WORKSHOP AGENDA

Board of Mayor and Aldermen
April 2, 2026 @ 5:30 PM
For the April 7, 2026 Regular Meeting @ 6:00 PM

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

ORDER OF BUSINESS

1. Approve Minutes: February 26, 2026 Special Meeting, February 26, 2026 Workshop and March 3, 2026 Regular Meeting.
2. Public Comment Period.
3. Department Reports:
   A. Police Department
   B. Fire Department
   C. Parks & Recreation Department
   D. Library
   E. Finance Department
   F. Water Treatment Plant

OLD BUSINESS

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

CONSENT AGENDA

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

5. Consent Agenda Items:
   A. Approve or Reject City Bids and Purchases:
      1. Ratify Omnia Contract Purchase - New City Firewall.
      2. Ratify Emergency Purchase - Roof Repair for Fire Station 42.
      3. Ratify Omnia Contract Purchase - New Virtual Host Servers for the City.
      4. Ratify Omnia Contract Purchase - New File Servers for the City.
      5. Ratify Purchase - Redundant HVAC Unit for Police Department Datacenter.
      6. Ratify Omnia Contract Purchase - Network Equipment for the Library.

7. Ratify Purchase - Migrate City Telephones to Cloud-Hosted Solution.
8. Ratify Omnia Contract Purchase - New Domain Controllers for the City.

B. Approve Annual Renewal of the Smarsh Service Agreement for Archiving Services.

C. Approve Amendment #1 to Agreement for Engineering Services with CTI Engineers, Inc., for the Design and Construction of a Replacement for the Walnut Ridge Low-Pressure Sewer System.

D. Approve Amendment #1 to the Agreement for Engineering Services with CTI Engineers, Inc - Bain Drive Water and Sewer Relocation Project.

E. Approve Scope of Work and Professional Services Agreement with GetResQ911 for Police Department Dispatch Staffing Services.

F. Authorize the Mayor to Execute a Combined Subdivision Participation and Release Form to Participate in the Six Remnant Defendants' Opioid Settlement.

G. Approve a Proposal from Simple Grants to Develop a Comprehensive Grant Strategy for the City of La Vergne.

H. Approve Amendment #2 to the Grant Contract with the State of Tennessee Department of Commerce and Insurance for the Provision of Grant Funds for Tuition Assistance, Training and Professional Expenses for the Tennessee Law Enforcement Training Academy (TLETA).

I. Approve a Grant Agreement with The Shapira Foundation - HugPatrol.

J. Approve Change Order #7 with Baron Construction, LLC for the Public Works and Community Development Services Facility.

K. Approve Change Order #4 with CTI for the Upper Chaney Woods Interceptor Sewer Project – Final Change Order.

L. Terminate Agreement for Engineering Services with CTI Engineers, Inc. for the North Clayton Interceptor Sewer Project.

M. Approve Agreement with American Municipal Services Corporation to Provide Account Resolution and Collection Services for Delinquent Court Fines and Fees.

N. Ratify Approval of a Quote from Motorola Solutions for Police Department Flex Records Services.

O. Ratify Approval of a Representation Agreement with Bass Berry + Sims for Representation in Connection with Economic Development Matters.

P. Approve Change Order #1 with CTI Engineers for Waldron Road Sewer Assessment Zone.

NEW BUSINESS

6. First Reading - **Ordinance #2026-06** - An Ordinance to Amend the City of La Vergne Zoning Ordinance by Changing the Official Zoning Map for Tax Map 28, Parcels 2 and 1.01. Property Consists of Approximately 13.17 Acres. Property Located on Sanford Road. Current Zoning: A (Agricultural) Zoning District; Proposed Zoning: PDR-R3 (Planned Density Residential with a High Density R-3 Base) Zoning District. (This received a favorable recommendation from the Planning Commission on February 24, 2026. A public hearing will be held on Tuesday, April 7, 2026 at 5:45 p.m.)

7. First Reading - **Ordinance #2026-07** - An Ordinance to Amend the City of La Vergne Zoning Ordinance by Changing the Official Zoning Map for Tax Map 32, Parcels 3, 3.03, 3.04 and 3.05 and Tax Map 29, Parcels 36, 37, 41.01 and 41.02. Property Consists of Approximately 101 Acres. Property Located on and Near Waldron Road and Blair Road. Current Zoning: R-1 (Low Density Residential) Zoning District; Proposed Zoning: PDR-R3 (Planned Density Residential with a High Density R-3 Base) Zoning District. (This received a favorable recommendation from the Planning Commission on February 24, 2026. A public hearing will be held on Tuesday, April 7, 2026 at 5:45 p.m.)

8. **Resolution #2026-11** - A Resolution of the City of La Vergne Board of Mayor and Aldermen to Declare Property Owned by the City to be Surplus to the City's Needs and Directing Disposal of the Same.

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

10. Appoint or Remove Board / Committee Members:

    A. Emergency Communications Division Consolidation Steering Committee

11. Discussion - Industrial Development Districts - Betsy Knotts. (Workshop only.)

12. Discussion - Petition to Establish the Waldron Road Infrastructure Development District - Meritage Homes of Tennessee, Inc. and M/I Homes of Nashville, LLC. (Workshop only.)

MAYOR / ALDERMEN COMMENTS

ADJOURN

MINUTES OF THE SPECIAL MEETING OF THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF LA VERGNE, TENNESSEE HELD ON FEBRUARY 26, 2026, AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

CALL TO ORDER

The February 26, 2026 special meeting of the Board of Mayor and Aldermen of the City of La Vergne, Tennessee was called to order at 5:30 p.m. at La Vergne City Hall by Mayor Jason Cole.

BOARD MEMBERS PRESENT

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

ORDER OF BUSINESS

1. Public Comment Period.

No one spoke.

2. Motion to Approve a Development Agreement with Twinning Station Limited Partners, LLC, Regarding the Development of the Twinning Station Mixed Use Development on South Waldron Road.

A motion made by Alderman Coates, seconded by Alderman Haas, to approve the Development Agreement with Twinning Station Limited Partners, LLC, was adopted following a roll-call vote.

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

ADJOURNMENT

There being no further business, Mayor Cole declared the special meeting adjourned at 5:31 p.m.

_____
Mayor

_____
City Recorder

Approved: _____

MINUTES OF THE REGULAR WORKSHOP OF THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF LA VERGNE, TENNESSEE HELD ON FEBRUARY 26, 2026, AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

CALL TO ORDER

The February 26, 2026 regular workshop of the Board of Mayor and Aldermen of the City of La Vergne, Tennessee was called to order at 5:31 p.m. at La Vergne City Hall by Mayor Jason Cole.

BOARD MEMBERS PRESENT

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

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

ORDER OF BUSINESS

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

No action was taken.

2. **Presentations:**
   - A. **Discussion – Nashville Electric Service – Power Outages and Response – Winter Storm Fern.** Mayor Cole stated that representatives from NES would be at the meeting on March 3, 2026.

3. **Public Comment Period.**

No one spoke.

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

Department reports will be given at the March 3, 2026 Regular Meeting. No action was taken.

OLD BUSINESS

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

Mayor Cole explained the ordinance. No action was taken.

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

Mayor Cole explained the ordinance. No action was taken.

CONSENT AGENDA

7. Consent Agenda Items:

- **A. Approve or Reject City Bids and Purchases:**
  1. **Bid – City Wide Mowing.**
  2. **Bid Amendment – Police Department Uniforms Price Increase.**
  3. **Bid Amendment – Fire Department Uniforms Price Increase.**
  4. **Ratify Approval of OMNIA Contract Purchase – LaserFiche Document Management System Cloud Migration.**
  5. **State Contract Purchase – Microsoft Software Licensing Renewal.**
- **B. Approve Agreement with the Tennessee Department of Health.**
- **C. Approve the Renewal of a License Agreement with Windstream KDL, LLC, to Construct, Maintain, Operate, and Use a Fiber Optic Telecommunications Network Within a Specified Portion of the City's Right-of-Way.**
- **D. Approve a Development Agreement with Alliance Real Estate Company to Repair a Defective Sewer Pipe on Floyd Mayfield Drive.**

Mayor Cole explained each item. City Engineer Gary Lide explained the Agreement with Alliance Real Estate Company and stated the upcoming road improvements that were to take place as a result of this agreement.

No action was taken.

NEW BUSINESS

8. Resolution #2026-09 - A Resolution of the City of La Vergne Board of Mayor and Aldermen to Declare Property Owned by the City to be Surplus to the City's Needs and Directing Disposal of the Same.

Mayor Cole explained the resolution. No action was taken.

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

Mayor Cole explained the resolution. No action was taken.

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

Mayor Cole explained the resolution. No action was taken.

MAYOR / ALDERMEN COMMENTS

Mayor Cole asked for prayers for Vice-Mayor Noe as he recovered from surgery.

ADJOURNMENT

There being no further business, Mayor Cole declared the workshop adjourned at 5:43 p.m.

_____
Mayor

_____
City Recorder

Approved: _____

MINUTES OF THE REGULAR MEETING OF THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF LA VERGNE, TENNESSEE HELD ON MARCH 3, 2026, AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

CALL TO ORDER

The March 3, 2026 regular meeting of the Board of Mayor and Aldermen of the City of La Vergne, Tennessee was called to order at 6:00 p.m. at La Vergne City Hall by Mayor Jason Cole.

BOARD MEMBERS PRESENT

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

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

ORDER OF BUSINESS

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

A motion, made by Mayor Cole, seconded by Alderman Haas, to approve the minutes of the January 29, 2026 Workshop and February 3, 2026 Regular Meeting, was adopted with all voting AYE.

2. Presentations:

A. Discussion – Nashville Electric Service – Power Outages and Response – Winter Storm Fern. Mr. Brent Baker, NES Chief Operating Officer, Mr. Antonio Carol, NES Attorney, and Mr. Kevin Phelps, NES Operations Manager, presented to the Board on Nashville Electric Service's response to Winter Storm Fern, improvements that were planned to their internal policies and answered questions from the Board.

3. Public Comment Period.

No one spoke.

4. Department Reports:

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

B. **Fire Department.** Chief Ronnie Beasley gave the report for the Fire Department.

C. **Human Resources Department.** Mr. Andrew Patton introduced Ms. Adrienne Liggins the new Senior Human Resources Specialist & Safety Coordinator for the City.

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

E. **Library.** Ms. Donna Bebout gave the report for the Library.

F. **Water Treatment Plant.** Mr. Dwayne Lowry gave the report for the Water Treatment Plant.

G. **Finance.** Ms. Danielle Brown gave the report for the Finance Department.

OLD BUSINESS

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

A motion, made by Mayor Cole, seconded by Alderman Hobbs, to approve Ordinance #2026-01 on second reading, was adopted with all voting AYE.

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

A motion, made by Mayor Cole, seconded by Alderman Haas, to approve Ordinance #2026-02 on second reading, was adopted with all voting AYE.

CONSENT AGENDA

7. Consent Agenda Items:

A. Approve or Reject City Bids and Purchases:

1. **Bid – City Wide Mowing.**
2. **Bid Amendment – Police Department Uniforms Price Increase.**
3. **Bid Amendment – Fire Department Uniforms Price Increase.**

4. **Ratify Approval of OMNIA Contract Purchase – LaserFiche Document Management System Cloud Migration.**
5. **State Contract Purchase – Microsoft Software Licensing Renewal.**

B. **Approve Agreement with the Tennessee Department of Health.**

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

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

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

NEW BUSINESS

8. Resolution #2026-09 - A Resolution of the City of La Vergne Board of Mayor and Aldermen to Declare Property Owned by the City to be Surplus to the City's Needs and Directing Disposal of the Same.

A motion was made by Mayor Cole, seconded by Alderman Hobbs, to approve Resolution #2026-09, was adopted with all voting AYE.

