 10.00 & 11.00 of Tax Map 28 and we are seeking to rezone 4.3 acres to R-3. Properties to the south, north and west are zoned A, and property to the east are zoned R-2. This request will allow these buildings and uses to occur at this location. Currently, the parcel has several homes, out buildings and storage of various materials. This request is consistent with other developments along Chaney Blvd that has recently started construction or recently received approval to the south of this site. Those developments consist of townhomes and duplexes.

If you should have any questions or I may be of further assistance, I can be contacted at 615-890-7901 or via email at mtaylor@sec-civil.com. Our fax number is 615-895-2567.

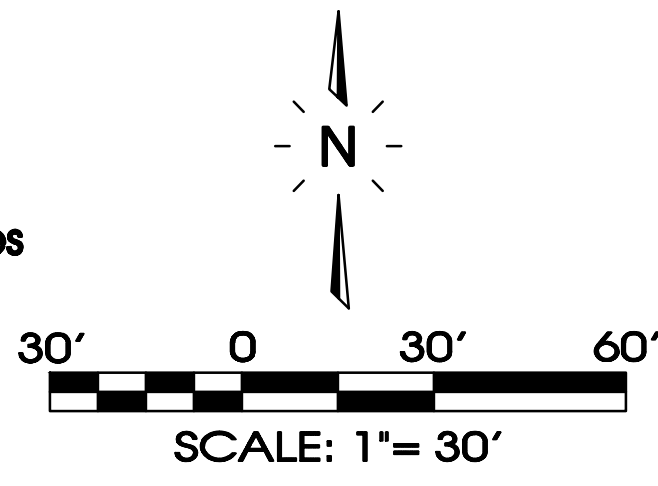
Sincerely,



Matt Taylor, P.E.
Vice-President
SEC, Inc.



Total Parking Spaces: 161
50 Units on 4.3 Ac. = 11.6 Units/Acres



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

Legend:			
	EXIST. CONCRETE MONUMENT		BENCHMARK
	IRON PIN SET (I.P.S.)		HANDICAP PARKING SYMBOL
	IRON PIN FOUND (I.P.F.)		VAN ACCESSIBLE HANDICAP DESIGNATION
	EXIST. SIGN POST		HC SIGN
	EXIST. SEWER CLEANOUT		PROPOSED SIGN POST
	EXIST. MANHOLE (SEWER & PHONE)		CONCRETE BOLLARD
	EXIST. CATCH BASIN (STORM SEWER)		WHEEL STOP
	EXIST. WATER/GAS VALVE		CONCRETE SIDEWALK
	EXIST. TELEPHONE RISER		EXTRUDED CURB
	EXIST. GAS RISER		CURB & GUTTER
	ELECTRICAL ENCLOSURE		TRAFFIC ARROW
	EXIST. WATER METER		TURN LANE ARROWS
	EXIST. UTILITY POLE		REVISION NUMBER
	EXIST. FIRE HYDRANT		DRAINAGE STRUCTURE DESIGNATION
	POST INDICATOR VALVE		DRAINAGE PIPE DESIGNATION
	BLOW OFF VALVE		RIP RAP
	REDUCER		RUNOFF FLOW ARROW
	REMOTE FIRE DEPT. CONNECTION		INLET FILTER PROTECTION
	CONCRETE THRUST BLOCK		PROPOSED SPOT ELEVATION
	DOUBLE DETECTOR CHECK VALVE		EXIST. SPOT ELEVATION
	FIRE DEPT. CONNECTION		SEWER/STORM FLOW DIRECTION
	FIRE HYDRANT		CATCH BASIN
	GATE VALVE & BOX		CURB INLET
	WATER METER		AREA DRAIN
	GAS METER		HEADWALL
	GREASE TRAP		WINGED HEADWALL
	EXTERIOR CLEANOUT ECO		CONCRETE SWALE
	MANHOLE		TYPE- X- HEADWALL
EXISTING PHONE		PH	
EXISTING ELECTRIC		OH	
PROPERTY LINE			
EASEMENTS			
RIGHT OF WAY		ROW	
EROSION CONTROL SILT FENCE		SF	
EROSION EEL		E	
EXISTING TREELINE			
EXISTING FENCELINE		X	
MINIMUM BUILDING SETBACK LINE			
PHASE BOUNDARY			
EXISTING GAS LINE		GAS	
PROPOSED GAS LINE		GAS	
EXISTING STORM		STM	
PROPOSED STORM		STM	
EXISTING CONTOUR LINES		-601-	
PROPOSED CONTOUR LINES		-601-	
EXISTING SANITARY SEWER		SS	
PROPOSED SANITARY SEWER		SS	
EXISTING WATER		W	
PROPOSED WATER		W	

SEC, Inc.

ENGINEERING • SURVEYING • LAND PLANNING

LANDSCAPE ARCHITECTURE

850 MIDDLE TENNESSEE BOULEVARD

MURFREESBORO, TENNESSEE 37129

PHONE: (615) 894-7901

E-MAIL: MTAYLOR@SEC-CIVIL.COM

FAX: (615) 895-2567

NO PORTION OF THIS DRAWING MAY BE REPRODUCED WITHOUT THE EXPRESSED WRITTEN CONSENT OF SEC, INC.

COPYRIGHT SEC, INC., 2022

REVIEW SET

Not for Construction

Chaney Blvd.

LaVergne, Tennessee

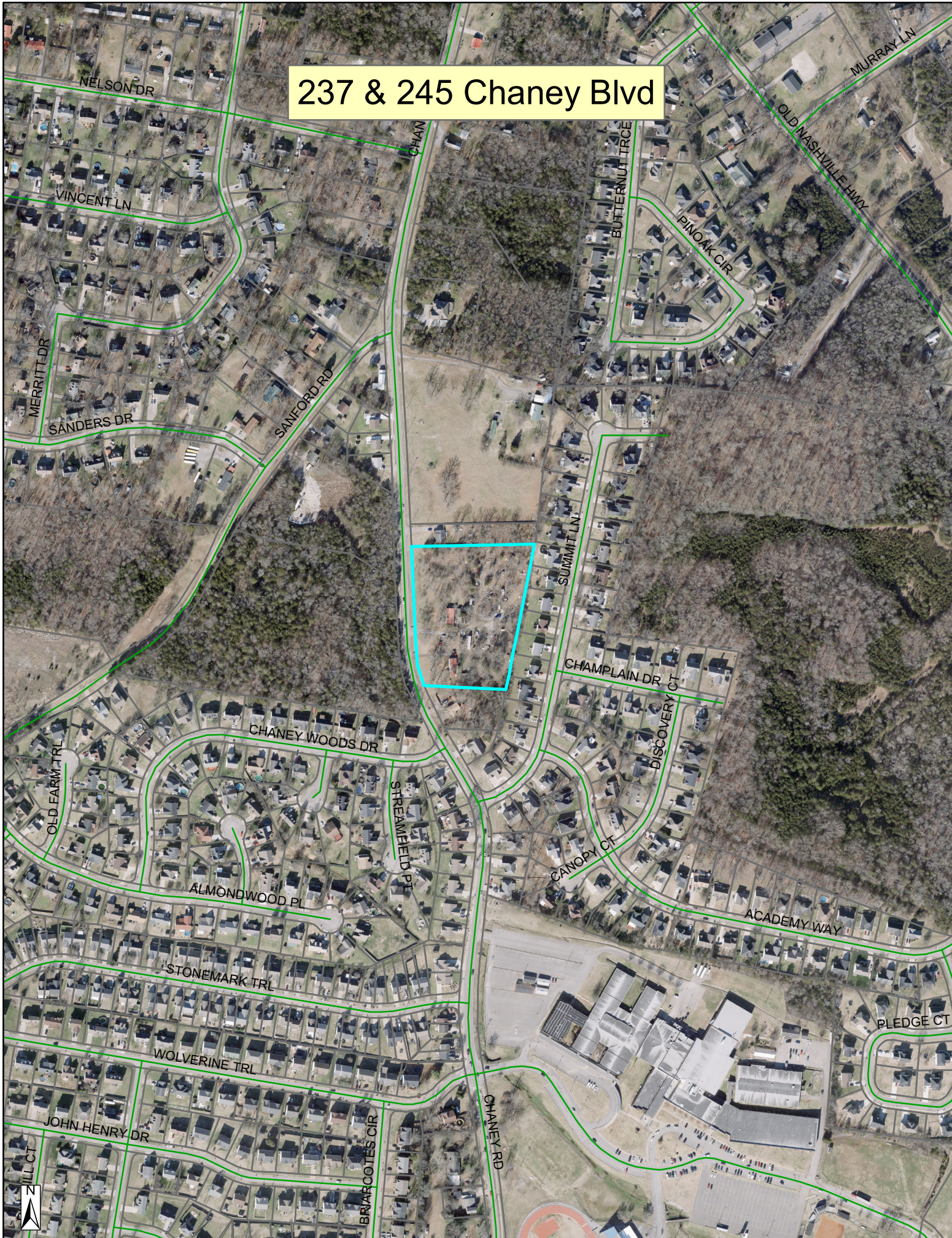
Concept Plan

1 Of 1

Page 226 of 307

237 & 245 Chaney Blvd





237 & 245 Chaney Blvd



237 & 245 Chaney Blvd





AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: February 2, 2023

Item Title: First Reading - **Ordinance #2023-03** - An Ordinance to Amend the City of La Vergne Zoning Ordinance by Changing the Official Zoning Map for a portion of Tax Map 18K, Group A, Parcel 6, Consisting of Approximately 13.63 Acres, Located near Wheeler Street and Jefferson Pike, From an I-1 (Light Industrial) Zoning District to an I-2 (Heavy Industrial) Zoning District. (Received an unfavorable recommendation from the Planning Commission on December 27, 2022. A public hearing will be held on Tuesday, February 1, 2023 at 6:30 p.m.)

Department: Planning

Presented By: Bo Logan

Item Attachments:

1. Deferral Request Letter
2. Ordinance #2023-03

Summary:

UPDATE: The applicant has requested a deferral until next month.

This is a rezoning request to rezone one parcel of property that is near Wheeler Street and Jefferson Pike from I-2 (Light Industrial) to I-3 (Heavy Industrial). This received an unfavorable recommendation from the Planning Commission on December 27, 2022. A public hearing will be held for this item on Tuesday, February 7, 2023 at 6:30 p.m.

Background Information:

Per the applicant, the purpose of this rezoning is to pursue the development of industrial property by expanding the existing 84 Lumber facility. No formal plan has been offered at this time. There is a mixture of zoning in the area, including R-1 (Low Density Residential), R-2 (Medium Density Residential), I-1 (Light Industrial) and I-2

(Heavy Industrial). The property that borders this site on the south and west is R-2. The east side of this property is currently I-1. The parcel to the north is zoned I-2.

Financial Summary:

Revenues: The city could possibly receive additional impact fees and property taxes from any buildings that might be built on the property. Expenditures: Other than normal services being provided by the city, there are no specific expenditures required from the city for the development of this property.

Staff Recommendation:

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

February 2, 2023

Bruce E. Richardson, CMFO, CMC
City Administrator / City Recorder
City of La Vergne
5093 Murfreesboro Road
La Vergne, TN 37086

Mr. Richardson:

On behalf of my clients and their request to rezone a portion of the 84 Lumber property along Wheeler Street to expand their operations, we would like to formally request a 30-day deferral for this rezoning application. This will provide us with the time to evaluate the concerns of neighbors.

If you should have any questions regarding this deferral request, feel free to call me at 615-890-7901 or email me at mtaylor@sec-civil.com to discuss them.

Sincerely,



Matt Taylor, P.E.
Vice-President
SEC, Inc.

ORDINANCE #2023-03

AN ORDINANCE TO AMEND THE CITY OF LA VERGNE ZONING ORDINANCE BY CHANGING THE OFFICIAL ZONING MAP FOR A PORTION OF TAX MAP 18K, GROUP A, PARCEL 6, CONSISTING OF APPROXIMATELY 13.63 ACRES, LOCATED NEAR WHEELER STREET AND JEFFERSON PIKE, FROM AN I-1 (LIGHT INDUSTRIAL) ZONING DISTRICT TO AN I-2 (HEAVY INDUSTRIAL) ZONING DISTRICT.

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

WHEREAS, the City of La Vergne Planning Commission, on December 27, 2022, made an unfavorable recommendation to the Board of Mayor and Aldermen that this request be approved.

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

SECTION 1. That the Zoning Ordinance be and is hereby amended by making certain changes to the Official Zoning Map for the City of La Vergne, by changing a portion of the property identified as Tax Map 18K, Group A, Parcel 6 from an I-1 (Light Industrial) Zoning District to an I-2 (Heavy Industrial) Zoning District. This property consists of approximately 13.63 acres and is owned by 84 Lumber, who authorized the submittal of application #ZR-2022-04 for the rezoning of this property, which is attached to and made a part of this ordinance as though copied herein.

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

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

LEGAL STATUS PROVISIONS

Approved and certified by the Planning Commission:

Chairman

Date

Public Hearing Held: _____

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.

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

REZONING REQUEST APPLICATION

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

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

Request No. ZR-2022-04

(Assigned by the City Recorder)

Date Submitted: 11/28/2022

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

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

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

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

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

City: MURFREESBORO State: TN Zip: 37129

SECTION 2 - Property Information for the Rezoning Request

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

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

Project Name: 84 LUMBER

Project Address: WHEELER STREET

Existing Land Use: VACANT

Proposed Land Use: STORAGE/PRODUCTION

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

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

Applicant's Signature: Yh. Brian L. Lerner Date: 12/14/2022

CITY OF LA VERGNE
PLAN REVIEW APPLICATION

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

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

Project Name: 84 LUMBER

Project Address: WHEELER STREET

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

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

Existing Zoning District LIGHT INDUSTRIAL (I-1)

Tax Map(s) & Parcel Number(s): TAX MAP 018K GROUP A' PARCEL 6.00

Check one or more of the following:

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

*These requests require an additional application form.

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

Environmental Constraints on Site?