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

A motion was made by Mayor Cole, seconded by Alderman Haas, to approve Resolution #2026-10, was adopted with all voting AYE.

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

A motion, made by Mayor Cole, seconded by Alderman Hobbs, to approve Ordinance #2026-05 on first reading, was adopted with all voting AYE.

MAYOR / ALDERMEN COMMENTS

Alderman Hobbs expressed her thanks to NES for their presentation to the Board, she thanked Public Works staff for their work during the winter storm, reminded residents to

take advantage of the kindergarten readiness program at the library and stated she was looking forward to the Easter drive thru.

Alderman Haas thanked Public Works staff for their work during the Belle of the Ball dance and reminded residents to attend the Easter drive thru.

Mayor Cole thanked the Public Works, Police, and Fire staff for their work during the winter storm, informed residents about the newly opened 7 Brew Coffee, a Fifth Third Bank that is scheduled to open in May and thanked NES for their presentation to the Board.

ADJOURNMENT

There being no further business, Mayor Cole declared the meeting adjourned at 7:15 p.m.

_____
Mayor

_____
City Recorder

Approved: _____

ITEM REPORT

Board of Mayor and Aldermen

Date: April 2, 2026

Item #: 4.	Second Reading - **Ordinance #2026-05** - An Ordinance to Amend the Fiscal Year 2025-2026 General Fund Budget.		
Department:	Parks & Recreation	**Presented By:**	David McGowen
Item Attachments:	1. Ordinance #2026-05		

Purpose:
This is a budget amendment for the General Fund to allocate funds for the America 250 activities that are being proposed by the Parks & Recreation Department.

Background:
An internal committee was formed to explore options to celebrate America 250, a nationwide celebration of the 250th anniversary of the signing of the Declaration of Independence. We would like to add banners to the electric poles along Murfreesboro Rd. These banners will require new mounting poles, brackets and hardware. The banners will be two-sided. The mounting poles will be able to be used for future banner displays. We would also like to host a Color Walk that will take place on June 13th. It will begin at the CDS building and proceed down the greenway, with a photo op and banner located at the 1.776 mile marker. 12"x18" American flags will be given away the day of the Color Walk and light refreshments will be available. This would also include the purchase of 1,000 challenge coins that would be available to the community.

Financial Summary:
The proposed budget for these items is $20,000.

Staff Recommendation:
Staff recommends approval.

ORDINANCE #2026-05

AN ORDINANCE TO AMEND THE FISCAL YEAR 2025-2026 GENERAL FUND BUDGET.

BE IT ORDAINED By the Board of Mayor and Aldermen of the City of La Vergne as follows:

The 2025-2026 Budget is hereby amended for the **General Fund** by providing for:

Increased Expenditures for account number:

110-44400-850	Parks & Recreation - Programs	$	20,000

Decrease Fund Balance:

110-37840	Transfer from Fund Balance	$	20,000

THIS ORDINANCE SHALL TAKE EFFECT FROM AND AFTER THE DATE OF FINAL PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen: _____
1st Reading

_____ _____
Jason Cole, Mayor 2nd Reading

ATTEST:

_____
Joshua Miller, City Recorder

Published in the Murfreesboro Post on _____.

ITEM REPORT

Board of Mayor and Aldermen

Date: April 2, 2026

Item #: 5.A.1.	Ratify Omnia Contract Purchase - New City Firewall.		
Department:	Information Technology	**Presented By:**	Glenn Green
Item Attachments:	1. GHA Tech - Firewall Quote		

Purpose:
This item is to ratify the purchase of new firewall equipment for the city.

Background:
This item is to ratify the purchase of new network firewall equipment for the city. The purchase consists of the main firewall as well as an additional high availability failover unit and five years licensing and support. This is an emergency purchase and is not a budgeted item.

Financial Summary:
The cost of the equipment and licensing is $31,540.00.

Staff Recommendation:
Staff recommends approval.

GHA Technologies, Inc.
NEW REMITTANCE ADDRESS
Dept #880831
PO Box 29650
Phoenix, Arizona 85038-9650
United States
http://www.gha-associates.com
(P) 480-951-6865
(F) 480-951-6956

Quotation (Open)

Date
Feb 19, 2026 03:31 PM EST

Modified Date
Mar 05, 2026 03:32 PM EST

Quote #
3073094 - rev 1 of 1

Description
SonicWall 3 & Free upgrade promotion + HA 3 and 5 YR + DAC

SalesRep
Decker, Josh
(P) 629-216-3700

Customer Contact
Green, Glenn
(P) (615) 793-7744
ggreen1@lavergnetn.gov

Customer
City of LaVergne (CO132051)
Green, Glenn
5093 Murfreesboro Rd
Lavergne, TN 37086
United States

Bill To
City of LaVergne
Green, Glenn
1500 E. Nir Shreibman Blvd.
Information Technology
Lavergne, TN 37086
United States
(P) (615) 793-7744
ggreen1@LaVergneTN.gov

Ship To
City of LaVergne
Green, Glenn
1500 E. Nir Shreibman Blvd.
Information Technology
Lavergne, TN 37086
United States
(P) (615) 793-7744
ggreen1@LaVergneTN.gov

Customer PO:	**Terms:** Undefined	**Ship Via:** FedEx Ground
Special Instructions: Omnia contract # R200803		**Carrier Account #:**

#	Image	Description	Part #	Tax	Qty	Unit Price	Total
1		SonicWall Secure Upgrade Plus Advanced Edition Subscription license (3 years) + 24x7 Support - 1 appliance	03-SSC-7038	Yes	1	$15,500.00	$15,500.00
2		SonicWall NSa 4800 Security appliance - High Availability - 2.5GbE, 5GbE, 10GbE - 1U - rack-mountable	03-SSC-7039	Yes	1	$4,850.00	$4,850.00
3		SonicWall Advanced Protection Service Suite Subscription license (2 years)	03-SSC-6723	Yes	1	$11,000.00	$11,000.00
4		SonicWall Direct attach cable - SFP+ (M) to SFP+ (M) - 3 m - twinaxial	01-SSC-9788	Yes	1	$190.00	$190.00

Subtotal:	**$31,540.00**
Tax (.0000%):	$0.00
Shipping:	$0.00
Misc:	$0.00
Total:	**$31,540.00**

DLL Leasing Option	$2,767.00 / mo. for 12 months. $1,449.58 / mo. for 24 months. $1,011.80 / mo. for 36 months. $793.86 / mo. for 48 months. $663.92 / mo. for 60 months.

Sales tax calculation is estimated and subject to change. Terms Definition: Unless agreed upon otherwise; Net 30 terms, cash in the GHA bank 30 days from the date of shipment. Lease payment calculations are estimated and may include sales tax in the payment amount. You can obtain an accurate lease quote from our leasing company. Rates are subject to change without notice.

GHA is an authorized and leading supplier for Microsoft, HP, Apple, Dell, Lenovo, VMWare, IBM and Cisco. GHA does not source any of these products from the gray market. If you have a pending quotation from a competitor that is significantly less in price, that may be a strong indication of gray market involvement. Please immediately bring this to the attention of your sales professional who can verify with the manufacturer for your benefit and protection. Your sales representative can also talk to you about the risks associated with doing business with a gray market supplier.

-The prices quoted may change due to market conditions beyond our control.

-GHA cannot be responsible for manufacturer availability or delays.

-No verbal quotations or promises can be honored unless set forth herein.

-Due to many people working from home, GHA will not be responsible for the boxes if lost or stolen after the delivery has been made, and if they are lost or stolen, you still agree to pay your GHA invoice. Signature will be required on all shipments.

-Handling Fees: Handling fees charged on shipments are in addition to the freight and insurance charges and vary.

-Returns Policy: Because GHA Represents more than 3500 manufacturers, it is the policy of GHA to pass through the return policy of the manufacturer. Return approvals are subject to the manufacturers approval. Cloud Service Provider CSP orders for Microsoft require at least 30 days of cancellation notice from Buyer. Buyer agrees to pay for any cloud subscription usage incurred. For all other CSP s, GHA will pass through and honor the cancellation policy as stated in the original contract 7, 30, 60 or 90 days of cancellation notice is required. Custom computers and technology orders are non-cancellable and non-returnable. No return will be accepted after 30 days from the invoice date. Goods accepted for credit upon return will be subject to handling/restocking charge, which shall be not less than 15% of the price of Goods. Custom-made Goods are not subject to cancellation or return under any circumstances. In no case are Goods to be returned without first obtaining Seller's written permission. Goods must be securely packed in the original packaging and delivered to Seller in an undamaged condition with Buyer being solely responsible for paying all return freight expenses and keeping the GHA invoice current within 30 days from the date of shipment regardless of the reason for a return. All returns must be accompanied by an authorized RMA number, which is valid for 15 days after date of issuance. GHA Technologies makes NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE with respect to the goods described hereon. Professional Service Organizations are separate companies from GHA. GHA is not responsible for their workmanship and there is no right to offset payment.

-International shipments/returns: Customer is responsible to pay all VAT, duties, customs charges, freight forwarding services, storage, handling, foreign exchange rates/fees, miscellaneous fees from any country, expedited or return freight expenses. Customer shall be liable; GHA is NOT responsible. GHA is not responsible for any return shipment expenses.

-Supplier represents and warrants that it is an equal-opportunity employer and does not discriminate on the basis of age, race, creed, color, religion, sex, sexual orientation, gender identity, national origin, disability, marital or veteran status, or any other basis that is prohibited by law.

-This document shall be governed by the laws of the State of Arizona.

-You may view all Terms & Conditions at: https://www.gha-associates.com/terms-and-conditions - .

-THIS QUOTE HAS BEEN PROVIDED FOR CLIENT AND GHA PURPOSES ONLY**

-CORPORATE OFFICE: (REMIT PAYMENTS TO THE DEPARTMENT NUMBER AND PO BOX LISTED ABOVE; NO PAYMENTS SHOULD BE MAILED TO THE CORPORATE OFFICE) GHA Technologies, Inc. 8998 E. Raintree Drive Scottsdale, AZ 85260