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

Engineer/Designer (if applicable) Print Name BRIAN GROVER

Address 850 MEADOW LN BLVD Zip Code 37129

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

Attorney (if applicable) Print Name _____

Address _____ Zip Code _____

Daytime Phone _____ Fax _____ E-mail _____

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

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

Applicant (if other than owner)Print Name BREAN GROVER Signature Brian GroverAddress 850 MIDDLE TN BLVD Zip Code 37129Daytime Phone 615-648-7085**Owner(s)**Print Name Jim Zaurick Signature [Signature]Address 1019 Route 519 EIGHTH FIVE PA Zip Code 15330Daytime Phone 412 947 0066

Print Name _____ Signature _____

Address _____ Zip Code _____

Daytime Phone _____

Certification Statement

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

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


Signature

11-23-22

Date

Jim Zaunick ASSIST Secretary

Printed Name and Title

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



11/23/2022

Date

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

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

SEC, Inc.

SITE ENGINEERING CONSULTANTS

Engineering • Surveying • Land Planning
850 Middle Tennessee Blvd, Murfreesboro, TN 37129

December 15, 2022

Bo Logan
City of LaVergne
Planning Department
5175 Murfreesboro Rd
La Vergne, TN 37086

RE: 84 Lumber on Jefferson Pike
Requesting Rezoning
LaVergne, TN
SEC#22778

Dear Mr. Logan,

Please accept this letter and the revised accompanying materials as our application to rezone the property at Wheeler Street. We have previously included a check in the amount of \$750 for the review fee. We have included the application forms, checklist, label matrix, and owner affidavit. In addition, we have included 10 folded copies of the project concept plan. A digital copy has been emailed to you as well.

84 Lumber has been operating in the LaVergne area for approximately twenty years and is seeking to grow. This rezoning will allow for 84 Lumber to expand its operations. The parcel is currently zoned Light Industrial (I-1) and is identified as Parcel 6.00 of Tax Map 18K. We are seeking to rezone approximately 13.63 acres to Heavy Industrial (I-2), with approximately 1.28 acres remaining as Light Industrial (I-1) along Jefferson Pike. The existing 84 Lumber property to the north is zoned Heavy Industrial (I-2). Land to the east is zoned Light Industrial (I-1). Land to the southeast, west, and southwest are zoned Medium Density Residential (R-2). This request will allow 84 Lumber to expand its operations by providing additional storage areas and a manufacturing component that produces Engineered Wood Products. Currently, the parcel is vacant and heavily wooded, with a gas easement as its largest feature. The proposed site shall be accessed through the existing 84 Lumber property, which is accessed by Wheeler Street. This request is consistent with other developments along this industrial corridor.

If you should have any questions or I may be of further assistance, I can be contacted at 615-890-7901 or via email at mtaylor@sec-civil.com. Our fax number is 615-895-2567.

Sincerely,



Matt Taylor, P.E.
Vice-President
SEC, Inc.



LUMBER COMPANY

1019 Route 519 | Eighty Four, PA 15360 | 724-228-8820

December 15, 2022

City of La Vergne
5093 Murfreesboro Road

Re: Statement of Operations
84 Lumber New EWP Operation
Wheeler Street

The proposed 84 Lumber project consists of a 6,825 sf manufacturing facility, which includes a 875 sf office area, and an asphalt paved storage yard. This EWP (Engineering Wood Products) operation will be a supplement to the existing manufacturing facility, located directly across Wheeler Street. The EWP operation will employ approx. 3-5 people and the hours of operation for the will be approximately 7 AM to 6 PM Monday through Friday. The daily operations consist of converting large lengths of engineered lumber to project specific orders. Fork lifts are used to move the material from the yard onto a conveyor, and after the product is cut to specification, unload the material from the outgoing rollers and store the product in the yard for shipment. Deliveries inbound will consist of 2-3 tractor trailers in the morning(6AM-7AM) and 2-3 in the afternoon (3PM -4PM). Outbound deliveries will be the same. The facility is not open to the public.

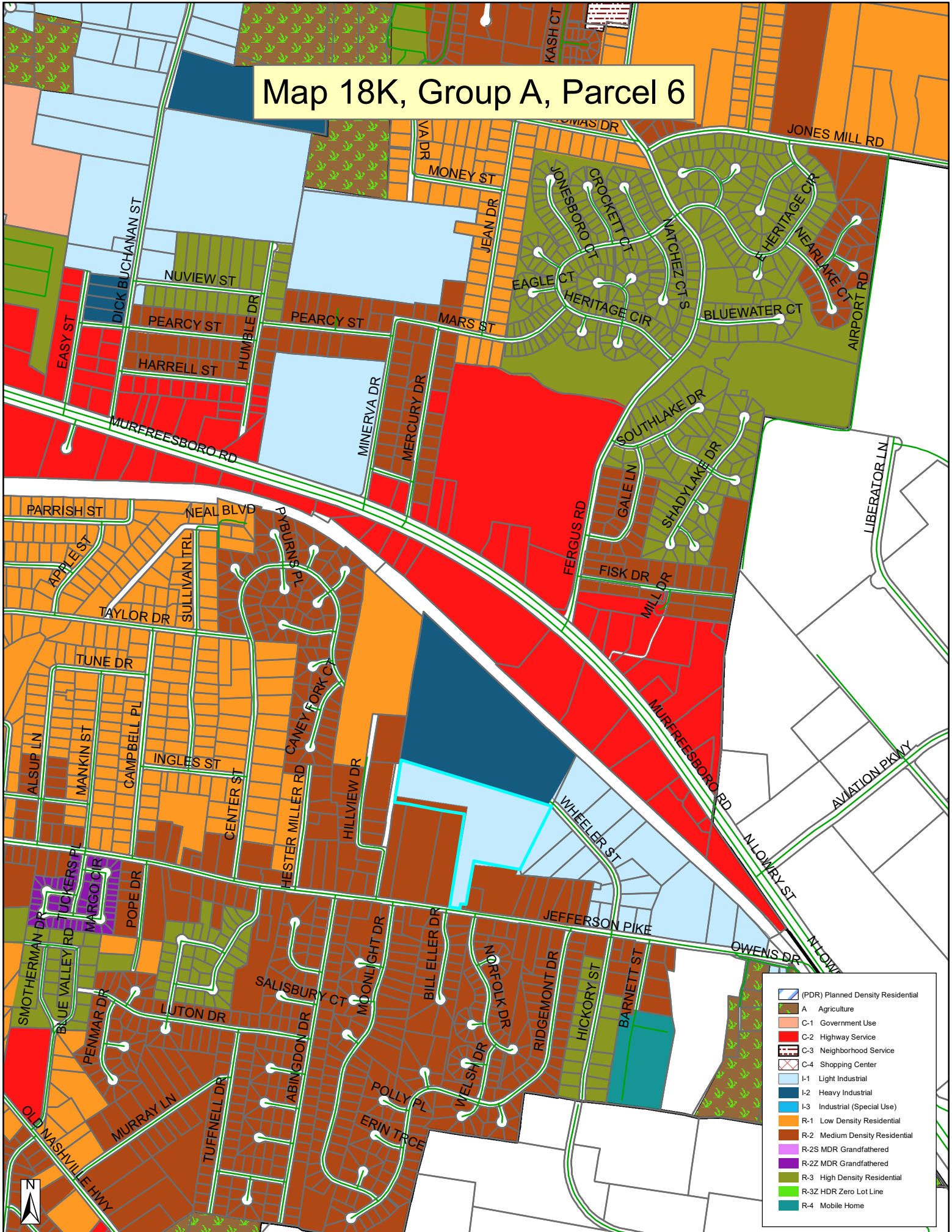
Sincerely,
84 Lumber

James A. Zaunick, P.E.

Map 18K, Group A, Parcel 6



Map 18K, Group A, Parcel 6



- (PDR) Planned Density Residential
- A Agriculture
- C-1 Government Use
- C-2 Highway Service
- C-3 Neighborhood Service
- C-4 Shopping Center
- I-1 Light Industrial
- I-2 Heavy Industrial
- I-3 Industrial (Special Use)
- R-1 Low Density Residential
- R-2 Medium Density Residential
- R-2S MDR Grandfathered
- R-2Z MDR Grandfathered
- R-3 High Density Residential
- R-3Z HDR Zero Lot Line
- R-4 Mobile Home



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: February 2, 2023

Item Title: First Reading - Ordinance #2023-04 - An Ordinance to Amend the Fiscal Year 2022-2023 State Street Aid Fund Budget.

Department: Finance

Presented By: Phillis Rogers

Item Attachments: 1. Ordinance #2023-04

Summary:

This ordinance is to amend the State Street Aid Budget for 2022-2023 for repair and maintenance of roads.

Background Information:

This ordinance, as amended, will allow for paving of Holland Ridge Drive and Bill Stewart Blvd in La Vergne that was not included in the fiscal year 2022-2023 budget.

Financial Summary:

The cost for paving and striping will be approximately \$800,000 and will come from the Fund Balance of the State Street Aid Fund.

Staff Recommendation:

Staff recommends approval

ORDINANCE #2023-04

AN ORDINANCE TO AMEND THE FISCAL YEAR 2022-2023 STATE STREET AID FUND BUDGET.

BE IT ORDAINED By the Board of Mayor and Aldermen of the City of La Vergne as follows:

The 2022-2023 Budget is hereby amended for the **State Street Aid Fund** by providing for:

Increased Expenditures for account number:

121-43100-268	Repair & Maintenance Roads	\$	800,000
---------------	----------------------------	----	---------

Decrease Fund Balance:

121-37840	Transfer from Fund Balance	\$	800,000
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THIS ORDINANCE SHALL TAKE EFFECT FROM AND AFTER THE DATE OF FINAL PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: February 2, 2023

Item Title: First Reading - Ordinance #2023-05 - An Ordinance to Amend the Fiscal Year 2022-2023 General Fund Budget.

Department: Finance

Presented By: Bruce Richardson

Item Attachments: 1. Ordinance #2023-05

Summary:

This is an ordinance to amend the Fiscal Year 2022-2023 General Fund Budget for the Planning Retreat that is scheduled for March 8-10, 2023.

Background Information:

This is a budget amendment to provide funding for the Strategic Planning Retreat that will be held March 8-10, 2023. This should cover the costs for travel, lodging, food, materials and sessions that are still being planned by city staff. The Strategic Planning Retreat this year will be different than what we have been doing in the past.

We plan to meet offsite to minimize distractions and we plan to do some actual strategic planning for the next 5-10 years and conduct some team building exercises between the Board and Department Heads. In past years, the planning retreat has essentially been a pre-budget workshop that primarily focused on the next fiscal year.

The city needs to set goals and put a plan in place to achieve those goals.

Financial Summary:

The estimated cost for the Strategic Planning Retreat is \$12,000.

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2023-05

AN ORDINANCE TO AMEND THE FISCAL YEAR 2022-2023 GENERAL FUND BUDGET.

BE IT ORDAINED By the Board of Mayor and Aldermen of the City of La Vergne
as follows:

The 2022-2023 Budget is hereby amended for the **General Fund** by providing for:

Increased Expenditures for account number:

110-41810-378	City Hall - Employee Relations	\$	12,000
---------------	--------------------------------	----	--------

Decrease Fund Balance:

110-37840	Transfer from Fund Balance	\$	12,000
-----------	----------------------------	----	--------

**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:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: February 2, 2023

Item Title: **Resolution #2023-03** - A Resolution to Adopt a Social Media Policy for the City of La Vergne.

Department: Public Relations

Presented By: Anne Smith

Item Attachments: 1. Resolution #2023-03

Summary:

The public relations department, along with city administration and legal counsel, has prepared a social media policy to provide guidance regarding social media communications, including but not limited to external and internal standards, rules for when to delete comments not approved by the city, records retention, and content management.

Background Information:

A large portion of this document deals with social media posts that receive comments from citizens or community members that are abusive, lewd, and/or inappropriate. We want to provide a safe environment for discussion while also recognizing any rights afforded to the community through the first amendment. In this document, we lay out circumstances in which comments or messages may be removed.

Financial Summary:

There is no cost to the city to adopt this resolution.

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2023-03

A RESOLUTION TO ADOPT A SOCIAL MEDIA POLICY FOR THE CITY OF LA VERGNE.

WHEREAS, The City of La Vergne recognizes online social media has made personal expression on public or semipublic websites common place; and

WHEREAS, The free speech rights afforded by the United States and Tennessee Constitutions are of utmost importance to the City, its officials, and employees; and

WHEREAS, The City of La Vergne has an interest in cultivating and maintaining a positive presence on the internet.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of La Vergne that the following policy is hereby approved and adopted.

City of La Vergne – Social Media Policy

PURPOSE: The City of La Vergne's use of social media platforms is intended to expand and enhance communication to a growing number of citizens who rely on social media for news and updates about La Vergne. The goal of the City's use of social networking is to communicate and promote information about the business of the City and how we serve our citizens. The main goals of the City's social media communications are to provide communications in a timely manner about city news and matters of interest to social media followers.

PLATFORMS: The policy applies to all social media outlets used by the City of La Vergne, which at the time of adoption of this policy include Facebook, Twitter, YouTube, Instagram, and Nextdoor. More outlets may be added as social media opportunities continue to expand.

POLICY COMPONENTS: This policy is divided into two components:

- An external policy establishing standards for use of the City's social media outlets by the public.
- An internal policy establishing standards for City employees who are authorized to post and manage content on official City of La Vergne social media pages.

EXTERNAL: Public Use of Social Media

CONTENT STANDARDS: The City of La Vergne invites and encourages people to discuss issues affecting the City on its social media sites, which serve as limited public forums. However, the City of La Vergne will not allow posts to remain that include:

- Comments not topically related to the post;
- Comments in support of or in opposition to political campaigns or ballot measures;
- Profane language or content;

- Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability, or sexual orientation;
- Sexual content or links to sexual content;
- Solicitations of commerce;
- Information that may compromise the safety or security of the public or public systems;
- Content that violates a legal ownership interest of any other party.

The City of La Vergne reserves the right to close a conversation if comments stray from the context of the original post.

PERSONAL INFORMATION: The confidentiality and privacy of individuals should be considered high priority. Social media users should not include individual addresses, phone or email information in social media postings without permission.

CITY'S RIGHTS TO POSTED INFORMATION: All messages, images and information posted on the City's social media or sent to the City by electronic means will be considered public information. The City may repost or disseminate such messages, images and information as it deems appropriate.

RECORDS RETENTION: The City of La Vergne's official social media sites are subject to applicable public records laws. Any content maintained in a social media format related to City business, including communication posted by the City and communication received from citizens, is a public record. The City will engage and retain a social media archiving service to maintain a data record of all social media activity for public records purposes. The City is responsible for responding completely and accurately to any public records request for social media content.

INTERNAL: Administration of Social Media

MANAGING CONTENT: The City of La Vergne will use a distributed control model for managing social media content. This means that control is distributed to several groups within one government, but with one gatekeeper per site. The Public Information Officer will serve as the one gatekeeper for all official City of La Vergne social media sites.

The Public Relations Department is responsible for the development of the City of La Vergne social media strategy and oversight of the policies and procedures pertaining to the social media outlets used by the City. The Public Relations Department will establish social media sites when needed and distribute access to user names, passwords and instructions on how to access the different social media sites. Any department wishing to create a new social media outlet must first consult with the Public Information Officer. With the City Administrator, the Public Information Officer will approve any social media sites used by the City and serve as an administrator on each authorized City social media page.

Each department will designate authorized individuals to serve as Page Administrators, who will be responsible for posting, monitoring, and/or updating social media information. A list of Page Administrators will be maintained by the Public Relations Department.

Department directors and each department's Page Administrator(s) are responsible for the content of their department's social media information and are authorized to post information on official City of La Vergne social media outlets. No other departmental employees are to post information on behalf of the City without prior authorization.

Posts by the public on the City's social media pages are to be monitored by Page Administrators, and any posts that violate the content standards established in the City's External Policy for Public Use of Social Media are to be deleted. However, Page Administrators must consult with the Public Information Officer before deleting a comment. Criticism and irritating comments are not acceptable reasons for deleting comments. Whenever any content is determined to meet criteria for deletion from a page, the content shall be retained, and a record shall be kept of the reason for the deletion. Unless the speech clearly falls into an unprotected category, First Amendment challenges can be anticipated. The following measures are to be observed for all deleted content:

1. Take a screen shot of the deleted message.
2. Document why the message was removed and the policy the message violated.
3. Save a copy of this documentation for your files and send this information in an email to the Public Information Officer.
4. To facilitate fulfillment of future public records requests, please use the following protocol for the subject line of said email:
 - a. Comment Deletion – [social media platform name] – [date].
 - i. For example: Comment Deletion – Facebook – 01-01-2023.

Page Administrators should avoid engaging in online debates with commenters but should instead react positively and provide factual information, if appropriate. Please consult with the Public Information Officer for assistance if needed.

POLICY UPDATES: The Public Relations Department and Administration will routinely review and propose updates to the social media policy to comply with applicable federal and state laws and regulations.

RESOLVED this 7th day of February, 2023.

Jason Cole, Mayor

ATTEST:

Bruce E. Richardson, City Recorder



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: February 2, 2023

Item Title: **Resolution #2023-04** - A Resolution to Amend the City's Employee Policy Regarding the Deputy Police Chief.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. Resolution #2023-04

Summary:

This will reverse the Resolution that was adopted by the Board in May 2022 regarding who the Deputy Police Chief reports to.

Background Information:

In May, 2022, the Board approved Resolution #2022-12, which moved the direct report of the Deputy Chief from the Police Chief to the City Administrator. This change was made for medical reasons. The medical purpose is no longer needed, so staff is requesting that the Deputy Chief be moved back to reporting directly to the Police Chief.

Financial Summary:

N/A

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2023-04

A RESOLUTION TO AMEND THE CITY'S EMPLOYEE POLICY REGARDING THE DEPUTY POLICE CHIEF.

WHEREAS, the Deputy Police Chief currently reports directly to the City Administrator; and

WHEREAS, the Deputy Police Chief and Police Chief request that the Deputy Police Chief be relieved from directly reporting to the City Administrator and instead be required to report directly to the Police Chief.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF LAVERGNE, TENNESSEE, AS FOLLOWS:

That the City's employee policy be and hereby is amended to the extent necessary to relieve the Deputy Police Chief from reporting directly to the City Administrator, and to instead require that the Deputy Police Chief report directly to the Police Chief.

Resolved this the 7th day of February, 2023.

Jason Cole, Mayor

ATTEST:

Bruce E. Richardson, City Recorder



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: February 2, 2023

Item Title:	Motion to Approve a Real Estate Purchase and Sale Agreement with Noon Real Estate, LLC to Purchase the Stormwater Building Located at 5175 Murfreesboro Road.
Department:	City Attorney
Presented By:	Evan Cope
Item Attachments:	None

Summary:

This is an item to approve a proposed real estate purchase and sale agreement with Noon Real Estate to purchase the current Stormwater Building.

Background Information:

At the September 2021 meeting, the Board approved a Resolution authorizing the Mayor to enter into a contract for the sale and lease of the Stormwater Building located at 5175 Murfreesboro Road. A letter of intent from D7-5, LLC, but that agreement was eventually terminated by the buyer. Since that time, negotiations have occurred between the city and Noon Real Estate for the purchase of this property.

The proposed purchase price from Noon Real Estate is \$925,000. An appraisal that the city completed in September 2021, put the value of that property at \$950,000. If this property is developed for retail as planned, the sales taxes received will more than cover the difference between the purchase price and the appraised value. As a part of this sale, there will also be a lease agreement so the city offices in that building can remain there until the new public works facility can be built and moved into.

Mr. Cope has been working with Noon Real Estate on the purchase contract. At this time, those documents are not complete. We hope to have documents ready for the workshop on Thursday.

Financial Summary:

The proposed selling price is \$925,000, which would be earmarked to go toward the construction of the new Public Works and Community Development Services Facility.

Staff Recommendation:

Staff recommends approval.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: February 2, 2023

Item Title: Motion to Authorize the City to Obtain an Appraisal for an Easement from Piedmont Gas.

Department: City Attorney

Presented By: Evan Cope

Item Attachments: 1. Proposed Easement

Summary:

This is an item where the City Attorney is requesting that the City obtain an appraisal for an easement that has been requested by Piedmont Gas for a gas line that is on the City Hall property.

Background Information:

Back in November/December, Piedmont Gas needed to do some maintenance on a portion of their gas line that is located on City Hall property. They came in and disturbed a large portion of the area near the pavilion next to the Multi-Purpose Building. During this process, it was discovered that Piedmont did not have an easement with the city for that gas line. Piedmont has submitted a proposed easement, but Mr. Cope would like to get an appraisal to make sure that the value being offered to the city is adequate for that easement.

Financial Summary:

The only cost to the city would be the fee necessary to get the appraisal. We have not requested quotes from anyone at this time.

Staff Recommendation:

Staff recommends approval.

EASEMENT

Prepared by: Jeffrey E. James, Attorney, 4720 Piedmont Row Dr., Charlotte, NC 28210
Return Recorded Document To: Percheron Professional Services 5550 77 Center Dr., Suite 310, Charlotte, NC 28217

STATE OF TENNESSEE

COUNTY OF RUTHERFORD

For Internal Informational Purposes Only
LINE NO. Emergency Murfreesboro Pk Valve Repl
PROJECT TRACT NO. 319-RUTH-002_000
PROJECT NO. 0236392
PARCEL ID #: 1501100000

THIS **"EASEMENT"** is made and granted as of this ____ day of _____, 20__, from **CITY OF LAVERGNE, RUTHERFORD COUNTY, TENNESSEE** ("**Grantor**", whether one or more), to **PIEDMONT NATURAL GAS COMPANY, INC.**, a North Carolina corporation ("**Piedmont**").

WHEREAS, Grantor is the owner of, or has an interest in, that property situated in the County of Rutherford, Tennessee as more particularly described in the instrument recorded in Book 240, Page 480, Rutherford County Registry (the "**Property**").

NOW, THEREFORE, Grantor for and in consideration of the sum of Seventeen Thousand Four Hundred Sixty-Two Dollars (\$17,462.00), the receipt and legal sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, and conveys unto Piedmont, its successors and assigns the following easement(s) and right(s) of way under, upon, over, through, and across the Property, as shown on the survey attached hereto as **Exhibit A** and incorporated herein by reference (the "**Survey**").

Pipeline Easement. A perpetual easement under, upon, over, through, and across that portion of the Property, generally .428 acres wide, designated "Pipeline Easement" on the Survey (the "**Pipeline Easement Area**") for purposes of constructing, installing, maintaining, operating, repairing, altering, replacing, removing, relocating, inspecting, upgrading, and protecting one or more pipelines (which pipelines shall be underground) and appurtenant facilities (including, without limitation: at or below grade valves and anode beds; and above ground markers, cathodic protection equipment, bollards) for the transportation of natural gas.

For purposes of this EASEMENT, the term "**Easements**" shall refer collectively to all easements described above and as depicted on the Survey and the term "**Easement Areas**" shall refer collectively to all the easement areas described above and as depicted on the Survey.

Piedmont's Use. Piedmont shall have all rights necessary or convenient for the full use and enjoyment of the rights herein granted, including, without limitation: (1) reasonable access across the Property to and from the Easement Areas, and (2) the right, but not the obligation, to clear and keep the Easement Areas cleared of vegetation, undergrowth, trees (including overhanging limbs and foliage), buildings, structures, installations, and any other obstructions which unreasonably interfere with the rights granted herein (collectively, "**Obstructions**"). Some or all of the natural gas pipelines and appurtenant facilities (collectively, as described and permitted in the Easements granted herein, the "**Facilities**") may be installed now and/or in the future. All Facilities shall be and remain the property of Piedmont and may be removed by it at any time and from time to time.

Grantor's Reservation of Rights. Grantor reserves the right to use the Property and Easement Areas for all purposes that do not unreasonably interfere with the rights granted herein and that are not inconsistent with any applicable federal, state, or local law, rule, or regulation. Grantor may change the use of the Easement Areas or install certain Obstructions within the Easement Areas if Grantor has obtained prior written approval from Piedmont, which approval shall not be unreasonably withheld, conditioned or delayed. Anything to the contrary herein notwithstanding, Grantor shall not: (1) unreasonably interfere with Piedmont's access to or maintenance of the Facilities or the Easement Areas; (2) endanger the safety of Grantor, Piedmont, the general public, private or personal property, or the Facilities; or (3) install or maintain, or permit to be installed or maintained, any Obstructions within the Easement Areas except as approved in writing by Piedmont.

Damages. Piedmont shall be responsible for actual physical damage to (1) the land within the Property and Easement Areas and (2) improvements and annual crops located on the Property that are not in violation of the terms hereof, to the extent caused by Piedmont in exercising the rights granted herein, provided that a claim is made by Grantor within one hundred and twenty (120) days after such damages are sustained. Piedmont shall restore and level the surface of the Easement Areas to a condition which is reasonably close to the condition existing immediately prior to Piedmont's use of the Easement Area, excepting those permanent alterations which may be permitted in connection with each Easement above, if any, and earthen water bars to prevent erosion. Piedmont shall not be liable for any damage caused to Obstructions or improvements installed in violation of the terms hereof and may remove them at Grantor's expense without Grantor's prior approval or permission.

No Waiver or Additional Representations. The failure by Piedmont to exercise and/or enforce any of the rights, privileges, and Easements herein described shall not be construed as a waiver or abandonment of any such rights, privileges and

Easements, and Piedmont thereafter may exercise and/or enforce, at any time and from time to time, any or all of them. It is understood and acknowledged by the undersigned that the person securing this grant on behalf of Piedmont is without authority to make any agreement with regard to the subject matter hereof which is not expressed herein, and that no such agreement will be binding on Piedmont.

Ownership of the Property. Grantor represents, warrants and covenants that it is the lawful owner of the Property and has the right to convey the rights set forth herein and that the Property is free from all encumbrances, except for encumbrances of record. Grantor represents it has obtained any necessary approvals from any applicable tenant interests.

To have and to hold said rights, privileges, and Easements unto Piedmont, its affiliates, successors, and assigns. Piedmont, its successors and assigns, shall have the right to assign, license, lease, or otherwise transfer, in whole or in part, this EASEMENT, or any rights granted herein, to any person or entity, including but not limited to, any affiliated parent or subsidiary entity of Piedmont, for the uses and purposes expressly stated herein. This EASEMENT shall run with the land and inure to the benefit of and be binding upon Grantor, Piedmont and their respective heirs, successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this EASEMENT has been signed under seal by Grantor, as of the date first above written.

GRANTOR:

CITY OF LAVERGNE, RUTHERFORD COUNTY, TENNESSEE

By: _____

Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public for _____ County, _____, certify that _____ personally came before me this day and acknowledged that he (or she) is _____ of City of Lavergne, Rutherford County, Tennessee, and that he (or she), in such capacity, being authorized to do so, executed the foregoing Easement on behalf of the corporation.

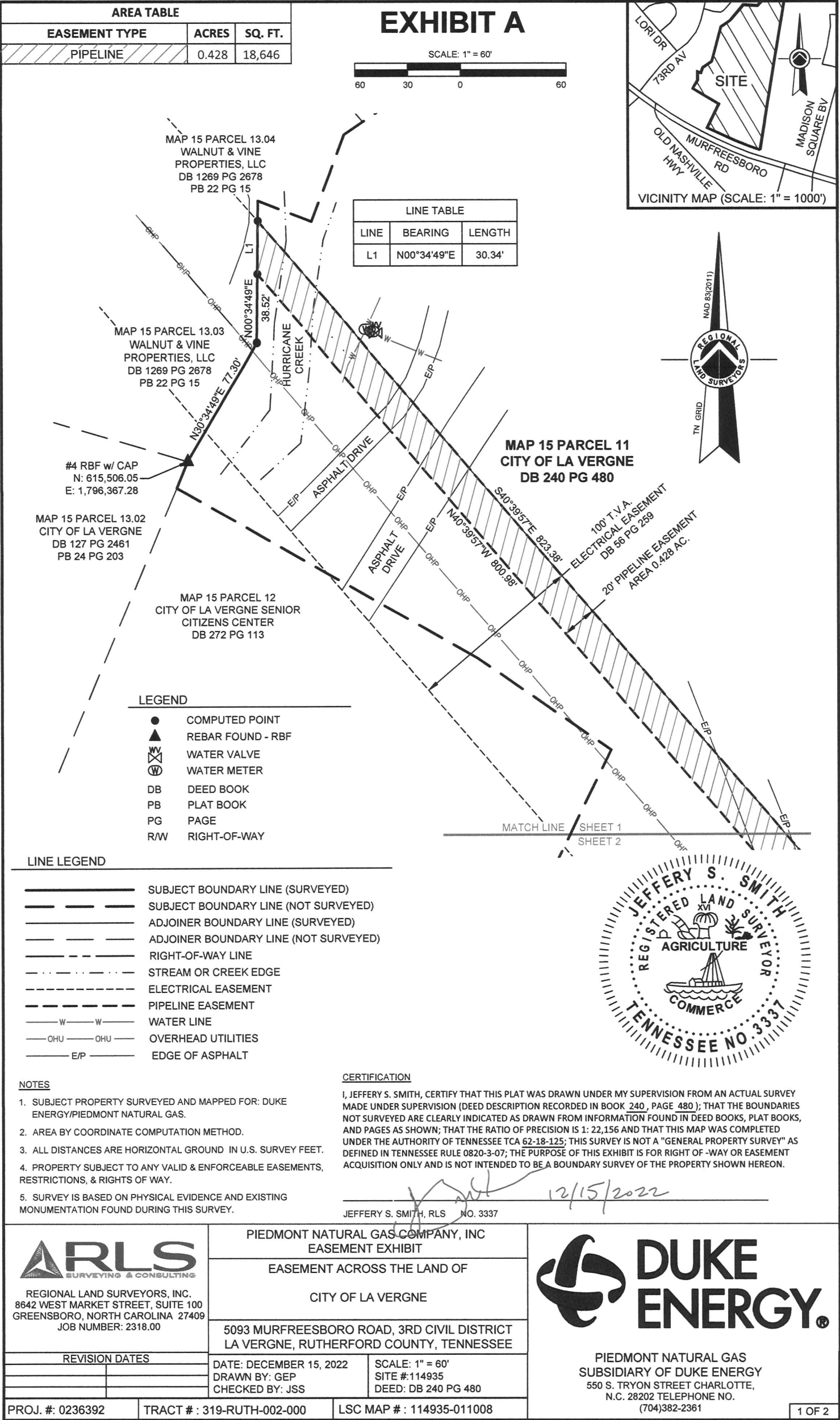
Witness my hand and official seal this the ____ day of _____, 20__.