ITEM REPORT

Board of Mayor and Aldermen

Date: April 2, 2026

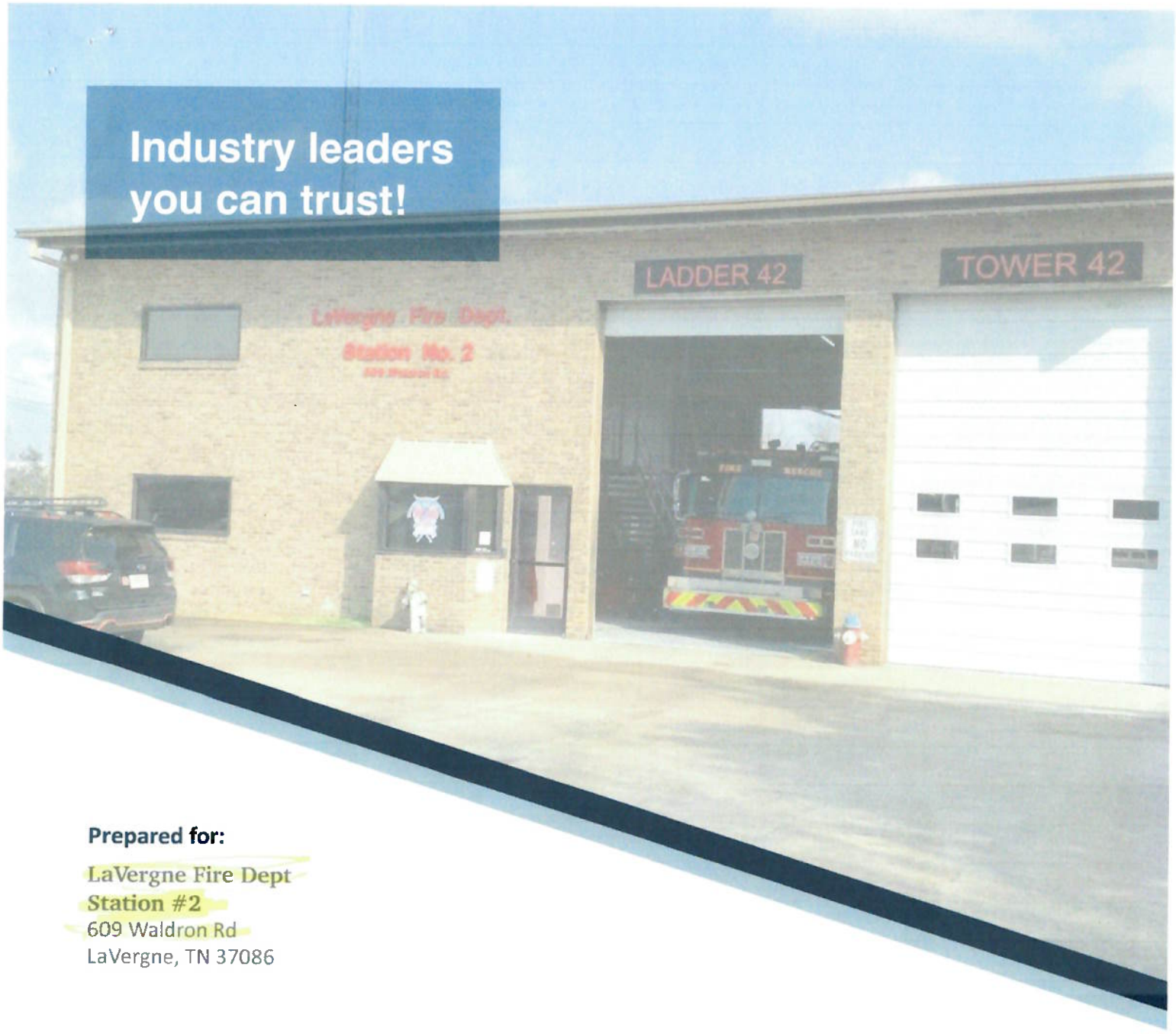
Item #: 5.A.2.	Ratify Emergency Purchase - Roof Repair for Fire Station 42.		
Department:	Fire	**Presented By:**	Ronny Beasley
Item Attachments:	1. Emergency Roof Repair for Fire Station 42		

Purpose:
Ratify emergency repair to the roof at Fire Station 42.

Background:
This is a request to ratify the emergency roof repair at Fire Station 42. The roof is leaking in the living quarters, which requires installing a membrane over the existing roof. Two quotes were received, but the staff was unable to obtain a third. Staff recommends the $400 higher quote, based on the specifications provided.

Financial Summary:
The quote was for $24,400.

Staff Recommendation:
Staff recommends ratification of the emergency work order.



Prepared for:

LaVergne Fire Dept
Station #2
609 Waldron Rd
LaVergne, TN 37086

Proposal

Patrick Binkley
Commercial Division Manager
5510 East Division Street #121
Mount Juliet, TN 37122
615-278-6600
pbinkley@betterroof.com

Centennial Roofing
Built to last.

FEBRUARY 24, 2026

Included w/ Roof Replacement

Comprehensive Scope of Work for Roof Replacement

Roofing Scope of Work : Approx. 5,000 SF

1. Remove 2 old existing fiberglass skylights and replace with new metal panels.
2. Replace any loose or missing exposed fasteners with new oversized fasteners and pretreat known leak locations.
2. Washing the roof thoroughly with manufacturer approved cleaning agent and dry.
5. Repair any gaps in the seams greater than 1/8" with additional fasteners.
6. Seal all seams, ridges, fasteners and penetrations using Tropicals 9400 Silicone Mastic.

Option 1: 10-yr warranty

7. Install Tropicals 924 silicone over the entire roof surface at a rate of 1.5 Gal per SQ.
8. This roofing system will come with a **10 year manufacturers labor and material warranty**.

-or-

Option 2: 15-yr warranty

7. Install Tropicals 924 silicone over the entire roof surface at a rate of 2.0 Gal per SQ.
8. This roofing system will come with a **15 year manufacturers labor and material warranty**.

-or

Option 3: 20-yr warranty

7. Install Tropicals 924 silicone over the entire roof surface at a rate of 2.5 Gal per SQ.
8. This roofing system will come with a **20 year manufacturers labor and material warranty**.
9. All labor, materials, clean up, to complete the job.

Qualifications and Exclusions:

1. Some leaks may occur during the washing process, we will do our best to keep them to a minimum.
2. We will need a staging area with easy access where materials can be stored throughout the project.
3. Water source is to be provided by the building owner.
4. This proposal does not anticipate or include any metal repair beyond the skylight replacement. If needed, any repair additions will be discussed with the owner's representative.

Patrick Binkley
Centennial Roofing
615-734-0634
pbinkley@betterroof.com

Centennial Roofing
Built to last.

Summary

Please review and sign the proposal with any notes

Estimated total for Option 1:	$24,400.00
Estimated total for Option 2:	$25,900.00
Estimated total for Option 3:	$27,700.00

Customer notes:

Client's Signature

Date

Patrick Binkley, Centennial Roofing

Date

By signing this document you agree to the statement of works provided by **Centennial Roofing** and in accordance with any terms described within.

50% Payment due prior to start of job; remainder due upon completion.

Patrick Binkley
Centennial Roofing
615-734-0634
pbinkley@betterroof.com

Centennial Roofing
Built to last.

ESTIMATE

Roman Renovations
3293 E Jefferson Pike
Lascassas, TN 37085

roman_renovations@yahoo.com
+1 (615) 663-5123
romanroofingandrenovations.net

Bill to
Fire Hall
609 Waldren Rd.
LaVergne, TN 37086

42

Ship to
Fire Hall
609 Waldren Rd.
LaVergne, TN 37086

Estimate details
Estimate no.: 1023
Estimate date: 02/12/2026

#	Product or service	Description	Qty	Rate	Amount
1.		40 sq roofing surface			
2.		clean roofing			
3.		prep roofing			
4.		prime roofing with Gaco Primer			
5.		2 coats Gaco seal coat			
6.	**Services**	Total			$24,000.00

Total **$24,000.00**

Accepted date

Accepted by

ITEM REPORT

Board of Mayor and Aldermen

Date: April 2, 2026

Item #: 5.A.3.	Ratify Omnia Contract Purchase - New Virtual Host Servers for the City.		
Department:	Information Technology	**Presented By:**	Glenn Green
Item Attachments:	1. GHA Quote 3084830		

Purpose:
This item is to ratify the purchase of new server equipment for the city.

Background:
This item is to ratify the purchase of new server equipment for the city. The purchase consists of a main virtual host server as well as an additional failover unit and three years of hardware support. This is an emergency purchase and is not a budgeted item.

Financial Summary:
The cost of the equipment is $26,700.00.

Staff Recommendation:
Staff recommends approval.

GHA Technologies, Inc.
NEW REMITTANCE ADDRESS
Dept #880831
PO Box 29650
Phoenix, Arizona 85038-9650
United States
http://www.gha-associates.com
(P) 480-951-6865
(F) 480-951-6956

Quotation (Open)

Date
Mar 18, 2026 08:57 PM EDT

Modified Date
Mar 18, 2026 08:59 PM EDT

Quote #
3084830 - rev 1 of 1

Description
PowerEdge R360 Server for HyperV 3YR Pro

SalesRep
Decker, Josh
(P) 629-216-3700

Customer Contact
Green, Glenn
(P) (615) 793-7744
ggreen1@lavergnetn.gov

Customer
City of LaVergne (CO132051)
Green, Glenn
5093 Murfreesboro Rd
Lavergne, TN 37086
United States

Bill To
City of LaVergne
Green, Glenn
1500 E. Nir Shreibman Blvd.
Information Technology
Lavergne, TN 37086
United States
(P) (615) 793-7744
ggreen1@LaVergneTN.gov

Ship To
City of LaVergne
Green, Glenn
1500 E. Nir Shreibman Blvd.
Information Technology
Lavergne, TN 37086
United States
(P) (615) 793-7744
ggreen1@LaVergneTN.gov

Customer PO:	Terms:	Ship Via:
	Undefined	FedEx Ground
Special Instructions: Omnia contract # R200803		**Carrier Account #:**

#	Image	Description	Part #	Tax	Qty	Unit Price	Total
1		PowerEdge R360 Server for HyperV 1x Intel Xeon 6 Performance 6357P, 128GB Memory, 6x 2.4TB 10K HD, iDRAC9 Express, 3YR Pro Support & 3YR Keep your Hard Drive	210-BJTR	Yes	2	$13,350.00	$26,700.00

Note: MFG Part# Description
1 210-BJTR PowerEdge R360 Server
1 461-AAIG Trusted Platform Module 2.0 V6
1 321-BKHR 2.5 Chassis with up to 8 Hot Plug Hard Drives Adapter PERC 11 No BOSS Support
1 338-CSXS Intel Xeon 6 Performance 6357P 3.0G, 8C/16T, 24M Cache, Turbo, (80W) DDR5-4800
1 412-BBHK Heatsink
1 370-AAIP Performance Optimized
1 370-BCBM 5600MT/s UDIMMs
1 780-BCDI No RAID
1 405-ABDK PERC H355 Adapter
1 384-BBBL Performance BIOS Settings
1 800-BBDM UEFI BIOS Boot Mode with GPT Partition
1 387-BBEY No Energy Star
1 384-BDMK No Additional FAN for 3.5 Chassis
1 450-AMDH Dual (1+1) Redundant Hot-Plug Power Supply 600W MM (100-240Vac)
1 330-BCML Riser Config 0 No Riser
1 338-CSWZ PowerEdge R360 Motherboard with with Broadcom 5720 Dual Port 1Gb On-Board LOM, MX, MLK
1 350-BBBW No Bezel
1 350-BCTP Dell Luggage Tag R360
1 470-AFBU BOSS Blank
1 619-ABVR No Operating System
1 605-BBFN No Media Required
1 379-BFXS Dell Connectivity Client - Enabled
1 634-CYDF Dell Connectivity Module
1 780-BCXH iDRAC9 Basic 16G
1 528-COYT Secured Component Verification
1 634-CZRQ Dell Secure Onboarding Client Disabled
1 379-BCRG iDRAC Factory Generated Password No OMQR
1 379-BCQY iDRAC Group Manager Disabled
1 770-BCWN ReadyRails Sliding Rails Without Cable Management Arm (A12)
1 770-BDMT Cable Management Arm
1 631-AACK No Systems Documentation No OpenManage DVD Kit
1 340-DLXS PowerEdge R360 Shipping
1 340-CWUJ PowerEdge R350/R360 Shipping Material for 2.5 Chassis
1 389-FFNB PowerEdge R360 CCC Marking No CE Marking
1 707-6843 ProSupport Next Business Day Onsite Service After Problem Diagnosis 3 Years

1 707-6865 ProSupport 7x24 Technical Support and Assistance 3 Years
1 707-6946 Dell Hardware Limited Warranty Plus Onsite Service
1 989-3439 Thank you choosing Dell ProSupport. For tech support visit dell official sites or call 1-800- 945-3355
1 841-5979 Keep your Hard Drive For Enterprise 3 Years
1 900-9997 On-Site Installation Declined
4 370-BBZF 32GB UDIMM 5600MT/s ECC
6 161-BCCR 2.4TB Hard Drive SAS FIPS-140 10K 512e 2.5in Hot-Plug
2 450-AALV Power Cord - C13 3M 125V 15A (North America Guam North Marianas Philippines Samoa Vietnam)

Subtotal:	**$26,700.00**
Tax (.0000%):	$0.00
Shipping:	$0.00
Misc:	$0.00
Total:	**$26,700.00**

DLL Leasing Option	$2,342.39 / mo. for 12 months. $1,227.13 / mo. for 24 months. $856.54 / mo. for 36 months. $672.04 / mo. for 48 months. $562.04 / mo. for 60 months.