[NOTARY SEAL]

_____ Sign

_____ Print

My commission expires: _____



NOTES

1. SUBJECT PROPERTY SURVEYED AND MAPPED FOR: DUKE ENERGY/PIEDMONT NATURAL GAS.

2. AREA BY COORDINATE COMPUTATION METHOD.

3. ALL DISTANCES ARE HORIZONTAL GROUND IN U.S. SURVEY FEET.

4. PROPERTY SUBJECT TO ANY VALID & ENFORCEABLE EASEMENTS, RESTRICTIONS, & RIGHTS OF WAY.

5. SURVEY IS BASED ON PHYSICAL EVIDENCE AND EXISTING MONUMENTATION FOUND DURING THIS SURVEY.

CERTIFICATION

I, JEFFERY S. SMITH, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 240, PAGE 480); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN DEED BOOKS, PLAT BOOKS, AND PAGES AS SHOWN; THAT THE RATIO OF PRECISION IS 1: 22,156 AND THAT THIS MAP WAS COMPLETED UNDER THE AUTHORITY OF TENNESSEE TCA 62-18-125; THIS SURVEY IS NOT A "GENERAL PROPERTY SURVEY" AS DEFINED IN TENNESSEE RULE 0820-3-07; THE PURPOSE OF THIS EXHIBIT IS FOR RIGHT OF -WAY OR EASEMENT ACQUISITION ONLY AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN HEREON.

JEFFERY S. SMITH, RLS

NO. 3337

ARLS

SURVEYING & CONSULTING

REGIONAL LAND SURVEYORS, INC.

8642 WEST MARKET STREET, SUITE 100

GREENSBORO, NORTH CAROLINA 27409

JOB NUMBER: 2318.00

REVISION DATES

PIEDMONT NATURAL GAS COMPANY, INC

EASEMENT EXHIBIT

EASEMENT ACROSS THE LAND OF

CITY OF LA VERGNE

5093 MURFREESBORO ROAD, 3RD CIVIL DISTRICT

LA VERGNE, RUTHERFORD COUNTY, TENNESSEE

DATE: DECEMBER 15, 2022

DRAWN BY: JEP

CHECKED BY: JSS

SCALE: 1" = 60'

SITE #: 114935

DEED: DB 240 PG 480

DUKE ENERGY

PIEDMONT NATURAL GAS

SUBSIDIARY OF DUKE ENERGY

550 S. TRYON STREET CHARLOTTE,

N.C. 28202 TELEPHONE NO.

(704)382-2361

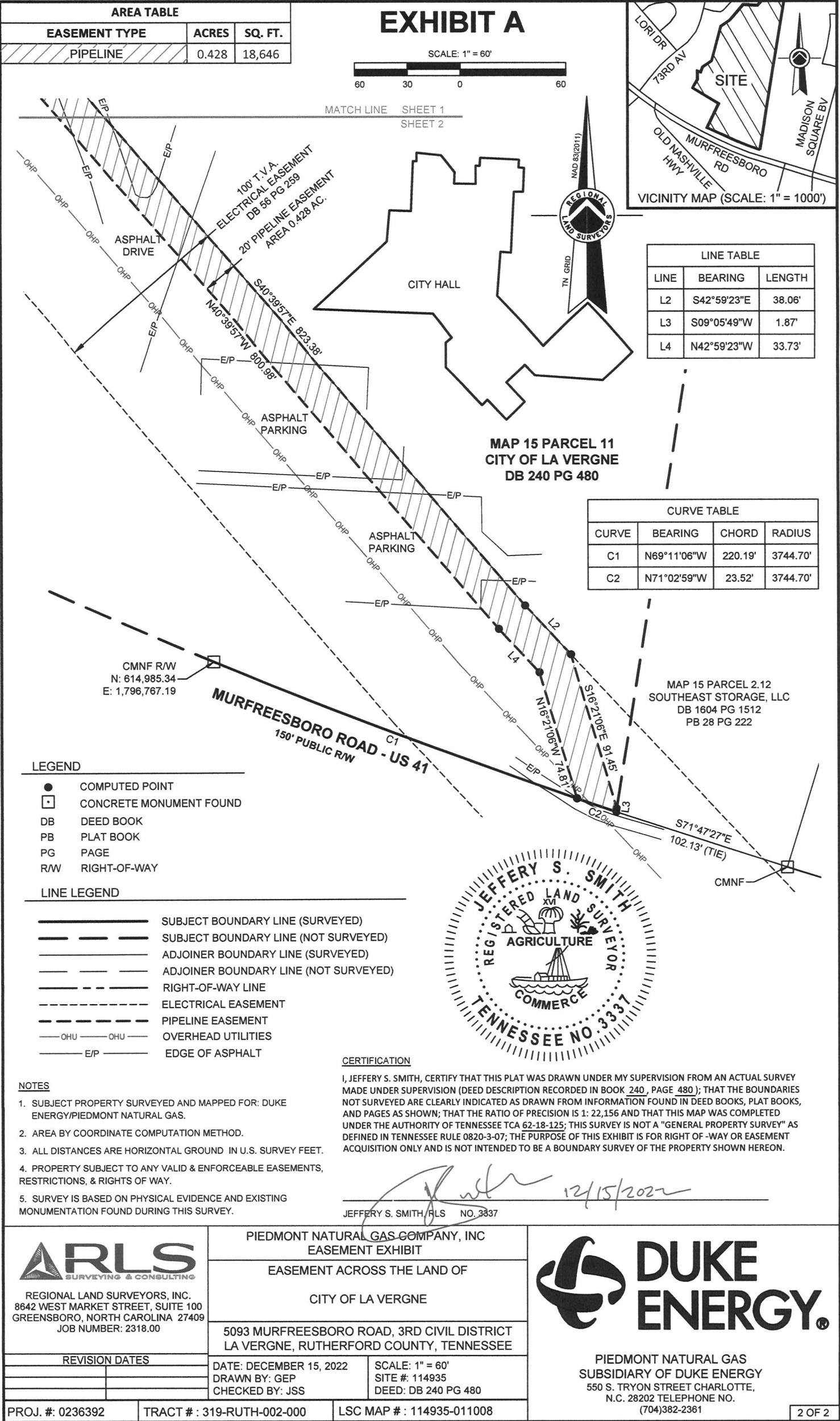
PROJ. #: 0236392

TRACT #: 319-RUTH-002-000

LSC MAP #: 114935-011008

1 OF 2

Page 260 of 307



R/W

LINE LEGEND

————

SUBJECT BOUNDARY LINE (SURVEYED)

SUBJECT BOUNDARY LINE (NOT SURVEYED)

————

ADJOINER BOUNDARY LINE (SURVEYED)

ADJOINER BOUNDARY LINE (NOT SURVEYED)

RIGHT-OF-WAY LINE

ELECTRICAL EASEMENT

PIPELINE EASEMENT

—OHU—OHU—

OVERHEAD UTILITIES

—E/P—

EDGE OF ASPHALT

NOTES

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JEFFERY S. SMITH/RLS

NO. 3337

12/15/2022

ARLS

SURVEYING & CONSULTING

REGIONAL LAND SURVEYORS, INC.

8642 WEST MARKET STREET, SUITE 100

GREENSBORO, NORTH CAROLINA 27409

JOB NUMBER: 2318.00

PIEDMONT NATURAL GAS COMPANY, INC

EASEMENT EXHIBIT

EASEMENT ACROSS THE LAND OF

CITY OF LA VERGNE

5093 MURFREESBORO ROAD, 3RD CIVIL DISTRICT

LA VERGNE, RUTHERFORD COUNTY, TENNESSEE

DATE: DECEMBER 15, 2022

DRAWN BY: GEP

CHECKED BY: JSS

SCALE: 1" = 60'

SITE #: 114935

DEED: DB 240 PG 480

PROJ. #: 0236392

TRACT #: 319-RUTH-002-000

LSC MAP #: 114935-011008

DUKE ENERGY

PIEDMONT NATURAL GAS

SUBSIDIARY OF DUKE ENERGY

550 S. TRYON STREET CHARLOTTE,

N.C. 28202 TELEPHONE NO.

(704)382-2361

2 OF 2

The following oath of consideration is required on all deeds transferring property:

STATE OF TENNESSEE
COUNTY OF _____

The actual consideration or true value, whichever is greater for this transfer is
\$_____.

Affiant

Subscribed and sworn before me, this _____ day of _____, 20____.

Notary



Total Compensation Agreement for Permanent Easement(s),
Temporary Easement(s), and/or Damages ("Agreement")

Piedmont Natural Gas Company, Inc. ("Piedmont")

Project Name:

Emergency Murfreesboro Pk Valve Repl

Project Number:

0236392

Project Tract #:

319-RUTH-002_000

Consideration:

\$17,462

Landowner:

City of Lavergne

% Ownership:

100.00%

Pay to the Order of:

City of Lavergne

Deliver Check To:

City of Lavergne

Phone: _____

5093 Murfreesboro Rd

Lavergne, TN 37085

Phone: _____

In consideration of the right(s) of way and/or easement(s) dated _____, 20__ (collectively, "Easement") granted by Landowner to Piedmont, Piedmont agrees to pay Landowner the following amounts:

PER ACRE FAIR MARKET VALUE ("FMV")		\$51,000		
PERMANENT (G662)				
	Acres	%FMV		
Permanent Easement Area	0.428	80%		\$17,462
Perm. Access Easement Area				\$0
USSE Area				\$0
Flare Site Easement Area				\$0
PERMANENT TOTAL				\$17,462
TEMPORARY (G663)				
	Acres	%FMV		
TCE Area				\$0
Temp. Access Easement Area				\$0
TEMPORARY TOTAL				\$0
CROP DAMAGES (G656)				
	SELECT ONE:		☐ Anticipated Damages	☐ Post-Construction Damages
	Type	Acres	Yield per Acre	Price per Yield Unit
Crops				\$0
Timber			1	\$0
CROP DAMAGE TOTAL				\$0
DAMAGES (G656)				
	SELECT ONE:		☐ Anticipated Damages	☐ Post-Construction Damages
Detailed Description of Damages				
DAMAGES TOTAL				\$0
GRAND TOTAL				\$17,462

Landowner agrees that all terms, provisions, and conditions of this Agreement and the Easement are and shall remain confidential and Landowner agrees not to disclose any such terms, provisions or conditions to any person or entity. Landowner agrees the amounts paid pursuant to this Agreement shall constitute full and final payment for the Easement and any damages, including crops and timber, described above. Landowner understands that trees, shrubs, crops and other landscaping Piedmont removes from the Easement Areas will not be restored or replaced upon completion of its activities on Landowner's property. This Agreement shall be governed by Tennessee law.

Landowner:

Date:

_____ (SIGN)

_____ (PRINT)

_____ (SIGN)

_____ (PRINT)

Land Agent:

_____ (SIGN)

_____ (PRINT)



City of La Vergne

5093 Murfreesboro Road • La Vergne, TN 37086

Phone: (615) 793-6295 • Fax: (615) 793-6025

Website: www.LaVergneTN.gov

M E M O

DATE: JANUARY 31, 2022

TO: BOARD OF MAYOR & ALDERMEN

FROM: BRUCE RICHARDSON

RE: BEAUTIFICATION AND ARTS ADVISORY COMMITTEE

Beautification and Arts Advisory Committee		
Appointed by Mayor; Confirmed by Council - 4 Year Terms		
Name	Appointed	Term Expires
Kara Hobbs - Alderman - Chairman	December 2022	Term of Office
Vacant (Mark Bell)		April 30, 2025
Anne Marie Carter	December 2022	April 30, 2026
Tabitha Howard	May 2022	April 30, 2023
Alfred "Al" Lane	May 2022	April 30, 2025
Samantha Agee-Roark	May 2022	April 30, 2024
Dianne Zahnle	May 2022	April 30, 2026

We have a vacancy on this committee due to the resignation of Mark Bell. We have started advertising this position on Channel 3 and Social Media, but we have not received any applications. If we do not receive any applications by Tuesday, February 7, 2023, I will remove this item from the agenda.



City of La Vergne

5093 Murfreesboro Road • La Vergne, TN 37086

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M E M O

DATE: JANUARY 31, 2022

TO: BOARD OF MAYOR & ALDERMEN

FROM: BRUCE RICHARDSON

RE: BOARD OF ZONING APPEALS

Board of Zoning Appeals

Appointed by Mayor; Confirmed by Council - 4 Year Terms

Name	Appointed:	Term Expires:
Graeme Coates - Chairman	November 2007; February 2011	January 31, 2024
Craig Pollock - Vice-Chairman	October 2011	January 31, 2024
Charles Jones	July 2021	January 31, 2025
Alfred Lane	March 2022	January 31, 2026
Terrence Smith	February 2021	January 31, 2023

The term for Terrance Smith expired on January 31, 2023. We have contacted him and he would like to stay on this board. We have been advertising this position on Channel 3 and Social Media, but we have not received any other applications.

Current Applicant:

- Terrence Smith



City of La Vergne

5093 Murfreesboro Road • La Vergne, TN 37086

Phone: (615) 793-6295 • Fax: (615) 793-6025

Website: www.LaVergneTN.gov

M E M O

DATE: JANUARY 31, 2022

TO: BOARD OF MAYOR & ALDERMEN

FROM: BRUCE RICHARDSON

RE: CONSTRUCTION BOARD OF ADJUSTMENT AND APPEALS

Construction Board of Adjustment and Appeals

Appointed by Council - 4 Year Terms

Name	Appointed:	Term Expires:
David Waldron - Chairman	February 1995	January 31, 2024
Felicia Anderson - Vice-Chairman	June 2006	January 31, 2026
Theresa Hesse	October 2014	January 31, 2023
Lance Lee	March 2020	January 31, 2025
Jeff Moss	May 2022	January 31, 2023
Tammy Russell	February 2021	January 31, 2025
John Rutledge	June 2020	January 31, 2024

The terms for Theresa Hesse and Jeff Moss expired on January 31, 2023. We have contacted them to see if they would like to stay on this board. Theresa Hesse would like to stay on the board. We have not heard back from Jeff Moss. We have been advertising these positions on Channel 3 and Social Media, but have not received any other applications.

Current Applicant:

- Theresa Hesse



City of La Vergne

5093 Murfreesboro Road • La Vergne, TN 37086

Phone: (615) 793-6295 • Fax: (615) 793-6025

Website: www.LaVergneTN.gov

M E M O

DATE: JANUARY 31, 2023

TO: BOARD OF MAYOR & ALDERMEN

FROM: BRUCE E. RICHARDSON

RE: ECONOMIC DEVELOPMENT ADVISORY COMMITTEE

Economic Development Advisory Committee		
Appointed by Mayor, Confirmed by City Council - 4 Year Terms		
Name	Appointed	Term Expires
Jason Cole - Chairman (BOMA)	December 2022	Term of Office
Floyd Dennis	May 2015	June 30, 2025
Justin Greer	July 2022	June 30, 2026
Nathaniel Holzmann	November 2018	June 30, 2023
Daniel Pazych	August 2019	June 30, 2023
Vacant (Diane Sanders)		June 30, 2023
Eric Tuttobene	March 2013	June 30, 2024

We have a vacancy on this committee due to the resignation of Diane Sanders. We have been advertising this position on Channel 3 and Social Media and we have received two applications.

Current Applicants:

- Charles Frazier
- Graeme Coates

**CITY OF LA VERGNE
BOARD / COMMITTEE MEMBER APPLICATION**

Please choose which board / committee you would like to apply for: (Only choose one)

<u>Board Name</u>	<u>Normal Frequency of Meetings</u>
☐ Beer Board	As Needed
☐ Board of Zoning Appeals	Once a Month
☐ Construction Board of Adjustment and Appeals	As Needed
☒ Economic Development Advisory Committee	As Needed
☐ Employee Review Board	As Needed
☐ Greenway Advisory Committee	Once a Month
☐ Historical Preservation Advisory Committee	As Needed
☐ Library Board	Every other Month
☐ Parks & Recreation Advisory Committee	Once a Month
☐ Planning Commission	Once a Month
☐ Senior Citizen's Advisory Committee	Once a Quarter
☐ Stormwater Appeals and Advisory Board	As Needed
☐ Other _____	

APPLICANT INFORMATION

NAME: Charles R. Frazier Phone Number: [REDACTED]

ADDRESS: [REDACTED] Work Phone: [REDACTED]

La Vergne, TN 37086 E-Mail Address: [REDACTED]

What is the best time to contact you? ☐ Morning (8:00 a.m. - Noon) ☒ Afternoon (Noon - 4:30 p.m.)

What is the best way to contact you? ☐ Mail ☐ Phone ☒ E-Mail

EDUCATION AND TRAINING

	High School	Technical / Vocational	College / University	Graduate / Professional
School Name	Carroll High School		Austin Peay State University	University of Tennessee College of Law Florida Atlantic University University of Alabama School of Law
City, State	Ozark, Ala		Clarksville, TN	KNOXVILLE, TN Boca Raton, Fla Tuscaloosa, Ala
Dates Attended (Mo./Yr.)	From: 12/92 To: 5/93	From: To:	From: To:	From: 05/2005 - 8/2008 5/2016 - 8/2019 To: 08/2019 - 05/2021
Years Completed	☐ 9 ☐ 10 ☐ 11 ☒ 12	☐ 1 ☐ 2	☐ 1 ☐ 2 ☐ 3 ☒ 4	☐ 1 ☐ 2 ☐ 3 ☒ 7
Course of Study			B.B.A. Accounting / Finance	J.D.; M.Tax; LL.M (tax)
Receive a diploma? (Yes/No)			Yes	Yes

EXPERIENCE

Current Occupation: Tax and Estate Planning Attorney

Please list any Professional or Occupational Experience that would apply to the Board or Committee

you are applying for: I've been an insurance professional, IRS agent, lawyer, and business owner
since my discharge from the Army in 1995. I believe that my experience as an IRS agent gave me unique insight
into many types of business. In my law practice, I represent business owners apply state and federal
laws to resolve taxpayer matters. I owned and operated my firm here in La Vergne since Oct. 2009.

Municipal Boards / Committees on which you currently serve: None

Municipal Boards / Committees on which you have previously served: None

If you are appointed, will you have any potential conflict of interest? ☐ YES ☒ NO

If YES, what is the Conflict? I don't foresee any potential conflicts of interest resulting from service on
the economic development advisory committee.

What are the reasons why you want to serve on the Board / Committee that you have chosen?

I want to participate in anyway I can to help La Vergne grow and prosper. I have been blessed with the opportunitites to become educated about business, law, and taxation. I had the opportunity to serve our country and now I want to serve our local community.

REFERENCES

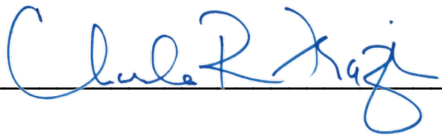
Please list three (3) Professional or Business references.

	Name	Mailing Address	Years Known	Phone
1	Lisa Pickard	██████████ LAVERGNE TN 37086	10 +	██████████
2	Andrae Crismon	██████████ Murfreesboro, TN 37129	10 +	██████████
3	Jerron Barnes	██████████ Nashville, TN 37217	10 +	██████████

I hereby affirm that the information provided on this application (and accompanying documents, if any) is true and complete to the best of my knowledge. I understand that falsified information or significant omissions may disqualify me and my application from further consideration for a Board or Committee member appointment and may be considered justification for removal from a Board or Committee, if discovered at a later date.

I waive any right of privilege, privacy, and/or confidentiality I may have in the information provided by references or others whom I have indicated may be contacted.

I hereby understand and acknowledge that, unless otherwise defined by applicable law, any relationship with this organization is of an "at will" nature, which means that the Board or Committee member may resign at any time and the Board of Mayor and Aldermen may remove the Board or Committee member at any time with or without cause. I understand, also, that I am required to abide by the Charter and Ordinances of the City of La Vergne, the Constitution and Laws of the State of Tennessee and the Constitution and Laws of the United States of America.

Signature: 

Date: Jan. 13, 2023

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

C H A R L E S R . F R A Z I E R

PROFESSIONAL EXPERIENCE

Law Offices of Charles R. Frazier – LaVergne, Tennessee

Attorney-at-Law (Oct. 2009 – Present) Principal and owner of a law office that provides legal representation for individual and business clients. Practice area focuses include representation in taxation, estate planning, and business law, including taxpayer I.R.S and Tennessee Dept. Revenue audit and collections representation, estate plan design and drafting, probate administration representation, business organization planning, and business succession planning.

Internal Revenue Service – Nashville, Tennessee

Revenue Agent (Sept. 2008 – Oct. 2009) Examine tax returns while conducting audits to determine taxpayer compliance with the Internal Revenue Code. Interviewed taxpayers and gathered facts about the taxpayer's personal or business operations. Perform research of the Internal Revenue Code, Treasury Regulations, Revenue Rulings, Revenue Procedures, and Internal Revenue Manual. Prepare administrative files, including letters, revenue agent reports, information document requests, and other documents necessary to explain and support the Internal Revenue Service's position on a taxpayer's non-compliance or compliance with the Internal Revenue Code. Negotiate with taxpayers or their representatives to resolve substantive, procedural, and other issues arising from the examination.

University of Tennessee College of Law – Knoxville, Tennessee

Law Clerk (May 2006 – Mar. 2008) Gained valuable experience in client interviewing and counseling, document drafting, business planning, and the ins and outs of business practice at several firms as a summer associate or law clerk. Collaborated with firm partners and associates to provide legal representation for firm clients with various matters at Chambliss, Bahner & Stophel, and Woolf, McClane, Bright, Allen & Carpenter. Teamed up with firm partners to provide taxation, estate planning, and business planning for firm clientele at Holbrook, Peterson & Smith.

Brikim & Associates – Clarksville, TN

Senior Account Agent (Oct. 1998 – Nov. 1999) Agent appointed as a life and health producer for Armed Forces Benefit Assoc. and First National Life Ins. Co. Prospected and added over 100 term and universal life policyholders to an existing business book. Consistently achieved sales objectives. Trained and supervised new agents.

Coaxum & Associates – St. Mary's, Georgia

Assistant Agency Manager (Nov. 1997 – Oct. 1998) Continued agent appointments with Military Benefit Assoc. and TransWorld Assurance Co. Promoted to assistant agency manager; screened, hired, and trained new agents. Prospected and added over 175 term and universal life policyholders to the account base.

Wagner & Associates – Columbus, Georgia

Life Insurance Agent (Nov. 1995 – Nov. 1997) Agent appointed as a life and health producer for Military Benefit Assoc. and TransWorld Assurance Co. Prospected and acquired an account base of over 250 term and universal life policyholders. Performed in-house presentations of company products to prospective clients. Proved ability to consistently achieve sales objectives through solid account management and commitment to client satisfaction.

EDUCATION

The University of Alabama – Tuscaloosa, Alabama

LL.M Taxation (Aug. 2019 – May 2021)

Florida Atlantic University – Boca Raton, Florida

Master of Taxation (May 2016 – Aug. 2019)

The University of Tennessee College of Law – Knoxville, Tennessee

Doctor of Jurisprudence (Aug. 2005 – May 2008)

Austin Peay State University – Clarksville, Tennessee

Bachelor of Business Administration (Aug. 2000 – May 2005)

ADDITIONAL EXPERIENCE

Transactions: Tennessee Journal of Business Law – Knoxville, Tennessee

Senior Commentary Editor (Aug. 2007 – Mar. 2008)

Greater Missionary Baptist Church – Clarksville, Tennessee

Non-Profit Business Manager (Jan. 2004 – Apr. 2005)

Trane Company & Hendrickson Trailer – Clarksville, Tennessee

Welder, Weld Operator, and Machinist (Nov. 1999 – Dec. 2002)

U.S. Army/ B Co. 3rd Bn. 75th Rgr Regt. – Ft. Benning, Georgia

Supply Specialist (Jun. 1993 – Sept. 1995)

PROFESSIONAL & COMMUNITY SERVICE AFFILIATIONS

American Bar Association

Tennessee Bar Association

Rutherford Cannon County Bar Association

Estate Planning Councils of Middle Tennessee and Murfreesboro

U.S Army Veteran

PUBLICATIONS

- ❖ *Transactions: Tennessee Journal of Business Law*, The Board's Failure to Take Action . . . May Result in a Derivative Action Against Board Members . . .: 8 Transactions: Tenn. J. Bus. L. 445, 453-56 (2007).

CITY OF LA VERGNE BOARD / COMMITTEE MEMBER APPLICATION

Please choose which board / committee you would like to apply for: (Only choose one)

<u>Board Name</u>	<u>Normal Frequency of Meetings</u>
☐ Beautification and Arts Advisory Committee	As Needed
☐ Beer Board	Monthly
☐ Board of Zoning Appeals	Monthly
☐ Construction Board of Adjustment and Appeals	As Needed
☒ Economic Development Advisory Committee	Quarterly
☐ Greenway Advisory Committee	Monthly
☐ Historical Preservation Advisory Committee	Semi-Annually
☐ La Vergne Housing Authority	As Needed
☐ La Vergne Industrial Development Board	As Needed
☐ Library Board	Bi-Monthly
☐ Parks & Recreation Advisory Committee	Monthly
☐ Planning Commission	Monthly
☐ Senior Citizen's Advisory Committee	Monthly
☐ Stormwater Appeals and Advisory Board	As Needed
☐ Other _____	

APPLICANT INFORMATION

Name: <u>Graeme Coates</u>	Cell Phone: <u>[REDACTED]</u>
Address: <u>[REDACTED]</u>	Other Phone: _____
<u>La Vergne, TN 37086</u>	Email Address: <u>[REDACTED]</u>

What is the best time to contact you? ☒ Morning (8:00 a.m. - Noon) ☒ Afternoon (Noon - 4:30 p.m.)

What is the best way to contact you? ☐ Mail ☒ Cell Phone ☐ Other Phone ☐ Email

EDUCATION AND TRAINING

	High School	Technical / Community College	College / University	Graduate / Professional
School Name				
City, State				
Years Completed	N/A	☐ 1 ☐ 2	☐ 1 ☐ 2 ☐ 3 ☐ 4	☐ 1 ☐ 2 ☐ 3 ☐ 4
Course of Study	N/A			
Receive a diploma?	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No

EXPERIENCE

Aviation Current Occupation:
List any experience that would apply to the Board or Committee you are applying for: 10 plus years of serving on the Economic Development Advisory Committee
Municipal Boards / Committees on which you currently serve: Planning Commission BOZA
Municipal Boards / Committees on which you have previously served: BOMA Planning Commission BOZA Economic Development Advisory Committee & IDB
If you are appointed, will you have any potential conflict of interest? ☐ YES ☒ NO
If YES, what is the conflict?
What are the reasons why you want to serve on the Board / Committee that you have chosen? Long history of serving La Vergne

REFERENCES

Please list three (3) Professional or Business references.

	Name	Mailing Address	Years Known	Phone
1	Steve Noe		Many	
2	Terry Coleman		Many	
3	Joan Thigpen		Many	

I hereby affirm that the information provided on this application (and accompanying documents, if any) is true and complete to the best of my knowledge. I understand that falsified information or significant omissions may disqualify me and my application from further consideration for a Board or Committee member appointment and may be considered justification for removal from a Board or Committee, if discovered at a later date.