Sales tax calculation is estimated and subject to change. Terms Definition: Unless agreed upon otherwise; Net 30 terms, cash in the GHA bank 30 days from the date of shipment. Lease payment calculations are estimated and may include sales tax in the payment amount. You can obtain an accurate lease quote from our leasing company. Rates are subject to change without notice.

GHA is an authorized and leading supplier for Microsoft, HP, Apple, Dell, Lenovo, VMWare, IBM and Cisco. GHA does not source any of these products from the gray market. If you have a pending quotation from a competitor that is significantly less in price, that may be a strong indication of gray market involvement. Please immediately bring this to the attention of your sales professional who can verify with the manufacturer for your benefit and protection. Your sales representative can also talk to you about the risks associated with doing business with a gray market supplier.

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-GHA cannot be responsible for manufacturer availability or delays.

-No verbal quotations or promises can be honored unless set forth herein.

-Due to many people working from home, GHA will not be responsible for the boxes if lost or stolen after the delivery has been made, and if they are lost or stolen, you still agree to pay your GHA invoice. Signature will be required on all shipments.

-Handling Fees: Handling fees charged on shipments are in addition to the freight and insurance charges and vary.

-Returns Policy: Because GHA Represents more than 3500 manufacturers, it is the policy of GHA to pass through the return policy of the manufacturer. Return approvals are subject to the manufacturers approval. Cloud Service Provider CSP orders for Microsoft require at least 30 days of cancellation notice from Buyer. Buyer agrees to pay for any cloud subscription usage incurred. For all other CSP s, GHA will pass through and honor the cancellation policy as stated in the original contract 7, 30, 60 or 90 days of cancellation notice is required. Custom computers and technology orders are non-cancellable and non-returnable. No return will be accepted after 30 days from the invoice date. Goods accepted for credit upon return will be subject to handling/restocking charge, which shall be not less than 15% of the price of Goods. Custom-made Goods are not subject to cancellation or return under any circumstances. In no case are Goods to be returned without first obtaining Seller's written permission. Goods must be securely packed in the original packaging and delivered to Seller in an undamaged condition with Buyer being solely responsible for paying all return freight expenses and keeping the GHA invoice current within 30 days from the date of shipment regardless of the reason for a return. All returns must be accompanied by an authorized RMA number, which is valid for 15 days after date of issuance. GHA Technologies makes NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE with respect to the goods described hereon. Professional Service Organizations are separate companies from GHA. GHA is not responsible for their workmanship and there is no right to offset payment.

-International shipments/returns: Customer is responsible to pay all VAT, duties, customs charges, freight forwarding services, storage, handling, foreign exchange rates/fees, miscellaneous fees from any country, expedited or return freight expenses. Customer shall be liable; GHA is NOT responsible. GHA is not responsible for any return shipment expenses.

-Supplier represents and warrants that it is an equal-opportunity employer and does not discriminate on the basis of age, race, creed, color, religion, sex, sexual orientation, gender identity, national origin, disability, marital or veteran status, or any other basis that is prohibited by law.

-This document shall be governed by the laws of the State of Arizona.

-You may view all Terms & Conditions at: https://www.gha-associates.com/terms-and-conditions - .

-THIS QUOTE HAS BEEN PROVIDED FOR CLIENT AND GHA PURPOSES ONLY**

-CORPORATE OFFICE: (REMIT PAYMENTS TO THE DEPARTMENT NUMBER AND PO BOX LISTED ABOVE; NO PAYMENTS SHOULD BE MAILED TO THE CORPORATE OFFICE) GHA Technologies, Inc. 8998 E. Raintree Drive Scottsdale, AZ 85260

ITEM REPORT

Board of Mayor and Aldermen

Date: April 2, 2026

Item #: 5.A.4.	Ratify Omnia Contract Purchase - New File Servers for the City.		
Department:	Information Technology	**Presented By:**	Glenn Green
Item Attachments:	1. GHA Sales Order 3084747		

Purpose:
This item is to ratify the purchase of new server equipment for the city.

Background:
This item is to ratify the purchase of new server equipment for the city. The purchase consists of a main file server as well as an additional failover unit and three years of hardware support. This is an emergency purchase and is not a budgeted item.

Financial Summary:
The cost of the equipment is $13,000.00.

Staff Recommendation:
Staff recommends approval.

GHA Technologies, Inc.
NEW REMITTANCE ADDRESS
Dept #880831
PO Box 29650
Phoenix, Arizona 85038-9650
United States
http://www.gha-associates.com
(P) 480-951-6865
(F) 480-951-6956

Sales Order (Submitted)

Date
Mar 19, 2026 05:47 PM EDT

Modified Date
Mar 19, 2026 05:48 PM EDT

SO #
3084747 - rev 1 of 1

Description
PowerEdge R360 Server FileServ and DeptServ

SalesRep
Decker, Josh
(P) 629-216-3700

Customer Contact
Green, Glenn
(P) (615) 793-7744
ggreen1@lavergnetn.gov

Customer
City of LaVergne (CO132051)
Green, Glenn
5093 Murfreesboro Rd
Lavergne, TN 37086
United States

Bill To
City of LaVergne
Green, Glenn
1500 E. Nir Shreibman Blvd.
Information Technology
Lavergne, TN 37086
United States
(P) (615) 793-7744
ggreen1@LaVergneTN.gov

Ship To
City of LaVergne
Green, Glenn
1500 E. Nir Shreibman Blvd.
Information Technology
Lavergne, TN 37086
United States
(P) (615) 793-7744
ggreen1@LaVergneTN.gov

Customer PO:	Terms:	Ship Via:
42	Purchase Order (Net 30 Days)	FedEx Ground
Special Instructions: Omnia contract # R200803		**Carrier Account #:**

#	Description	Part #	Tax	Qty	Unit Price	Total
1	PowerEdge R360 Server File Server 1x Intel Xeon Performance 6315P, 32GB Memory, 4x 2TB 7.2K HD, iDRAC9 Express, 3YR Basic Warranty	210-BJTR	Yes	2	$6,500.00	$13,000.00

Note: Qty MFG Part# Description
1 210-BJTR PowerEdge R360 Server
1 461-AAIG Trusted Platform Module 2.0 V6
1 321-BKHN 3.5 Chassis with up to 4 Hot Plug Hard Drives Front PERC
1 338-CSXZ Intel - Xeon - 6315P - 2.8GHz - Total Threads: 4 - FCLGA1700 - 12MB - Server Vertical Segment - 128GB RAM Supported - DRAM - Max of Memory Channels:2 - Thermal Design Power (TDP):55W
1 412-BBHK Heatsink
1 370-AAIP Performance Optimized
1 370-BCBM 5600MT/s UDIMMs
1 780-BCDP RAID 5
1 405-AAZB PERC H755 SAS Front
1 750-ACFR Front PERC Mechanical Parts front load
1 384-BBBL Performance BIOS Settings
1 800-BBDM UEFI BIOS Boot Mode with GPT Partition
1 387-BBEY No Energy Star
1 384-BDMK No Additional FAN for 3.5 Chassis
1 450-AMDH Dual (1+1) Redundant Hot-Plug Power Supply 600W MM (100-240Vac)
1 330-BCML Riser Config 0 No Riser
1 338-CSWZ PowerEdge R360 Motherboard with Broadcom 5720 Dual Port 1Gb On-Board LOM, MX, MLK
1 350-BBBW No Bezel
1 350-BCTP Dell Luggage Tag R360
1 470-AFBU BOSS Blank
1 619-ABVR No Operating System
1 605-BBFN No Media Required
1 379-BFXS Dell Connectivity Client - Enabled
1 634-CYDF Dell Connectivity Module
1 780-BCXH iDRAC9 Basic 16G
1 528-COYT Secured Component Verification
1 634-CZRQ Dell Secure Onboarding Client Disabled
1 379-BCRG iDRAC Factory Generated Password No OMQR
1 379-BCQY iDRAC Group Manager Disabled
1 770-BCWN ReadyRails Sliding Rails Without Cable Management Arm (A12)
1 770-BDMT Cable Management Arm
1 631-AACK No Systems Documentation No OpenManage DVD Kit
1 340-DLXS PowerEdge R360 Shipping
1 340-CWUL PowerEdge R350/R360 Shipping Material for 3.5 Chassis
1 389-FFNB PowerEdge R360 CCC Marking No CE Marking

1 709-BBFB Basic Next Business Day 12 Months
1 865-BBKQ ProSupport and Next Business Day Onsite Service Initial 12 Months
1 865-BBKR ProSupport and Next Business Day Onsite Service Extension 24 Months for a total of 36 Months
1 711-BCYX Keep Your Hard Drive For Enterprise 36 Months
1 883-BBFN No Field Deployment
2 370-BBZG 16GB UDIMM 5600MT/s ECC
4 400-BLLI 2TB Hard Drive SATA 6Gbps 7.2K 512n 3.5in Hot-Plug
2 450-AALV Power Cord - C13 3M 125V 15A (North America Guam North Marianas Philippines Samoa Vietnam)

Subtotal:	**$13,000.00**
Tax (.0000%):	$0.00
Shipping:	$0.00
Misc:	$0.00
Total:	**$13,000.00**

Thank you for your order. We value your business and will continue to provide you excellent service in addition to our comprehensive product line.

GHA is an authorized and leading supplier for Microsoft, HP, Apple, Dell, Lenovo, VMWare, IBM and Cisco. GHA does not source any of these products from the gray market. If you have a pending quotation from a competitor that is significantly less in price, that may be a strong indication of gray market involvement. Please immediately bring this to the attention of your sales professional who can verify with the manufacturer for your benefit and protection. Your sales representative can also talk to you about the risks associated with doing business with a gray market supplier.

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-International shipments/returns: Customer is responsible to pay all VAT, duties, customs charges, freight forwarding services, storage, handling, foreign exchange rates/fees, miscellaneous fees from any country, expedited or return freight expenses. Customer shall be liable; GHA is NOT responsible. GHA is not responsible for any return shipment expenses.

-Supplier represents and warrants that it is an equal-opportunity employer and does not discriminate on the basis of age, race, creed, color, religion, sex, sexual orientation, gender identity, national origin, disability, marital or veteran status, or any other basis that is prohibited by law.

-This document shall be governed by the laws of the State of Arizona.

-You may view all Terms & Conditions at: https://www.gha-associates.com/terms-and-conditions - .

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-CORPORATE OFFICE: (REMIT PAYMENTS TO THE DEPARTMENT NUMBER AND PO BOX LISTED ABOVE; NO PAYMENTS SHOULD BE MAILED TO THE CORPORATE OFFICE) GHA Technologies, Inc. 8998 E. Raintree Drive Scottsdale, AZ 85260

ITEM REPORT

Board of Mayor and Aldermen

Date: April 2, 2026

Item #: 5.A.5.	Ratify Purchase - Redundant HVAC Unit for Police Department Datacenter.		
Department:	Information Technology	**Presented By:**	Glenn Green
Item Attachments:	1. AC Services Quote		

Purpose:
This item is to ratify the purchase of a new redundant air unit for the LPD datacenter.

Background:
City Bid Contract Purchase - Redundant Air Conditioning Unit for LPD datacenter. This purchase is for the installation of a 2-ton Mitsubishi mini split A/C unit for the LPD server room. The cost is being split between the Police Department and Information Technology. This purchase is under the Air Conditioning Service citywide bid. This is an emergency purchase and is not a budgeted item.

Financial Summary:
The cost of the equipment is $6,900.00.