I waive any right of privilege, privacy, and/or confidentiality I may have in the information provided by references or others whom I have indicated may be contacted.

I hereby understand and acknowledge that, unless otherwise defined by applicable law, any relationship with this organization is of an "at will" nature, which means that the Board or Committee member may resign at any time and the Board of Mayor and Aldermen may remove the Board or Committee member at any time with or without cause. I understand, also, that I am required to abide by the Charter and Ordinances of the City of La Vergne, the Constitution and Laws of the State of Tennessee and the Constitution and Laws of the United States of America.

Signature: G. COATES

Date: 01/27/2023

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



City of La Vergne

5093 Murfreesboro Road • La Vergne, TN 37086

Phone: (615) 793-6295 • Fax: (615) 793-6025

Website: www.LaVergneTN.gov

M E M O

DATE: JANUARY 31, 2023

TO: BOARD OF MAYOR AND ALDERMEN

FROM: BRUCE RICHARDSON

RE: GREENWAY ADVISORY COMMITTEE

Greenway Advisory Committee

Appointed by Mayor; Confirmed by Council - 4 Year Terms

Name	Appointed:	Term Expires:
Kara Hobbs - Chairman (BOMA)	December 2022	Term of Office
Leslie Ballard	November 2019	January 31, 2024
Carissa Benton	February 2017	December 31, 2024
Laura Davidson	January 2017	May 31, 2023
Vacant (Melissa Joyner)		December 31, 2026
Robert Lee	January 2010	December 31, 2025
Mary Jane Skinner	June 2019	May 31, 2023

We have a vacancy on this committee due to Melissa Joyner's resignation. Her term expired at the end of December and she did not want to stay on the committee. We have been advertising this position on Channel 3 and Social Media and have received one application.

Current Applicant:

- Jim Hesemann

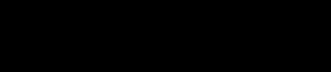
CITY OF LA VERGNE

BOARD / COMMITTEE MEMBER APPLICATION

Please choose which board / committee you would like to apply for: (Only choose one)

<u>Board Name</u>	<u>Normal Frequency of Meetings</u>
☐ Beautification and Arts Advisory Committee	As Needed
☐ Beer Board	Monthly
☐ Board of Zoning Appeals	Monthly
☐ Construction Board of Adjustment and Appeals	As Needed
☐ Economic Development Advisory Committee	Quarterly
☒ Greenway Advisory Committee	Quarterly
☐ Historical Preservation Advisory Committee	Semi-Annually
☐ La Vergne Housing Authority	As Needed
☐ La Vergne Industrial Development Board	As Needed
☐ Library Board	Bi-Monthly
☐ Parks & Recreation Advisory Committee	Monthly
☐ Planning Commission	Monthly
☐ Senior Citizen's Advisory Committee	Monthly
☐ Stormwater Appeals and Advisory Board	As Needed
☐ Other _____	

APPLICANT INFORMATION

Name: **Jim Hesemann** Cell Phone: 

Address:  Other Phone: _____

LaVergne Email Address: 

What is the best time to contact you? ☒ Morning (8:00 a.m. - Noon) ☐ Afternoon (Noon - 4:30 p.m.)

What is the best way to contact you? ☐ Mail ☒ Cell Phone ☐ Other Phone ☒ Email

EDUCATION AND TRAINING

	High School	College / University	Graduate / Professional
School Name	Toledo Rogers	University of Toledo	
City, State	Toledo, Ohio	Toledo, Ohio	
Years Completed	N/A	☐ 1 ☐ 2 ☐ 3 ☒ 4	☐ 1 ☐ 2 ☐ 3 ☐ 4
Course of Study	N/A	Business Administration	
Receive a diploma?	☒ Yes ☐ No	☒ Yes ☐ No	☐ Yes ☐ No

EXPERIENCE

Current Occupation:	System Director of Environmental Services
List any experience that would apply to the Board or Committee you are applying for:	Great interest in health and fitness, outdoor activities, walking, running
Municipal Boards / Committees on which you currently serve:	IDB Board Planning Commission
Municipal Boards / Committees on which you have previously served:	BOZA
If you are appointed, will you have any potential conflict of interest? ☐ YES ☒ NO	
If YES, what is the conflict?	NA
Briefly explain the reasons why you want to serve on the Board / Committee that you have chosen:	I want to join the Greenway Committee, as I have a vision of making Lavergne a more walkable location. There are currently not enough walkable areas that people can safely walk down Stones River Rd, Nir Shriebman, etc. I have had some experience in forestry mulching and I think there is an opportunity with the existing greenway. I would also like to work hand in hand with the corp about opportunities to enhance the Hurricane Creek view that would benefit the residents of Lavergne, and the overall beauty of the area as well.

REFERENCES

Please list three (3) Professional or Business references.

	Name	Email Address	Years Known	Phone
1	Jason Cole		5	
2	Brian Roberge		7	
3	Graeme Coates		4	

I hereby affirm that the information provided on this application (and accompanying documents, if any) is true and complete to the best of my knowledge. I understand that falsified information or significant omissions may disqualify me and my application from further consideration for a Board or Committee member appointment and may be considered justification for removal from a Board or Committee, if discovered at a later date.

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Signature: _____ Date: _____

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



City of La Vergne

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M E M O

DATE: JANUARY 31, 2023

TO: BOARD OF MAYOR & ALDERMEN

FROM: BRUCE RICHARDSON

RE: HISTORICAL PRESERVATION ADVISORY COMMITTEE

Historical Preservation Advisory Committee

Appointed by Mayor; Confirmed by Council - 4 Year Terms

Name	Appointed:	Term Expires
Alderman Dennis Waldron - Chairman	May 2021	Term of Office
Susan Anthony	February 2021	December 31, 2024
Vacant (Chuck Isbell)		December 31, 2026
Rhonda Umphrey	January 2020	December 31, 2023
Tony Vanatta	March 2014	December 31, 2025

The term for Chuck Isbell expired on December 31, 2022. He has resigned from this committee. We have been advertising this position on Channel 3 and Social Media, but have not received any applications at this time. If I do not receive any applications by Tuesday February 7, 2023, I will remove this item from the agenda.



City of La Vergne

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M E M O

DATE: FEBRUARY 2, 2023

TO: BOARD OF MAYOR & ALDERMEN

FROM: BRUCE E. RICHARDSON

RE: LIBRARY BOARD

Library Board
Appointed by Council - 3 year terms

Name	Appointed:	Term Expires:
Jason Cole (BOMA)	December 2022	December 31, 2024
Carissa Benton	November 2022	December 31, 2024
Dr. Martin Burgess	December 2021	December 31, 2023
Vacant (Gary Frazier)		December 31, 2025
Kayla Koester	January 2023	December 31, 2025
Kemishia Sadler	February 2018	December 31, 2023
Vacant (Linda Steed)		December 31, 2025

We have two terms that are vacant on this board. We have been advertising these positions on Channel 3 and Social Media, and have received four applications at this time.

Current Applicant:

- Miranda Greer
- Jessica Matz
- Leslie Ballard
- Lacey Lantz

CITY OF LA VERGNE

BOARD / COMMITTEE MEMBER APPLICATION

Please choose which board / committee you would like to apply for: (Only choose one)

<u>Board Name</u>	<u>Normal Frequency of Meetings</u>
☐ Beautification and Arts Advisory Committee	As Needed
☐ Beer Board	Monthly
☐ Board of Zoning Appeals	Monthly
☐ Construction Board of Adjustment and Appeals	As Needed
☐ Economic Development Advisory Committee	Quarterly
☐ Greenway Advisory Committee	Monthly
☐ Historical Preservation Advisory Committee	Semi-Annually
☐ La Vergne Housing Authority	As Needed
☐ La Vergne Industrial Development Board	As Needed
☒ Library Board	Bi-Monthly
☐ Parks & Recreation Advisory Committee	Monthly
☐ Planning Commission	Monthly
☐ Senior Citizen's Advisory Committee	Monthly
☐ Stormwater Appeals and Advisory Board	As Needed
☐ Other _____	

APPLICANT INFORMATION

Name: Miranda Greer Cell Phone: [REDACTED]

Address: [REDACTED] Other Phone:

LaVergne, TN 37086 Email Address [REDACTED]

What is the best time to contact you? ☒ Morning (8:00 a.m. - Noon) ☒ Afternoon (Noon - 4:30 p.m.)

What is the best way to contact you? ☐ Mail ☒ Cell Phone ☐ Other Phone ☐ Email

EDUCATION AND TRAINING

	High School	Technical / Community College	College / University	Graduate / Professional
School Name	Father Ryan High School		UTC	
City, State	Nashville, TN		Chattanooga, TN	
Years Completed	N/A	☐ 1 ☐ 2	☐ 1 ☒ 2 ☐ 3 ☐ 4	☐ 1 ☐ 2 ☐ 3 ☐ 4
Course of Study	N/A		Mathematics	
Receive a diploma?	☒ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☒ No	☐ Yes ☐ No

EXPERIENCE

Current Occupation: Homemaker
List any experience that would apply to the Board or Committee you are applying for: Program Director w/ Support Care 2010-2012 Event Coordinator With Coopers Hawk 2012-2014
Municipal Boards / Committees on which you currently serve: NA
Municipal Boards / Committees on which you have previously served: NA
If you are appointed, will you have any potential conflict of interest? ☐ YES ☒ NO
If YES, what is the conflict? NA
What are the reasons why you want to serve on the Board / Committee that you have chosen? I have utilized and benefited from library services in every stage of my life and look forward to an opportunity help future generations. As a child, I experienced the magic of marionette shows and new worlds through books. In high school and college I met with friend to study and compare idea. As a young adult I spent hours applying for jobs and renting movies for "date nights" with my husband. Now as a mother. I enjoy sharing the library programs with my daughters who still debate

REFERENCES

Please list three (3) Professional or Business references.

	Name	Mailing Address	Years Known	Phone
1	Amy Kolinko	Rockford, MI 49341	9	
2	Erika Maxwell	Farmington, NY 14425	13	
3	Brandi Way	Nashville, TN 37211	22	

I hereby affirm that the information provided on this application (and accompanying documents, if any) is true and complete to the best of my knowledge. I understand that falsified information or significant omissions may disqualify me and my application from further consideration for a Board or Committee member appointment and may be considered justification for removal from a Board or Committee, if discovered at a later date.

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Signature: Miranda Greer Digitally signed by Miranda Greer
Date: 2023.01.05 11:17:20 -06'00'

Date: 01-05-2023

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

Reasons for wanting to serve on this board:

I have utilized and benefited from library services in every stage of my life and look forward to an opportunity help future generations. As a child, I experienced the magic of marionette shows and new worlds through books. In high school and college I met with friend to study and compare idea. As a young adult I spent hours applying for jobs and renting movies for "date nights" with my husband. Now as a mother, I enjoy sharing the library programs with my daughters who still debate if the mermaid at the library was real or not. I understand what a treasure a good library is to a community and through my years working, what a large undertaking it is to make that magic happen. I would love the opportunity to give back an institution that has given so much to me.

MIRANDA GREER

, 37086 .

I have utilized and benefited from library services in every stage of my life and look forward to an opportunity help future generations. As a child, I experienced the magic of marionette shows and new worlds through books. In high school and college I met with friend to study and compare idea. As a young adult I spent hours applying for jobs and renting movies for “date nights” with my husband. Now as a mother, I enjoy sharing the library programs with my daughters who still debate if the mermaid at the library was real or not. I understand what a treasure a good library is to a community and through my years working, what a large undertaking it is to make that magic happen. I would love the opportunity to give back an institution that has given so much to me.

EXPERIENCE

ECARD SYSTEMS

JULY 2020 – FEBRUARY 2022

SALES JUL '20 – FEB '22

- Manage routine orders and reorders for small merchant customers
- Help customers choose products/ services that best service them.
- Point of contact for customers throughout ordering, processing and shipping process.

COOPER'S HAWK

OCTOBER 2012 – MAY 2014

OFFICE MANAGER / EVENT COORDINATOR JAN '13 – MAY '14

- On boarded new employees
- Process daily server sales and tips
- Receive, review, input and monitor all financial transactions for restaurant including credit cards, petty cash safe and outside vendors
- Weekend server tips processing
- Monitor petty cash
- Contact for customers seeking to host an event with Cooper's Hawk
- Coordinate and run weekend events for groups up to 250 people

SERVER SEPT '12 – MAR '13

- Primary contact and controller of customer experience
- Organize multiple parties at the same time with the objective of enhancing their experience
- Maintaining personal petty cash.

VIAQUEST

DECEMBER 2009 – SEPTEMBER 2012

PROGRAM DIRECTOR DEC '10 – SEP '12

- Management of overall system of supports and services provided to the MR/DD community served by the company.
- Management of up to 35 employees by hiring, on boarding, orientation, ongoing training, reviewing, and terminations
- Point of contact for over 25 different types of customers
- Maintained multiple budgets, policies and procedures

ADMINISTRATIVE ASSISTANT / BILLING SPECIALIST APR '10 – DEC '10

- Develop and maintain office filing system
- Reference check new employees
- Banking for 150 consumers
- Finance tracking
- Process weekly time sheets and process nurse billing
- Meet weekly deadlines requiring night work
- Being thorough in position allowed director to loan me to other areas in the company including Accounts Payable.

FRONT DESK ADMINISTRATIVE ASSISTANT DEC '09 – APR '10

- First contact and initial representation of the company's values
- Answering and transferring phone calls
- Incoming and outgoing mail/UPS
- Filing, processing applications, ordering and maintaining office supplies.
- Maintain Office equipment, including fax machine, postage machine and copier.