Staff Recommendation:
Staff recommends approval.

Air Conditioning
est. 1959 SERVICE, INC.
"The Guys in the Green Trucks"
(615) 834-1080 P.O. BOX 111089 NASHVILLE TN 37222

TO: CITY OF LAVERGNE POLICE DEPT.	PHONE: 615-793-7303	1/16/2026
STREET: 5093-B MURFREESBORO RD.	RECOMMENDATIONS:	
CITY: LAVERGNE, TN 37086	SERVER ROOM	

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

THE INSTALLATION OF A MINI SPLIT IN THE SERVER ROOM.

OPTION 1 TO INSTALL A 3 TON MITSUBISHI MINI SPLIT $10,900.00

OPTION 2 TO INSTALL A 2 TON MITSUBISHI MINI SPLIT $6900.00

1 YEAR WARRANTY 10 YEAR WARRANTY PARTS.

THERE IS A $500.00 CANCELLATION FEE IF YOU CHOOSE TO CANCEL THE JOB AFTER THE EQUIPMENT HAS BEEN ORDERED. PAYMENT IS DUE WHEN THE JOB IS COMPLETE.
THE ESTIMATE IS GOOD FOR 10 DAYS FROM THE DATE OF THE ESTIMATE.

We at AIR CONDITIONING SERVICE thank you for the opportunity to serve you on this project and if you have any questions, do not hesitate to give me a call.

Authorized Signature: Steven Collins
Steven Collins
Commercial Sales Manager
STEVEN@GREENTRUCKS.COM
Cell# 615-207-6374
Phn# 615-834-1080
Fax# 615-834-0921
Date and signature of acceptance: _____

ITEM REPORT

Board of Mayor and Aldermen

Date: April 2, 2026

Item #: 5.A.6.	Ratify Omnia Contract Purchase - Network Equipment for the Library.		
Department:	Information Technology	**Presented By:**	Glenn Green
Item Attachments:	1. GHA Network Quote 3081447		

Purpose:
This item is to ratify the purchase of new network equipment for the library.

Background:
This item is to ratify the purchase of new network equipment for the library. The purchase consists of a main firewall, network switches, wireless access points, and five years licensing and support. This is an emergency purchase and is not a budgeted item.

Financial Summary:
The cost of the equipment and licensing is $6,432.00.

Staff Recommendation:
Staff recommends approval.

GHA Technologies, Inc.
NEW REMITTANCE ADDRESS
Dept #880831
PO Box 29650
Phoenix, Arizona 85038-9650
United States
http://www.gha-associates.com
(P) 480-951-6865
(F) 480-951-6956

Quotation (Open)

Date
Mar 11, 2026 02:32 PM EDT

Modified Date
Mar 12, 2026 12:49 PM EDT

Quote #
3081447 - rev 1 of 1

Description
Ubiquiti Library Set up

SalesRep
Decker, Josh
(P) 629-216-3700

Customer Contact
Green, Glenn
(P) (615) 793-7744
ggreen1@lavergnetn.gov

Customer
City of LaVergne (CO132051)
Green, Glenn
5093 Murfreesboro Rd
Lavergne, TN 37086
United States

Bill To
City of LaVergne
Green, Glenn
1500 E. Nir Shreibman Blvd.
Information Technology
Lavergne, TN 37086
United States
(P) (615) 793-7744
ggreen1@LaVergneTN.gov

Ship To
City of LaVergne
Green, Glenn
1500 E. Nir Shreibman Blvd.
Information Technology
Lavergne, TN 37086
United States
(P) (615) 793-7744
ggreen1@LaVergneTN.gov

Customer PO:	Terms:	Ship Via:
	Undefined	FedEx Ground
Special Instructions: Omnia 01-168		**Carrier Account #:**

#	Image	Description	Part #	Tax	Qty	Unit Price	Total
1		Ubiquiti UniFi Dream Machine Pro Network management device - 1GbE - 1U - rack-mountable	UDM-PRO	Yes	1	$385.00	$385.00
2		Ubiquiti UI Care Extended service agreement - advance hardware replacement - 5 years - shipment - response time: NBD - for P/N: UBI-UICARE-UDM-PRO-D	UICARE-UDM-PRO-D	Yes	1	$80.00	$80.00
3		Ubiquiti UniFi Hard drive - Enterprise - 8 TB - internal - 3.5" - SATA 6Gb/s - 7200 rpm	UACC-HDD-E-8TB	Yes	1	$300.00	$300.00
4		Ubiquiti 10GBase direct attach cable - SFP+ to SFP+ - 50 cm - 0.2 in - passive - black - for P/N: UNAS-Pro	UACC-DAC-SFP10-0.5M	Yes	2	$13.50	$27.00
5		Ubiquiti UniFi Switch USW-PRO-48-POE Switch - managed - 48 x 10/100/1000 (40 PoE+, 8 PoE++) + 4 x 10Gb Ethernet SFP+ - rack-mountable - PoE++ (600 W) - AC 120/230 V / DC 11.5/52 V	USW-PRO-48-POE	Yes	2	$1,100.00	$2,200.00
6		Ubiquiti UI Care Extended service agreement - advance hardware replacement - 5 years - shipment - response time: NBD - for UniFi Switch USW-PRO-48-POE	UICARE-USW-PRO-48-POE-D	Yes	2	$210.00	$420.00
7		Ubiquiti UniFi Switch USW-Pro-24-POE Switch - managed - 24 x 10/100/1000 (16 PoE+, 8 PoE++) + 2 x 10 Gigabit SFP+ (uplink) - desktop, rack-mountable - PoE++ (400 W)	USW-Pro-24-POE	Yes	1	$700.00	$700.00
8		Ubiquiti UI Care Extended service agreement - advance hardware replacement - 5 years - shipment - response time: NBD - for P/N: USW-Pro-24-POE	UICARE-USW-PRO-24-POE-D	Yes	1	$130.00	$130.00
9		U7 Pro Max	U7-PRO-MAX-US	Yes	6	$280.00	$1,680.00
10		Ubiquiti UI Care Extended service agreement - advance hardware replacement - 5 years - shipment - response time: NBD - for P/N: U7-PRO-MAX-US	UICARE-U7-PRO-MAX-US-D	Yes	6	$55.00	$330.00
11		Ubiquiti UACC-OM-SM-10G-D SFP+ transceiver module - 10GbE - LC single-mode - up to 6.2 miles - 1310 nm (pack of 2)	UACC-OM-SM-10G-D-2	Yes	2	$90.00	$180.00

Subtotal:	**$6,432.00**
Tax (.0000%):	$0.00
Shipping:	$0.00
Misc:	$0.00
Total:	**$6,432.00**

DLL Leasing Option	$564.86 / mo. for 12 months. $296.19 / mo. for 24 months. $206.92 / mo. for 36 months. $162.54 / mo. for 48 months. $136.04 / mo. for 60 months.

Sales tax calculation is estimated and subject to change. Terms Definition: Unless agreed upon otherwise; Net 30 terms, cash in the GHA bank 30 days from the date of shipment. Lease payment calculations are estimated and may include sales tax in the payment amount. You can obtain an accurate lease quote from our leasing company. Rates are subject to change without notice.

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-Due to many people working from home, GHA will not be responsible for the boxes if lost or stolen after the delivery has been made, and if they are lost or stolen, you still agree to pay your GHA invoice. Signature will be required on all shipments.

-Handling Fees: Handling fees charged on shipments are in addition to the freight and insurance charges and vary.

-Returns Policy: Because GHA Represents more than 3500 manufacturers, it is the policy of GHA to pass through the return policy of the manufacturer. Return approvals are subject to the manufacturers approval. Cloud Service Provider CSP orders for Microsoft require at least 30 days of cancellation notice from Buyer. Buyer agrees to pay for any cloud subscription usage incurred. For all other CSP s, GHA will pass through and honor the cancellation policy as stated in the original contract 7, 30, 60 or 90 days of cancellation notice is required. Custom computers and technology orders are non-cancellable and non-returnable. No return will be accepted after 30 days from the invoice date. Goods accepted for credit upon return will be subject to handling/restocking charge, which shall be not less than 15% of the price of Goods. Custom-made Goods are not subject to cancellation or return under any circumstances. In no case are Goods to be returned without first obtaining Seller's written permission. Goods must be securely packed in the original packaging and delivered to Seller in an undamaged condition with Buyer being solely responsible for paying all return freight expenses and keeping the GHA invoice current within 30 days from the date of shipment regardless of the reason for a return. All returns must be accompanied by an authorized RMA number, which is valid for 15 days after date of issuance. GHA Technologies makes NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE with respect to the goods described hereon. Professional Service Organizations are separate companies from GHA. GHA is not responsible for their workmanship and there is no right to offset payment.

-International shipments/returns: Customer is responsible to pay all VAT, duties, customs charges, freight forwarding services, storage, handling, foreign exchange rates/fees, miscellaneous fees from any country, expedited or return freight expenses. Customer shall be liable; GHA is NOT responsible. GHA is not responsible for any return shipment expenses.

-Supplier represents and warrants that it is an equal-opportunity employer and does not discriminate on the basis of age, race, creed, color, religion, sex, sexual orientation, gender identity, national origin, disability, marital or veteran status, or any other basis that is prohibited by law.

-This document shall be governed by the laws of the State of Arizona.

-You may view all Terms & Conditions at: https://www.gha-associates.com/terms-and-conditions - .

-THIS QUOTE HAS BEEN PROVIDED FOR CLIENT AND GHA PURPOSES ONLY**

-CORPORATE OFFICE: (REMIT PAYMENTS TO THE DEPARTMENT NUMBER AND PO BOX LISTED ABOVE; NO PAYMENTS SHOULD BE MAILED TO THE CORPORATE OFFICE) GHA Technologies, Inc. 8998 E. Raintree Drive Scottsdale, AZ 85260

ITEM REPORT

Board of Mayor and Aldermen

Date: April 2, 2026

Item #: 5.A.7.	Ratify Purchase - Migrate City Telephones to Cloud-Hosted Solution.		
Department:	Information Technology	**Presented By:**	Glenn Green
Item Attachments:	1. Magic Apple Quote - City of La Vergne		

Purpose:
This item is to approve the proposal from Magic Apple Technology to move city telephones to a cloud-hosted solution.

Background:
This item is to approve the proposal to move city telephones from on-premise hosting to the vendor's cloud-hosted solution. This move will result in the city's telephone service being more robust and providing extra features available on modern telephone systems, such as a "soft phone" app for cell phones and an online portal for viewing call history and voicemails. The vendor has discounted the one-time setup fee by 50% for being a long-time customer. This is an emergency purchase and a partially budgeted item.

Financial Summary:
The cost of the service is a one-time implementation fee of $3,600.00 and a monthly reoccurring fee of $3,240.00. There will be approximately $1,000.00 in savings on the old bill after porting the phone numbers to the new vendor.

Staff Recommendation:
Staff recommends approval.

MAGIC APPLE
SERVICE PROPOSAL

24 Hour Support

Monthly Savings

Hassle-Free Install

Saving **Good Businesses** From **Bad Phone Systems**

magicapple.com

MAGIC APPLE

CORE VALUES

At Magic Apple we take our values seriously. This is why every team member signs an Oath to follow the Magic Apple Core Values.

John Wayne Integrity

As they say in the Old West, we've got sand. We are not scared to stand up for our clients and what we know is right. We will always set proper expectations. No fancy sales pitches just to win your business. If we say it, we mean it. It goes back to our no BS policy. You can only expect the truth from us. It's our Nashville VOIP phone systems guarantee.

Our Awesomeness

If you've met us, you know we've never been like our competitors. It starts with our name. It says we're different. This filters into every aspect of our business. We have pride in what we do. We have a little swagger. We have confidence in what we do with our VOIP phone systems in Nashville. It's our calling card. Did you catch the phone reference?

Ninja Quick Support

Kinda says it all, right? Magic Apple in Nashville takes pride in our ability to respond quickly to all customer issues. We also believe in "no trace left behind," which means we will leave your space exactly how we found it, except with excellent VOIP phone systems. No messes to clean up when we're done. In and out like a ninja!

We Love This Stuff

Based in Nashville, were into phones before phones were cool! That's right, we said it. Phones are cool. We love VOIP phone systems for small business and office. It's our passion – and it shows in how we create solutions and work with our customers.

We Never Point Fingers

We don't play the blame game here. We actually prefer football. Our industry has become known for pointing fingers. You have a problem and call the VOIP phone systems carrier. They say it's a hardware issues. The hardware vendor says it's a carrier issue. You still have a problem and no one to help. Is your head hurting yet? Call Magic Apple in Nashville first. We will take the problem off your plate, find the issue and work with all parties to find a solution. Carry on with your life, we'll give you a shout when it's done.

Our purpose to to be the **best vendor you have**. Not just the best phone system vendor, but **your best vendor, period**.

magicapple.com

Why MakeThe Switch To Magic Apple?
magic apple
Saving Good Businesses From Bad Phone Systems!
At Magic Apple we know what's important to your business - saving money! That's why our phone systems are built to reduce your overall expensives while helping you bring in more customers with features that amaze!
• Voicemail To Email
• Auto-Attendant
• Unlimited Call Paths
• And So Much More!
Magic Apple Knows BUSINESS!
Reduce Your Providers
Combining your phone lines/support/ & equipment reduces your overall monthly spend.
Get New Phones
Who doesn't like updating to brand new devices?!
Spend Less During Setup
Experience affordable upfront costs, with Unlimited Voice Services, Full Support, and Equipment included!
24 Hour Support
Monthly Savings
Hassle-Free Install
magicapple.com

Quote

Magic Apple Technology LLC
PO Box 251
Thompson's Station, TN 37179
United States

T: 615-425-7474

Quote #	**4818 v6**
Date	**03/20/2026**
Expires	**04/19/2026**
Contact	**Alex Moore**

Prepared for

City of LaVergne
Glenn Green
5093 Murfreesboro Rd
La Vergne, TN 37086
United States

T: 6152878627
E: ggreen1@lavergnetn.gov

ACCEPT QUOTE

Magic Apple Technology - Hosted Quote

Monthly Fees

Item	Qty	Price	Total
Hosted Business Simple	144	$20.00	**$2,880.00†**
The Hosted Business Simple package includes unlimited usage for inbound and outbound domestic calling, DID number, E911.			
Hosted Recovery Fee	1	$360.00	**$360.00†**
All of the associated taxes & surcharges.			

Total Monthly **$3,240.00 USD**

One-Time Fees

Item	Qty	Price	Total
Phone Rental-T46	6	$0.00	**$0.00†**
Monthly Rental cost for Yealink 46S phone **Refurbished phones @ $0**			
Hosted setup	1	$3,600.00	**$3,600.00**
Hosted Setup includes pre-programming of Hosted equipment, and installation assistance from a Magic Apple technician. Training is also included in this fee. Please note, the Hosted Setup does not include any onsite data cabling, if needed. **Ordinarily $7,200 - discounted to $3,600**			

† *Non-taxable item*

Total One-Time **$3,600.00 USD**

Please contact us if you have any questions.

ACCEPT QUOTE

Magic Apple Commitment and Customer Agreement for Hosted Service

Our purpose is to give City of LaVergne peace of mind in knowing when it comes to the phone system, we will take care of it. Magic Apple will provide complimentary onsite training, maintenance, support, and warranty for the equipment and services being provided for the duration of this **36 month agreement**.

What's included with the Ninja Quick Support and Maintenance? Support includes any moves, changes, features, and functionality on the solution being proposed, as well as troubleshooting issues with phones and overall quality of service. We also will replace any defective or failed equipment owned by Magic Apple.

Magic Apple is not your IT department. We are happy to work with you on any network/internet/cabling, etc. inquiries, though additional charges may apply. Please contact us first when it comes to any phone related issues, and we are happy to work with your IT department/vendor, if necessary, at no extra cost.

How we can interact with your Internet Service Provider? We are more than willing to relieve the pain of calling your service providers and help navigate the troubleshooting process with them to save you valuable time and trouble. Just ask us!

Who owns all this awesome equipment? Assuming you've chosen the traditional route of Renting the equipment from Magic Apple, it is the property of Magic Apple and we offer a full replacement warranty as long as you're with Magic Apple. If you ever decide to terminate services at the end of your agreement... We simply ask that all equipment be returned within 30 days, otherwise additional charges will be applied! *Purchasing the phones instead of Renting gives you a 1-year replacement warranty and you would own the equipment.*

Financial Information. Once this Quote is accepted, we'll issue the one-time setup fee invoice through Alternative Payments, our billing partner. When that invoice is generated, Alternative Payments will email your specified Billing Contact with a link to create their portal login. From that portal, they can add a payment method, enable Auto-Pay, and pay the setup fee. Please note: we cannot begin scheduling work until this setup fee is paid. After installation, your monthly service invoices will be generated on the 15th of each month and emailed to the Billing Contact. Auto-Pay can be enabled in the Alternative Payments portal; if Auto-Pay is not used, payment is due on the 15th each month via ACH or credit card (a 3% fee applies to credit card payments). Any other payment methods must be discussed with Magic Apple before the Project is generated. Your first monthly invoice will be prorated based on the installation date.

Early Termination Fee. Wait don't go! We want you to be happy. It's our number one goal! If you want to leave before your agreement expires, a 30-day written notice must be provided, and any ETFs will be assessed by Magic Apple. The ETF, *Early Termination Fee*, will be assessed based on the average monthly billing over the last 12-months (multiplied by) months remaining on the contract. We also understand that times are tough and if you need to instead reduce the number of services, we are happy to help. If you maintain at least 75% of your services, then no ETFs will be assessed. Though, we will need all that awesome phone gear back in good working order.

Magic Apple is not responsible for canceling any existing Carrier Services.

ADDENDUM TO MASTER SERVICES AGREEMENT BETWEENMAGIC APPLE TECHNOLOGY, INC. AND THE CITY OF LA VERGNE, TENNESSEE This Addendum (herein "Addendum") amends the Master Services Agreement and Quote #3133 v7 ("Agreement") between Magic Apple Technology, INC. ("Contractor"), and the City of La Vergne, Tennessee ("City"). In consideration of using Contractor's form agreements, now and in the future, the mutual promises set out herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged the Agreements are amended as follows: 1. Precedence. Notwithstanding any other provision in the Agreements, the language in this Addendum takes precedence over all other terms, conditions or language to the contrary or in conflict with the language herein, and the Agreements and this Addendum shall not be construed to create any ambiguity, it being the intent of the parties that this Addendum shall control it being acknowledged and agreed to by the parties that this Addendum shall be executed and entered into after execution of the Agreements regardless of what order the Agreements and this Addendum are actually executed. Unless defined herein, capitalized terms in this Addendum shall have the meaning set forth in the Agreement. 2. Termination for Convenience. The Agreement may be terminated by City upon ninety (90) days written notice to Contractor. Such termination will not be deemed a breach of contract by either party. Should City exercise this provision, City will compensate Contractor for all satisfactory and authorized services completed as of the termination date, and Contractor

will refund to City any funds paid by City in excess of such amount. Upon such termination, Contractor will not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount. 3. Confidentiality. The Agreement is a public record, and it, along with all documents or materials, in any format, including, but not limited to, paper, electronic, or virtual, that are public records pursuant to the Tennessee Open Records Act, set out in T.C.A. §10-7-503 et seq., are not confidential and are subject to disclosure in whole or in part, without regard to any provision contained in the Agreement declaring information confidential. Additionally, City must, upon proper request, release public documents and records as defined by T.C.A. §10-7-503 et seq., including, but not limited to, the Agreement and all records created and maintained related to the Agreement, without any requirement to disclose such request to Contractor or provide Contractor with notice or the time to obtain a protective order. City does not have the burden of establishing that information is not confidential information or that its release is authorized to release the records. This section 3 serves to meet such burden and authorization of disclosure. 4. Indemnity and Limitation of Liability. Article II, Section 29 of the Tennessee Constitution prohibits municipalities from lending their credit to private entities and, therefore, prohibits an agreement by City to indemnify a third party or agree to a limitation of liability provision. Any indemnity or hold harmless provision contained in the Agreements requiring City to indemnify or hold harmless Contractor or any other person or entity and any limitation of liability in favor of Contractor is enforceable only to the extent permitted by Tennessee law Page 2 of 3provided City's monetary limits of liability under any such provision is limited to the monetary limits of liability as provided for in the Tennessee Governmental Tort Liability Act, T.C.A. § 29-20-101 et seq. No provision of the Agreements shall act or be deemed a waiver by City of any immunity, including its rights or privileges or of any provision of the Tennessee Governmental Tort Liability Act, T.C.A. section 29-20-101 et seq. 5. Name and Logo. City does not consent to the use of its name or logo in any advertising or promotional material or distributions or other commercial use by Contractor other than in connection with any events promoted through or for which tickets are sold through Contractor's services. Additionally, City does not waive any moral right to the use of the name submitted to Contractor. 6. Governing Law. The Agreement and the rights and obligations of the parties are governed by the laws of the state of Tennessee, without regard to its conflict of laws principles. 7. Selection of Jurisdiction and Venue, Waiver of Jury Trial, Service of Process. Pursuant to the Constitution and Laws of the State of Tennessee, City is a sovereign entity subject only to those courts with jurisdiction over City. Notwithstanding any other provision in the Agreements to the contrary if a dispute, claim, or cause of action should arise between the parties (hereinafter "claim") the claim shall be brought in the state courts in Rutherford County, Tennessee or in the U.S. District Court for the Middle District of Tennessee, and the parties hereby expressly waive any objections and thereby consent to the jurisdiction and venue of said courts. However, neither party shall be obligated to provide any type of pre-suit notice before initiating a cause of action. The parties waive their right to a jury trial. Service of process on City shall comply with the Tennessee Rules of Civil Procedure or applicable federal rules, and City does not agree to any other service of process procedure. 8. Responsibility for Litigation Costs, Expenses and Payment of Attorney's Fees. Article II, Section 29 of the Tennessee Constitution prohibits municipalities from lending their credit to private entities and, therefore, prohibits an agreement by City to indemnify a third party or agree to a limitation of liability provision. This prohibition extends to contractual provisions for the payment of attorney's fees, paralegal fees, investigator fees, court costs, or any other expenses related to litigation. In the event of litigation between City and Contractor each party shall be solely and exclusively responsible for the payment of litigation costs, expenses and attorney's fees excepting those costs which may be awarded by a court of competent jurisdiction as specified by Tennessee law or applicable rules of civil procedure. 9. Non-appropriation. Vendor acknowledges that City is a governmental entity, and the validity of the Agreement is based upon the availability of public funding under its authority. In the event City fails to appropriate funds or make monies available for any fiscal year covered by the term of this Agreement for the services to be provided, this Agreement shall be terminated on the last day of the fiscal year for which funds were appropriated or monies made available for such purposes without liability to City, such termination shall not be a breach of this Agreement. Furthermore, this provision shall extend to any and all obligations imposed upon City to reimburse Vendor for any reimbursements, refunds, chargebacks, penalties, fees, or other financial obligations to Vendor following the date of termination under this section 9. Page 3 of 310. No Taxes. As a tax-exempt entity, City shall not be responsible for sales or use taxes incurred for products or services. City shall supply Contractor with its Sales and Use Tax Exemption Certificate upon Contractor's request. 11. Binding Effect. This agreement is the entire agreement between City, (including City's employees and other end users) and Vendor. No employee of City or any other person, without authorization of the City Council can bind City to any contract or agreement and anything contrary contained in the Agreement, the Terms of Service or other agreements or understandings, whether electronic, click-through, or shrink-wrap, and whether verbal or written, with City's employees or other end users, to the contrary are null, void and without effect as it applies to City. 12. No Liability of City Officials and Employees. No member, official, or employee of City shall be personally liable to Contractor or any other person or entity, including a third-party beneficiary, in the event any provision of the Agreements are unenforceable, there is any default or breach by City, for any amount which may become due and the Agreements, or on any obligations under the terms of the Agreements. 13. Parties to Receive Notice: Any notices contemplated by the Agreement to City shall also be sent via certified United States mail or via overnight delivery addressed to: City of La Vergne ATTN: City Administrator 5093 Murfreesboro Road La Vergne, TN 37086 14. Amendment. This Addendum and the Agreements shall not be modified or altered other than by written agreement executed by both parties. This includes any changes to pricing, fees, rates, and charges. 15. Continuing Validity; Survival; Non-Merger. So long as the parties maintain the Agreements or any subsequent agreement(s), or so long as Contractor provides a product or service to City, the provisions of this Addendum shall continue to be validly effective and enforceable with regard to the Agreements, subsequent agreements, products, and/or services. This Addendum shall survive the completion of or any termination of the Agreements or other document(s) which may accompany the Agreements or be incorporated by reference. Notwithstanding any provision in the Agreements, subsequent agreements, products, and/or services to the contrary, the subsequent execution of any agreement or the provision of a product or service shall not act as a merger against this Addendum, it being the express intent of the parties that this Addendum contains essential terms that shall be incorporated into any such agreement, product, and/or service. 16. No Presumption Against Drafter. This Addendum shall not be construed for or against any party because that party or that party's legal representative drafted any of its provisions. Accordingly, this Addendum shall be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences shall be drawn from the Page 4 of 3fact that the final, duly executed Addendum differs in any respect from any previous draft hereof. 17. Counterparts. This Addendum may be executed in one or more counterparts by City and Contractor. If so executed, the signer shall deliver an original to the other party and the collective counterparts shall be treated as the fully executed document. 18. Effective Date. This Addendum is effective as of the last date written below ("Effective Date").