EDUCATION

SEPTEMBER 2012

REAL ESTATE CERTIFICATION, HONDROS COLLEGE, WESTERVILLE, OH

JUNE 2003 – MAY 2005

MATHEMATICS, UNIVERSITY OF TENNESSE AT CHATTANOOGA

MAY 2003

HIGH SCHOOL, FATHER RYAN

SKILLS/ASSETS

- Proven ability to create and maintain organizational systems
- Strong time management skills with a focus on scheduling
- Takes ownership of responsibilities and position
- Breaking down plans into accomplishable steps
- History of keeping lines of communication open

CITY OF LA VERGNE

BOARD / COMMITTEE MEMBER APPLICATION

Please choose which board / committee you would like to apply for: (Only choose one)

<u>Board Name</u>	<u>Normal Frequency of Meetings</u>
☐ Beautification and Arts Advisory Committee	As Needed
☐ Beer Board	Monthly
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☐ Historical Preservation Advisory Committee	Semi-Annually
☐ La Vergne Housing Authority	As Needed
☐ La Vergne Industrial Development Board	As Needed
☒ Library Board	Bi-Monthly
☐ Parks & Recreation Advisory Committee	Monthly
☐ Planning Commission	Monthly
☐ Senior Citizen's Advisory Committee	Monthly
☐ Stormwater Appeals and Advisory Board	As Needed
☐ Other _____	

APPLICANT INFORMATION

Name: Jessica E. Matz Cell Phone: [REDACTED]

Address: [REDACTED] Other Phone: _____

6

Email Ad [REDACTED]

What is the best time to contact you? ☒ Morning (8:00 a.m. - Noon) ☒ Afternoon (Noon - 4:30 p.m.)

What is the best way to contact you? ☒ Mail ☒ Cell Phone ☐ Other Phone ☒ Email

EDUCATION AND TRAINING

	High School	Technical / Community College	College / University	Graduate / Professional
School Name	Maryville High School		MTSU	MTSU
City, State	Maryville, TN		Murfreesboro, TN	Murfreesboro, TN
Years Completed	N/A	☐ 1 ☐ 2	☐ 1 ☐ 2 ☐ 3 ☒ 4	☐ 1 ☐ 2 ☐ 3 ☒ 4
Course of Study	N/A		Invertebrate Zoology/ English Minor	MS in Botany Thesis on Entomology and Systematics
Receive a diploma?	☒ Yes ☐ No	☐ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No

EXPERIENCE

Current Occupation:	Adjunct instructor, Biology, Motlow State Community College
List any experience that would apply to the Board or Committee you are applying for:	I am familiar with library systems from the standpoint of a patron and researcher and I coordinated and led the Rutherford Co. Women of Faith as a steering committee member from 2012-2019.
Municipal Boards / Committees on which you currently serve:	N/A
Municipal Boards / Committees on which you have previously served:	N/A
If you are appointed, will you have any potential conflict of interest?	☐ YES ☒ NO
If YES, what is the conflict?	
What are the reasons why you want to serve on the Board / Committee that you have chosen?	I have long supported libraries as a cornerstone of civilization and believe that they continue to serve the community both as an information hub and a welcoming environment for all people. Libraries have been a refuge, a font of knowledge, and a starting point for everything I have been able to achieve in life. I am passionate about libraries and I trust and support the librarians who make access possible for so many. I wish to expand what our library can do while keeping a conservative eye towards budgetary concerns. Pulling in both federal money and private funds will help our librarians support the success of the people of La Vergne for years to come.

REFERENCES

Please list three (3) Professional or Business references.

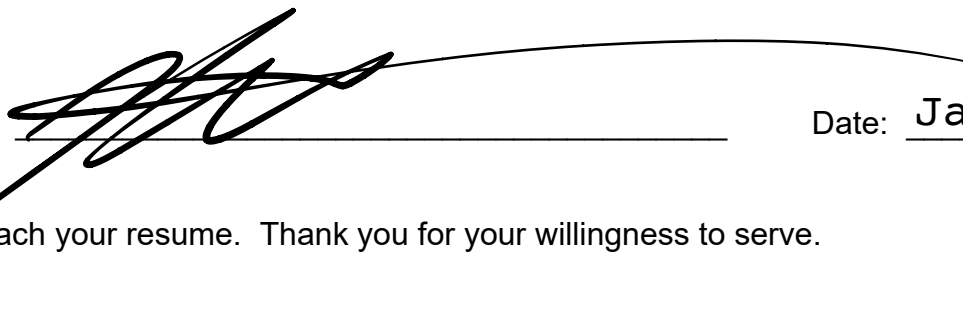
	Name	Mailing Address	Years Known	Phone
1	Stacy Dowd		3	
2	Jill Austin		10	
3	Pam Stewart		5	

I hereby affirm that the information provided on this application (and accompanying documents, if any) is true and complete to the best of my knowledge. I understand that falsified information or significant omissions may disqualify me and my application from further consideration for a Board or Committee member appointment and may be considered justification for removal from a Board or Committee, if discovered at a later date.

I waive any right of privilege, privacy, and/or confidentiality I may have in the information provided by references or others whom I have indicated may be contacted.

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Signature: _____

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, is written over a horizontal line.

Date: Jan 10, 2023

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

Education

Western Florida University, Pensacola, Florida

- Teacher Ready Program, 2018.

Middle Tennessee State University, Murfreesboro, Tennessee

- Master of Science degree in Biology, 2013.
- Bachelor of Science degree in Biology, 2005.

Academic Scholarships and Awards

- Middle Tennessee State University Presidential Scholarship, 1996-2000
- Dean's List Spring 1997, Fall 1997, Fall 1998

Research and Work Experience

Middle Tennessee State University, Department of Biology

- Graduate Research Assistant for Dr. Andrew Brower, January 2008-December 2013
 - Responsibilities include independent work on NSF-funded grant research in systematics of *Pronopholine* butterflies. Work includes, but is not limited to, dissection and photography of genitalia, identification of specimens sequenced for molecular studies, and collecting material in the wild.
- Graduate Fellow, Triad GK-12 program, June 2011-May 2012
 - Responsibilities include assisting a high school teacher throughout the school year as a Resident Scientist, creating lesson plans, guiding students through research projects, and occasionally lecturing on topics in general biology.
- Graduate Teaching Assistant, August-December 2007
 - Responsibilities include laboratory set-up for non-major biology course, delivering short lectures, assisting students in completion of lab assignments, administering and grading tests and out-of-class assignments.
- Undergraduate Work Study, August 2002-August 2003
 - Responsibilities include cleaning and organizing invertebrate lab and prep room and maintenance of invertebrate specimens kept therein, including the University insect collection.

Middle Tennessee State University, Department of Developmental Studies

- Developmental Studies Writing Lab Tutor
 - Responsibilities include assisting students in the development of grammar, spelling, and writing style and evaluating students' ongoing progress and performance for their professors.

Presentations and Publications

- *The South Temperate Pronophilina (Lepidoptera: Nymphalidae: Satyrinae): revisionary notes and a first phylogenetic hypothesis*. Master's Thesis, Middle Tennessee State University, December 2013.
- *Phylogeny of south-temperate Pronophilina (Lepidoptera: Nymphalidae: Satyrinae)*. Ten minute paper presented at the Annual Entomological Society Meeting in Reno, NV, 12-16 November, 2011.
- *Revisionary studies of south-temperate Pronophilina*. Poster presented at the International Conference on Andean Butterflies. Urubamba, Peru, 4-6 September, 2008.

Relevant Skills and Training

- Experienced in working with both Mac and PC operating systems, including various word processing and spreadsheet programs as well as ArcGIS, AutoMontage, Photoshop, and NeoOffice Database.
- Dissection and preparation of specimens.
- Specimen photography and illustration.
- International field work: Chile, Feb. 2009; Peru, Sept. 2008. Poland, July 2010. Collected specimens for university and personal collections.

Memberships and Organizations

- Entomological Society of America, member, 2009-present.
- Student Government Representative, 1998-1999.

Community Outreach and Volunteer Work

- Founding member, Rutherford County Women of Faith
 - As a steering committee member, activities include organizing charitable giving and facilitating conversations between persons of various religious traditions. Have also written letters to local politicians and media supporting religious equality. Have, with others in the organization, been interviewed by the local media.

Languages

English, native language.

Spanish, limited working proficiency and professional-level reading ability.

German, limited conversational skills.

Latin, sufficient to read basic species descriptions.

CITY OF LA VERGNE

BOARD / COMMITTEE MEMBER APPLICATION

Please choose which board / committee you would like to apply for: (Only choose one)

<u>Board Name</u>	<u>Normal Frequency of Meetings</u>
☐ Beautification and Arts Advisory Committee	As Needed
☐ Beer Board	Monthly
☐ Board of Zoning Appeals	Monthly
☐ Construction Board of Adjustment and Appeals	As Needed
☐ Economic Development Advisory Committee	Quarterly
☐ Greenway Advisory Committee	Quarterly
☐ Historical Preservation Advisory Committee	Semi-Annually
☐ La Vergne Housing Authority	As Needed
☐ La Vergne Industrial Development Board	As Needed
☒ Library Board	Bi-Monthly
☐ Parks & Recreation Advisory Committee	Monthly
☐ Planning Commission	Monthly
☐ Senior Citizen's Advisory Committee	Monthly
☐ Stormwater Appeals and Advisory Board	As Needed
☐ Other _____	

APPLICANT INFORMATION

Name: <u>Leslie Ballard</u> Address: <u>La Vergne, TN 37086</u>	Cell Phone: <u>[REDACTED]</u> Other Phone: <u>[REDACTED]</u> Email Address: <u>[REDACTED]</u>
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What is the best time to contact you? ☐ Morning (8:00 a.m. - Noon) ☒ Afternoon (Noon - 4:30 p.m.)

What is the best way to contact you? ☐ Mail ☒ Cell Phone ☐ Other Phone ☒ Email

EDUCATION AND TRAINING

	High School	College / University	Graduate / Professional
School Name	Sikeston H.S.	Vanguard Univ.	Univ. of Florida
City, State	Sikeston, MO	Costa Mesa, CA	Gainesville, FL
Years Completed	N/A	☐ 1 ☐ 2 ☐ 3 ☒ 4	☐ 1 ☒ 2 ☐ 3 ☐ 4
Course of Study	N/A	BA - Sociology	MA - Sociology
Receive a diploma?	☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No

EXPERIENCE

Current Occupation:	Principal Project Manager - Customer Success
List any experience that would apply to the Board or Committee you are applying for:	13 year La Vergne resident. Past Pres. - Music City Gator Club (alumni chapter), Squadron Commander and numerous other roles - Civil Air Patrol, "Big Sister" with Big Brothers Big Sisters, experience as a college graduate instructor and substitute teacher, current class of Leadership Rutherford
Municipal Boards / Committees on which you currently serve:	La Vergne Greenway Advisory Committee
Municipal Boards / Committees on which you have previously served:	N/A
If you are appointed, will you have any potential conflict of interest? ☐ YES ☒ NO	
If YES, what is the conflict?	
Briefly explain the reasons why you want to serve on the Board / Committee that you have chosen:	I am a passionate enthusiast for learning, reading, and for public access to the resources that support knowledge and information. I believe a well-funded, well-supported library is critical to the quality of life of a community and I would love to be a part of that effort for La Vergne.

REFERENCES

Please list three (3) Professional or Business references.

	Name	Email Address	Years Known	Phone
1	Jennifer McNabb	Brentwood, TN	12+	
2	Brad Minor	Smyrna, TN	11+	
3	Craig Mueller	Hendersonville	10+	

I hereby affirm that the information provided on this application (and accompanying documents, if any) is true and complete to the best of my knowledge. I understand that falsified information or significant omissions may disqualify me and my application from further consideration for a Board or Committee member appointment and may be considered justification for removal from a Board or Committee, if discovered at a later date.

I waive any right of privilege, privacy, and/or confidentiality I may have in the information provided by references or others whom I have indicated may be contacted.

I hereby understand and acknowledge that, unless otherwise defined by applicable law, any relationship with this organization is of an "at will" nature, which means that the Board or Committee member may resign at any time and the Board of Mayor and Aldermen may remove the Board or Committee member at any time with or without cause. I understand, also, that I am required to abide by the Charter and Ordinances of the City of La Vergne, the Constitution and Laws of the State of Tennessee and the Constitution and Laws of the United States of America.

Signature: Leslie Ballard Digitally signed by Leslie Ballard
Date: 2023.01.12 17:28:37 -06'00'

Date: Jan 12, 2023

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

Leslie Ballard

Customer Success and Cloud Tech Professional

Phone: [REDACTED]

Address: [REDACTED]
La Vergne, TN 37086

Email: [REDACTED]

I have a broad base of experience in the Customer Success, Cloud, SaaS, HR tech, training and talent management arenas. In Marcus Buckingham's StandOut terminology, I'm a Creator/Connector. That is, I like to take things (ideas, systems, processes) apart, envision a better configuration, and use creativity and teamwork to make possibilities into reality. I am known as a leader, mentor, and problem solver.

Specialties: Customer success for Cloud/SaaS engagements, project management, training and enablement, HR/talent management and ERP systems, program management, process improvement

Key Strengths: Cross-collaboration, leadership, interpersonal savvy, technical aptitude, continuous learning, communication, initiative, problem solving, detail-orientation, analytical mindset

PROFESSIONAL EXPERIENCE

Cornerstone OnDemand

October 2022 - Present

Principal Project Manager - Customer Success

- Manage strategic projects related to customer-impacting technology and process changes, ensuring the voice of the customer is top of mind.
- Cross-functional collaboration globally in a remote-first, fast paced, innovative environment
- Current core focus: Amazon Web Services migration and related customer enablement, communication and planning

SAP America, Inc.

February 2021 - October 2022

Senior Customer Engagement Support Expert - Strategic Initiatives

- Customer Engagement Support Global Lead and program manager for RISE with SAP, a key strategic initiative empowering customer business transformation and movement from on-premise landscapes to the cloud.
- Creator and service owner of CES Engagement Health Checks for SAP S/4HANA, a service that safeguards critical customer projects and engagements by proactive consultation and problem solving.
- Individual winner of first global 2021 SAP CE&X Success Centers Ex Award and "Hall of Fame" for Collaboration, "bringing together the best of what Success Centers and SAP have to offer, transforming cross-collaboration into Customer Success," for CES program leadership on the RISE with SAP initiative.
- Selection as an SAP Catalyst, a designation and development program assigned to 5% of employees, acknowledging "stand out" contribution, results and potential.
- Demonstrating commitment to diversity, equity and inclusion by serving on the leadership team of the Global Business Women's Network Virtual Chapter, and as a D&I Ambassador for North America

SAP America, Inc.

January 2018 - February 2021

Senior Customer Success Manager - Preferred Success

- Responsible for a portfolio of flagship, high profile, high-value strategic customers with SAP SuccessFactors (HR), SAP Business ByDesign (ERP/FIN), and SAP S/4HANA Cloud (ERP/FIN) engagements.
- Senior/lead team member, mentoring colleagues new to the organization or new to role, as well as leading/championing strategic projects within the team, including the launch of Outcome Success Planning and Feature Adoption Tracking programs and processes.
- Delivering ongoing customer guidance around cloud business strategy and transformation. Trusted advisor relationship-building and development of proactive success plans that drive customer sentiment, product adoption and subscription renewals.