ADDENDUM TO MASTER SERVICES AGREEMENT BETWEEN

MAGIC APPLE TECHNOLOGY, INC. AND

THE CITY OF LA VERGNE, TENNESSEE

This Addendum (herein "Addendum") amends the Master Services Agreement and Quote #3133 v7 ("Agreement") between Magic Apple Technology, INC. ("Contractor"), and the City of La Vergne, Tennessee ("City"). In consideration of using Contractor's form agreements, now and in the future, the mutual promises set out herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged the Agreements are amended as follows:

1. **Precedence**. Notwithstanding any other provision in the Agreements, the language in this Addendum takes precedence over all other terms, conditions

or language to the contrary or in conflict with the language herein, and the Agreements and this Addendum shall not be construed to create any ambiguity, it being the intent of the parties that this Addendum shall control it being acknowledged and agreed to by the parties that this Addendum shall be executed and entered into after execution of the Agreements regardless of what order the Agreements and this Addendum are actually executed. Unless defined herein, capitalized terms in this Addendum shall have the meaning set forth in the Agreement.

2. **Termination for Convenience**. The Agreement may be terminated by City upon ninety (90) days written notice to Contractor. Such termination will not be deemed a breach of contract by either party. Should City exercise this provision, City will compensate Contractor for all satisfactory and authorized services completed as of the termination date, and Contractor will refund to City any funds paid by City in excess of such amount. Upon such termination, Contractor will not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

3. **Confidentiality.** The Agreement is a public record, and it, along with all documents or materials, in any format, including, but not limited to, paper, electronic, or virtual, that are public records pursuant to the Tennessee Open Records Act, set out in T.C.A. §10-7-503 et seq., are not confidential and are subject to disclosure in whole or in part, without regard to any provision contained in the Agreement declaring information confidential. Additionally, City must, upon proper request, release public documents and records as defined by T.C.A. §10-7-503 et seq., including, but not limited to, the Agreement and all records created and maintained related to the Agreement, without any requirement to disclose such request to Contractor or provide Contractor with notice or the time to obtain a protective order. City does not have the burden of establishing that information is not confidential information or that its release is authorized to release the records. This section 3 serves to meet such burden and authorization of disclosure.

4. **Indemnity and Limitation of Liability.** Article II, Section 29 of the Tennessee Constitution prohibits municipalities from lending their credit to private entities and, therefore, prohibits an agreement by City to indemnify a third party or agree to a limitation of liability provision. Any indemnity or hold harmless provision contained in the Agreements requiring City to indemnify or hold harmless Contractor or any other person or entity and any limitation of liability in favor of Contractor is enforceable only to the extent permitted by Tennessee law provided City's monetary limits of liability under any such provision is limited to the monetary limits of liability as provided for in the Tennessee Governmental Tort Liability Act, T.C.A. § 29-20-101 et seq. No provision of the Agreements shall act or be deemed a waiver by City of any immunity, including its rights or privileges or of any provision of the Tennessee Governmental Tort Liability Act, T.C.A. section 29-20-101 et seq.

5. **Name and Logo.** City does not consent to the use of its name or logo in any advertising or promotional material or distributions or other commercial use by Contractor other than in con- nection with any events promoted through or for which tickets are sold through Contractor's services. Additionally, City does not waive any moral right to the use of the name submitted to Contractor.

6. **Governing Law.** The Agreement and the rights and obligations of the parties are governed by the laws of the state of Tennessee, without regard to its conflict of laws principles.

7. **Selection of Jurisdiction and Venue, Waiver of Jury Trial, Service of Process**. Pursuant to the Constitution and Laws of the State of Tennessee, City is a sovereign entity subject only to those courts with jurisdiction over City. Notwithstanding any other provision in the Agreements to the contrary if a dispute, claim, or cause of action should arise between the parties (hereinafter "claim") the claim shall be brought in the state courts in Rutherford County, Tennessee or in the U.S. District Court for the Middle District of Tennessee, and the parties hereby expressly waive any objections and thereby consent to the jurisdiction and venue of said courts. However, neither party shall be obligated to provide any type of pre-suit notice before initiating a cause of action. The parties waive their right to a jury trial. Service of process on City shall comply with the Tennessee Rules of Civil Procedure or applicable federal rules, and City does not agree to any other service of process procedure.

8. **Responsibility for Litigation Costs, Expenses and Payment of Attorney's Fees.** Article II, Section 29 of the Tennessee Constitution prohibits municipalities from lending their credit to private entities and, therefore, prohibits an agreement by City to indemnify a third party or agree to a limitation of liability provision. This prohibition extends to contractual provisions for the payment of attorney's fees, paralegal fees, investigator fees, court costs, or any other expenses related to litigation. In the event of litigation between City and Contractor each party shall be solely and exclusively responsible for the payment of litigation costs, expenses and attorney's fees excepting those costs which may be awarded by a court of competent jurisdiction as specified by Tennessee law or applicable rules of civil procedure.

9. **Non-appropriation**. Vendor acknowledges that City is a governmental entity, and the validity of the Agreement is based upon the availability of public funding under its authority. In the event City fails to appropriate funds or make monies available for any fiscal year covered by the term of this Agreement for the services to be provided, this Agreement shall be terminated on the last day of the fiscal year for which funds were appropriated or monies made available for such purposes without liability to City, such termination shall not be a breach of this Agreement. Furthermore, this provision shall extend to any and all obligations imposed upon City to reimburse Vendor for any reimbursements, refunds, chargebacks, penalties, fees, or other financial obligations to Vendor following the date of termination under this sectio 9.

10. **No Taxes.** As a tax-exempt entity, City shall not be responsible for sales or use taxes incurred for products or services. City shall supply Contractor with its Sales and Use Tax Exemption Certificate upon Contractor's request.

11. **Binding Effect.** This agreement is the entire agreement between City, (including City's employees and other end users) and Vendor. No employee of City or any other person, without authorization of the City Council can bind City to any contract or agreement and anything contrary contained in the Agreement, the Terms of Service or other agreements or understandings, whether electronic, click-through, or shrink-wrap, and whether verbal or written, with City's employees or other end users, to the contrary are null, void and without effect as it applies to City.

12. **No Liability of City Officials and Employees.** No member, official, or employee of City shall be personally liable to Contractor or any other person or entity, including a third-party beneficiary, in the event any provision of the Agreements are unenforceable, there is any default or breach by City, for any amount which may become due and the Agreements, or on any obligations under the terms of the Agreements.

13. **Parties to Receive Notice**: Any notices contemplated by the Agreement to City shall also be sent via certified United States mail or via overnight delivery addressed to:

City of La Vergne

ATTN: City Administrator

5093 Murfreesboro Road

La Vergne, TN 37086

14. **Amendment.** This Addendum and the Agreements shall not be modified or altered other than by written agreement executed by both parties. This includes any changes to pricing, fees, rates, and charges.

15. **Continuing Validity; Survival; Non-Merger.** So long as the parties maintain the Agreements or any subsequent agreement(s), or so long as Contractor provides a product or service to City, the provisions of this Addendum shall continue to be validly effective and enforceable with regard to the Agreements, subsequent agreements, products, and/or services. This Addendum shall survive the completion of or any termination of the Agreements or other document(s) which may accompany the Agreements or be incorporated by reference. Notwithstanding any provision in the Agreements, subsequent agreements, products, and/or services to the contrary, the subsequent execution of any agreement or the provision of a product or service shall not act as a merger against this Addendum, it being the express intent of the parties that this Addendum contains essential terms that shall be incorporated into any such agreement, product, and/or service.

16. **No Presumption Against Drafter.** This Addendum shall not be construed for or against any party because that party or that party's legal representative drafted any of its provisions. Accordingly, this Addendum shall be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences shall be drawn from the fact that the final, duly executed Addendum differs in any respect from any previous draft hereof.

17. **Counterparts.** This Addendum may be executed in one or more counterparts by City and Contractor. If so executed, the signer shall deliver an original to the other party and the collective counterparts shall be treated as the fully executed document.

18. **Effective Date.** This Addendum is effective as of the last date written below ("Effective Date").

Magic Apple Technology, INC.	**City of La Verne, Tennessee**
Signature	**Mayor Jason Cole**
3/20/26 **Date**	**Date**
Matthew G. Lloyd **Printed Name**	**Approved as to form:**
CEO **Title**	**E. Evan Cope, City Attorney**

ITEM REPORT

Board of Mayor and Aldermen

Date: April 2, 2026

Item #: 5.A.8.	Ratify Omnia Contract Purchase - New Domain Controllers for the City.		
Department:	Information Technology	**Presented By:**	Glenn Green
Item Attachments:	1. GHA Quote 3085523		

Purpose:
This item is to ratify the purchase of new domain controllers for the city.

Background:
This item is to ratify the purchase of new domain controllers for the city. The purchase consists of two domain controller servers for redundancy and three years of hardware support. This is an emergency purchase and is not a budgeted item.

Financial Summary:
The cost of the equipment is $10,500.00.

Staff Recommendation:
Staff recommends approval.