Cornerstone OnDemand

December 2016 - December 2017

Technical Integration Manager

- Improved processes and practices related to Technical Service Delivery. Managed multiple technical integration projects as the client-facing project lead.
- Technical liaison between third-party delivery partners and Integration Services and Engineering teams. Executive-level escalation management responsibility, as well as teaming with Engineering, Developers, Partners, Implementation, Client Success, and Sales to facilitate a positive client experience.

Cornerstone OnDemand

November 2013 - December 2016

Client Success Manager

- Created an onboarding program for my team and mentored new CSMs. Led a regional client user group and an industry-focused client special interest group, and directed ad hoc technical/functional optimization customer workshops on-site.
- Cultivated and supported the ongoing success of the Cornerstone solution within client organizations, combining real-world HR and talent management experience with deep system/functional expertise.
- While building relationships with client business process owners and HR/Talent Management leadership, managed a portfolio of large and/or strategic clients. Provided best practice guidance and helped drive client engagement, system utilization, and overall client satisfaction.

Independent Consultant

April 2011 - November 2013

Instructional Design, eLearning, and Talent Management Systems Consultant

- Self-employed consultant. Specialized in talent management system implementation and optimization as well as custom learning design and development. I was solely responsible for building executive relationships, aligning solutions to strategy, and ultimately client success.
- Clients included Kaplan, EnableComp, Tractor Supply Company, Asurion, Simplex Healthcare, Institute of Certified Professional Managers, Habegger Corporation, Max Brenner Restaurants, and more.

Asurion

October 2009 - July 2012

Senior Instructional Designer

- Design and development of eLearning courses, learning aids and other resources using Articulate Storyline, Camtasia Studio, Articulate Presenter/Engage, Adobe Captivate and other software.
- Recipient of 2011 Directors Award (HR) for designing the organization's first competency assessment tool.
- Administrator of the company's learning management system (LMS), including user enablement, vendor management, change management, implementing system enhancements, and developing ongoing plans to improve utilization of the system.
- I branched out from this position to start my own consulting business.

Cracker Barrel Old Country Store

May 2008 - October 2009

Instructional Design Specialist

- Initiated and developed the company's first large-scale internal Wiki project, which saved printing and shipping costs, and rapidly distributed critical information company-wide.
- Responsible for planning, designing, revising and developing instructor-led, self-directed and eLearning courses and related materials for more than 60,000 hourly employees and management.
- Responsibilities also included collaboration and classroom facilitation, both at the home office and in the field. Involved frequent interaction with subject-matter experts at all levels of the organization, and in stores throughout the country.

Naylor Association Solutions

September 2006 - May 2008

eLearning Instructional Designer

- Accountable for all aspects of the instructional design process, including the production and implementation of online and blended learning programs primarily for advertising sales professionals.
- Responsibilities included conducting needs analyses, developing design plans, working with subject matter experts, developing materials (both print and eLearning), and evaluating the effectiveness of training initiatives.

Three Point Technology

November 2005 - September 2006

Senior Technical Writer

- Development of storyboards, scripts, graphical and audio content for interactive eLearning simulations and demonstrations.
- Duties included the analysis of complex software applications, and the production of simulations designed with both proprietary training technology and industry standard e-learning software.
- Major clients and collaborators included Microsoft and McGraw-Hill

SunState Federal Credit Union

March 2003 - November 2005

Training Specialist

- Initiated, planned and implemented the first LMS and eLearning training strategy for the credit union, to standardize compliance and to enhance customer service training.
- Accountable for the development, documentation and coordination of training strategies for new hires and staff. Included responsibility for sales, operations, service, lending, security, supervisory and regulatory compliance training, particularly the design of comprehensive eLearning and instructor-led modules and supporting materials.

RELEVANT VOLUNTEER EXPERIENCE

Civil Air Patrol (U.S. Air Force Auxiliary)

April 2003 - present

- Rank Lieutenant Colonel.
- Former Squadron Commander leading and managing 80+ adult and teen volunteer members, including responsibility for search and rescue and flight operations as directed by the US Air Force, and accountability for professional development, budget management, and compliance with state and national directives.
- Also served as Southeast Region Director of Cadet Programs, leading and mentoring state and local level volunteers for the Southeast United States.

Music City Gator Club (University of Florida Alumni Association)

May 2008 - present

- Former President of the Nashville-area University of Florida alumni chapter. Led a board of 15 volunteers, with responsibility for finance and budgeting, community service coordination, scholarship fundraising, and more.
- National awards under my leadership included Outstanding Gator Club and Outstanding Communications.
- Former and current Vice President of Communications.

City of La Vergne, TN - Greenway Advisory Committee

November 2019 - present

Position appointed by the Mayor. The Greenway Advisory Committee is responsible for making recommendations and decisions regarding the development and maintenance of the greenway system in the City of La Vergne, Tennessee.

EDUCATION

University of Florida

MA, Sociology

Vanguard University of Southern California

BA, Sociology

CERTIFICATIONS

SAP Certified Application Associate - SAP SuccessFactors Recruiting Management

May 2020

SAP SE

SAP Certified Application Associate - SAP SuccessFactors Learning Management

December 2019

SAP SE

Diversity, Equity and Inclusion in the Workplace Certificate

May 2021

University of South Florida Corporate Training & Professional Education

CITY OF LA VERGNE

BOARD / COMMITTEE MEMBER APPLICATION

Please choose which board / committee you would like to apply for: (Only choose one)

<u>Board Name</u>	<u>Normal Frequency of Meetings</u>
☐ Beautification and Arts Advisory Committee	As Needed
☐ Beer Board	Monthly
☐ Board of Zoning Appeals	Monthly
☐ Construction Board of Adjustment and Appeals	As Needed
☐ Economic Development Advisory Committee	Quarterly
☐ Greenway Advisory Committee	Quarterly
☐ Historical Preservation Advisory Committee	Semi-Annually
☐ La Vergne Housing Authority	As Needed
☐ La Vergne Industrial Development Board	As Needed
☒ Library Board	Bi-Monthly
☐ Parks & Recreation Advisory Committee	Monthly
☐ Planning Commission	Monthly
☐ Senior Citizen's Advisory Committee	Monthly
☐ Stormwater Appeals and Advisory Board	As Needed
☐ Other _____	

APPLICANT INFORMATION

Name: **Lacey Lantz** Cell Phone: [REDACTED]

Address: [REDACTED] Other Phone: [REDACTED]

Lavergne, TN 37086 Email Address: [REDACTED]

What is the best time to contact you? ☐ Morning (8:00 a.m. - Noon) ☒ Afternoon (Noon - 4:30 p.m.)

What is the best way to contact you? ☐ Mail ☒ Cell Phone ☐ Other Phone ☒ Email

EDUCATION AND TRAINING

	High School	College / University	Graduate / Professional
School Name	Peoria Heights High School	Illinois State University (BSW)	Simmons University-MSW (Graduate in May)
City, State	Peoria Heights, IL	Bloomington/ Normal, IL	Boston, MA
Years Completed	N/A	☐ 1 ☐ 2 ☐ 3 ☒ 4	☐ 1 ☐ 2 ☒ 3 ☐ 4
Course of Study	N/A	Social work	Social Work
Receive a diploma?	☒ Yes ☐ No	☒ Yes ☐ No	☐ Yes ☒ No

EXPERIENCE

Current Occupation:	Site Operations Manager
List any experience that would apply to the Board or Committee you are applying for:	Studing, reading, research, wrote a lot of papers Finding resources, advocate for kids and adults to better their education Volunteering in communities- homeless shelters, homeless community in California, reading/ writing labs with homeless kids
Municipal Boards / Committees on which you currently serve:	Human Rights Committee
Municipal Boards / Committees on which you have previously served:	Human Rights Committee
If you are appointed, will you have any potential conflict of interest? ☐ YES ☒ NO	
If YES, what is the conflict?	
Briefly explain the reasons why you want to serve on the Board / Committee that you have chosen:	I am currently in my Master's degree for Social work and want to continue to advocate for communities and be more involved with the community I live in. I want to advocate for changes and supporting the community.

REFERENCES

Please list three (3) Professional or Business references.

	Name	Email Address	Years Known	Phone
1	Carol Haas		6	
2	Steve Noe		6	
3	Laura Davidson		1	

I hereby affirm that the information provided on this application (and accompanying documents, if any) is true and complete to the best of my knowledge. I understand that falsified information or significant omissions may disqualify me and my application from further consideration for a Board or Committee member appointment and may be considered justification for removal from a Board or Committee, if discovered at a later date.

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Signature: Lacey Lantz

Date: 1/26/2023

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

Lacey J Lantz

- Lavergne, TN-

EDUCATION

Master's of Social Work (Graduates May 2023)

September 2020-Present

Simmons University- Boston, Massachusetts

Bachelors' of Social Work

May 2013

Illinois State University- Normal, IL

Associates Degree of Arts and Science

December 2009

Illinois Central College- East Peoria, IL

SOCIAL WORK EXPERIENCE

Direct Care Professional

January 2022- Current

Health Connect America

- CCFT services- intensive in-home support, teaching coping skills.
- MSW internship- Outpatient therapy, completed Universal Assessments
- Parenting Education- teaching skills to parents to get their children back from state custody.
- Tennessee Health Link providing community resources to the families/ clients. Caseload over 100 people.
- Medication Management Coordinator- scheduled, managed client medication appointments with psychiatrist nurse practitioner.

Program Manager

September 2021-January 2022

Open Arms Care- Antioch, TN

- Wrote Individual Habilitation Plan's, Interdisciplinary Treatment plan's, client programs, monthly progress reports, communicated with conservators/ parents
- Supervised House Manager and staff, training staff to work with persons with disabilities
- Helped write schedules for staff
- Assisted with personal care for clients with severe intellectual, developmental disabilities and medically fragile

LTSS Case

October 2018-September 2021

Molina Healthcare- Peoria, IL

- Manage waiver services through the State of Illinois
- Write Care Plans to implement goals for members to succeed with staying at home with in- home caregiving
- Write and manage Service Plans with the Department of Rehabilitation Services
- Manage caseloads from 70-115 people, ages 16-99

Qualified Intellectual Disabilities Professional

June 2015-May 2018

Mur-Ci Homes, Inc- Nashville, TN

- Wrote Individual Habilitation Plan's, Interdisciplinary Treatment plan's, client programs, monthly progress reports, communicated with conservators/ parents
- Supervised House Manager and staff, training staff to work with persons with disabilities
- Helped write schedules for staff
- Assisted with personal care for clients with severe intellectual, developmental disabilities and medically fragile

Adult Case Manager

November 2014-June 2015

Mental Health Cooperative- Nashville, TN

- Provided resources to adults with mental health disorders
- Wrote Case notes and treatment plans

- Managed transportation for appointments
- Checked on medication compliance

Lead Direct Support Professional

September 2013-October 2014

Pathpoint- Chatsworth, CA

- Provided 1:1 support for clients with disabilities and behavior disorders, assisted with life skills, monitored behaviors
- Trained staff
- Documented behaviors and progress, reported abuse, planned curriculum, community outings and goals for clients
- Advocated for the client's needs

VOLUNTEER EXPERIENCE

Skid Row-Los Angeles, CA - Handed out hygiene products and food to the homeless

Tent City-Nashville, TN- Handed out hygiene

Special Olympics-Bloomington, IL-Helped run activities for kids events

Tornado Clean up-Taylorville, IL- Cleaned up a community after a tornado



City of La Vergne

5093 Murfreesboro Road • La Vergne, TN 37086

Phone: (615) 793-6295 • Fax: (615) 793-6025

Website: www.LaVergneTN.gov

M E M O

DATE: JANUARY 31, 2023

TO: BOARD OF MAYOR & ALDERMEN

FROM: BRUCE RICHARDSON

RE: STORMWATER APPEALS AND ADVISORY BOARD

<u>Stormwater Appeals and Advisory Board</u>		
Appointed by Mayor, Confirmed by City Council - 4 Year Terms		
Name	Appointed	Term Expires
Earl Garvin Jr. - Chairman	May 2008	December 31, 2025
Vacant (Meghan DeBeaord)		December 31, 2026
Vacant (John "Wade" Dever)		December 31, 2024
Chuck Dillon	November 2016	December 31, 2023
Jeff Moss	May 2022	December 31, 2026
Mary Jane Skinner	February 2006	December 31, 2024
Dennis Waldron	December 2020	Term of Office

We have two vacancies on this committee due to resignations. We have been advertising these positions on Channel 3 and Social Media, but have not received any applications at this time. If we do not receive any applications by Tuesday, February 7, 2023, I will remove this item from the agenda.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: February 2, 2023

Item Title: Discussion - Zoning Ordinance Adoption Process.

Department: Planning

Presented By: Bo Logan

Item Attachments: None

Summary:

This is a discussion item regarding the adoption of the proposed Zoning Ordinance and Map.

Background Information:

On December 27, 2022, the Planning Commission sent a favorable recommendation to the Board of Mayor and Aldermen for the adoption of the new Zoning Ordinance and associated Zoning Map. What this board needs to discuss is the number of public meetings you want the city to hold to give our residents ample opportunities to review the proposed Zoning Ordinance and Zoning Map. At a minimum, we plan to have two public hearings in front of the Board prior to the 1st and 2nd readings of the ordinance.

Staff would recommend that we set aside a minimum of one full week of public meetings in scheduled, two hour blocks at the La Vergne Public Library where citizens can review the proposed map and zoning ordinance. Planning staff would be on hand for those meetings to answer questions or explain changes. Staff will also record comments from the public in favor of or against specific changes that are being proposed. These comments will be presented to the Board for your consideration.

Staff would also recommend that at least one meeting be set up specifically for

developers, builders and engineering firms so they can review changes that might affect any planned future developments. Any comments from that meeting would be passed along to the Board as well.

A new page on our website will be set up that will have links to the proposed Zoning Ordinance and Map. The details of the public meetings will be on that page and if someone has comments regarding the Zoning Ordinance or Map, they can go to a form to submit them online. Our public relations department will send out notices via social media and our website to make everyone aware of the process. Everything will also be advertised on Channel 3.

Again, these suggestions are the minimum level that staff would recommend.

Financial Summary:

None at this time.

Staff Recommendation:

N/A