GHA Technologies, Inc.
NEW REMITTANCE ADDRESS
Dept #880831
PO Box 29650
Phoenix, Arizona 85038-9650
United States
http://www.gha-associates.com
(P) 480-951-6865
(F) 480-951-6956

Quotation (Open)

Date
Mar 20, 2026 12:45 PM EDT

Modified Date
Mar 25, 2026 12:58 PM EDT

Quote #
3085523 - rev 1 of 1

Description
PowerEdge R260 Server Software Raid 1 Domain Controllers

SalesRep
Decker, Josh
(P) 629-216-3700

Customer Contact
Green, Glenn
(P) (615) 793-7744
ggreen1@lavergnetn.gov

Customer
City of LaVergne (CO132051)
Green, Glenn
5093 Murfreesboro Rd
Lavergne, TN 37086
United States

Bill To
City of LaVergne
Green, Glenn
1500 E. Nir Shreibman Blvd.
Information Technology
Lavergne, TN 37086
United States
(P) (615) 793-7744
ggreen1@LaVergneTN.gov

Ship To
City of LaVergne
Green, Glenn
1500 E. Nir Shreibman Blvd.
Information Technology
Lavergne, TN 37086
United States
(P) (615) 793-7744
ggreen1@LaVergneTN.gov

Customer PO:	Terms:	Ship Via:
	Undefined	FedEx Ground
Special Instructions: Omnia contract # R200803		**Carrier Account #:**

#	Image	Description	Part #	Tax	Qty	Unit Price	Total
1		PowerEdge R260 Server Software Raid 1 Intel Xeon 6 Performance 6315P, 16GB, TWO 480GB SSD Mixed Use, Software Raid 1, 3YR Pro Support NBD Onsite Warranty with Keep my Hard Drive	210-BLVL	Yes	2	$5,250.00	$10,500.00

Note: Quantity Description SKU
1 PowerEdge R260 Server 210-BLVL
1 Trusted Platform Module 2.0 V6 461-AAIG
1 2.5" Chassis with up to 4 Hot Plug Drives/Cabled PSU (Software RAID), 1 CPU 470-BCWP
1 Intel Xeon 6 Performance 6315P 2.8G, 4C/4T, 12M Cache, Turbo, (55W) DDR5-4800 338-CSXZ
1 Heatsink 412-BBHK
1 Performance Optimized 370-AAIP
1 5600MT/s UDIMMs 370-BCBM
1 C22 Software RAID 1 for Embedded SATA 780-BCMV
1 Software RAID Controller 780-BCGX
1 Performance BIOS Settings 384-BBBL
1 UEFI BIOS Boot Mode with GPT Partition 800-BBDM
1 No Energy Star 387-BBEY
1 No additional Fan 384-BDQS
1 Single, (1+0) Non Redundant, Cabled Power Supply, 450W (100-240Vac), Platinum 450-AJGV
1 Riser Config 1, Gen4 Riser 330-BCRX
1 PowerEdge R260 Motherboard with Broadcom 5720 Dual Port 1Gb On-Board LOM, MLK 338-CSXJ
1 PowerEdge 1U Standard Bezel 325-BFQZ
1 Dell Luggage Tag R260 350-BCXZ
1 No BOSS 780-BCZL
1 No Operating System 611-BBBF
1 No Media Required 605-BBFN
1 Dell Connectivity Client - Enabled 379-BFXS
1 Dell Connectivity Module 634-CYDF
1 iDRAC9, Express 16G 634-CCNS
1 Dell Secure Onboarding Client Disabled 634-CZRQ
1 iDRAC,Legacy Password 379-BCRF
1 iDRAC Group Manager, Disabled 379-BCQY
1 1U/2U Static Rails for 2-Post and 4-Post Racks 770-BBHI
1 No Systems Documentation, No Open Manage DVD Kit 631-AACK
1 PowerEdge R260 Shipping 340-DMNB
1 PowerEdge R260 Shipping Material 340-DMMZ
1 PowerEdge R260 CCC Marking, No CE Marking 389-FHXJ
1 ProSupport Next Business Day Onsite Service After Problem Diagnosis 3 Years 710-7613
1 ProSupport 7x24 Technical Support and Assistance 3 Years 710-7635

1 Dell Hardware Limited Warranty Plus Onsite Service 710-7675
1 Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355 989-3439
1 Keep your Hard Drive For Enterprise 3 Years 841-5849
1 On-Site Installation Declined 900-9997
1 16GB UDIMM, 5600MT/s ECC 370-BBZG
2 480GB SSD SATA Mixed Use 6Gbps 512e 2.5in Hot-plug AG Drive, 3 DWPD 400-AZUT
1 Power Cord - NEMA 5-15P to C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam) 450-AALV

Subtotal:	**$10,500.00**
Tax (.0000%):	$0.00
Shipping:	$0.00
Misc:	$0.00
Total:	**$10,500.00**

DLL Leasing Option	$922.11 / mo. for 12 months. $483.52 / mo. for 24 months. $337.78 / mo. for 36 months. $265.34 / mo. for 48 months. $222.08 / mo. for 60 months.

Sales tax calculation is estimated and subject to change. Terms Definition: Unless agreed upon otherwise; Net 30 terms, cash in the GHA bank 30 days from the date of shipment. Lease payment calculations are estimated and may include sales tax in the payment amount. You can obtain an accurate lease quote from our leasing company. Rates are subject to change without notice.

GHA is an authorized and leading supplier for Microsoft, HP, Apple, Dell, Lenovo, VMWare, IBM and Cisco. GHA does not source any of these products from the gray market. If you have a pending quotation from a competitor that is significantly less in price, that may be a strong indication of gray market involvement. Please immediately bring this to the attention of your sales professional who can verify with the manufacturer for your benefit and protection. Your sales representative can also talk to you about the risks associated with doing business with a gray market supplier.

-The prices quoted may change due to market conditions beyond our control.

-GHA cannot be responsible for manufacturer availability or delays.

-No verbal quotations or promises can be honored unless set forth herein.

-Due to many people working from home, GHA will not be responsible for the boxes if lost or stolen after the delivery has been made, and if they are lost or stolen, you still agree to pay your GHA invoice. Signature will be required on all shipments.

-Handling Fees: Handling fees charged on shipments are in addition to the freight and insurance charges and vary.

-Returns Policy: Because GHA Represents more than 3500 manufacturers, it is the policy of GHA to pass through the return policy of the manufacturer. Return approvals are subject to the manufacturers approval. Cloud Service Provider CSP orders for Microsoft require at least 30 days of cancellation notice from Buyer. Buyer agrees to pay for any cloud subscription usage incurred. For all other CSP s, GHA will pass through and honor the cancellation policy as stated in the original contract 7, 30, 60 or 90 days of cancellation notice is required. Custom computers and technology orders are non-cancellable and non-returnable. No return will be accepted after 30 days from the invoice date. Goods accepted for credit upon return will be subject to handling/restocking charge, which shall be not less than 15% of the price of Goods. Custom-made Goods are not subject to cancellation or return under any circumstances. In no case are Goods to be returned without first obtaining Seller's written permission. Goods must be securely packed in the original packaging and delivered to Seller in an undamaged condition with Buyer being solely responsible for paying all return freight expenses and keeping the GHA invoice current within 30 days from the date of shipment regardless of the reason for a return. All returns must be accompanied by an authorized RMA number, which is valid for 15 days after date of issuance. GHA Technologies makes NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE with respect to the goods described hereon. Professional Service Organizations are separate companies from GHA. GHA is not responsible for their workmanship and there is no right to offset payment.

-International shipments/returns: Customer is responsible to pay all VAT, duties, customs charges, freight forwarding services, storage, handling, foreign exchange rates/fees, miscellaneous fees from any country, expedited or return freight expenses. Customer shall be liable; GHA is NOT responsible. GHA is not responsible for any return shipment expenses.

-Supplier represents and warrants that it is an equal-opportunity employer and does not discriminate on the basis of age, race, creed, color, religion, sex, sexual orientation, gender identity, national origin, disability, marital or veteran status, or any other basis that is prohibited by law.

-This document shall be governed by the laws of the State of Arizona.

-You may view all Terms & Conditions at: https://www.gha-associates.com/terms-and-conditions - .

-THIS QUOTE HAS BEEN PROVIDED FOR CLIENT AND GHA PURPOSES ONLY**

-CORPORATE OFFICE: (REMIT PAYMENTS TO THE DEPARTMENT NUMBER AND PO BOX LISTED ABOVE; NO PAYMENTS SHOULD BE MAILED TO THE CORPORATE OFFICE) GHA Technologies, Inc. 8998 E. Raintree Drive Scottsdale, AZ 85260

ITEM REPORT

Board of Mayor and Aldermen

Date: April 2, 2026

Item #: 5.B.	Approve Annual Renewal of the Smarsh Service Agreement for Archiving Services.		
Department:	Information Technology	**Presented By:**	Glenn Green
Item Attachments:	1. Smarsh Order Form - City of La Vergne, TN		

Purpose:
Approve Annual Renewal with Smarsh, Inc. for Archiving Services.

Background:
Smarsh, Inc. provides archiving services for city email and text messages. This is the annual renewal for those services. This is a budgeted item.

Financial Summary:
The annual renewal cost is $32,474.40.

Staff Recommendation:
Staff recommends approval.

Renewal - City of La Vergne, TN

Account Rep	Bethany Cloutier	Customer	City of La Vergne, TN
Email	bethany.cloutier@smarsh.com	Service Address	5093 Murfreesboro Rd La Vergne, Tennessee 37086-2706
Company	Smarsh Inc.	Billing Contact	Glenn Green
Prepared on	11-Mar-2026	Contact Phone	6152878627
Valid until	08-Apr-2026	Contact Email	ggreen1@lavergnetn.gov
Start Date	12-Jul-2026	Technical Contact	Glenn Green
Renewal Date	12-Jul-2027		
Billing Frequency	Annual		
Order Type	Renewal		

Services	Unit Price	Minimum Quantity	Minimum Commitment
Unified			
Platform - Professional Archive - Gov	$3,557.40	1	$3,557.40
Email - Professional Archive Capture	$35.00	390	$13,650.00
Verizon - Professional Archive Mobile	$57.75	250	$14,437.50
MobileGuard MT/ST			
Platform Fee - MG Cloud MT		1	
Verizon - MG Cloud MT		250	
Smarsh Support			
Professional Support - Basic		1	
Smarsh University			
Smarsh U - SMB - Web Access	$414.75	2	$829.50
Milestone Billing Bundle			

Annual Recurring Service Fees Subtotal	$32,474.40
One-Time Fees Subtotal	$0.00
Contract Total	$32,474.40

Notes All prices quoted are before tax. Applicable taxes will be added at time of invoicing. If you are tax exempt, please send a current copy of your tax-exempt certificate to accounting@smarsh.com

Terms & Conditions

The Services are subject to the terms and conditions of this Order Form and (i) the Smarsh Service Agreement available at www.smarsh.com/legal/ServiceAgreement (ii) the Service Specific Terms referenced in or attached to this Order Form, and (iii) any exhibits or attachments to this Order Form that may amend, supersede, or append the terms referenced herein (collectively "Agreement"):

SERVICE SPECIFIC TERMS

- The Professional Archive Service Specific Terms available at https://www.smarsh.com/legal/SSTProfessionalCloud;
- Mobile Channels Service Specific Terms available at https://www.smarsh.com/legal/SSTMobileChannels;
- Connected Capture Service Specific Terms available at https://www.smarsh.com/legal/SSTConnectedCapture;
- Smarsh U Service Specific Terms available at: https://www.smarsh.com/legal/SSTSmarshUniversity;
- Mobile Capture Service Specific Terms Available at: https://www.smarsh.com/legal/MobileCapture;

TERM

The Term of the Services will begin on the Start Date set forth the on the first page of this Order Form, or if no Start Date is stated, the execution date of this Order Form, and will continue for the Subscription Term specified on the first page of this Order Form. For Services added during Client's existing Term, the Term of the Services will sync to and co-terminate upon Client's Renewal Date set forth above. Renewal of the Services is subject to the terms of the Agreement.

INVOICING

The Recurring Service Fees and One-Time Fees ("Fees") will be invoiced at the billing frequency set forth on the first page of this Order Form. For usage overages, Smarsh will invoice Client for any usage over the minimum quantities at the same per unit rate as indicated in the first page of this Order Form on a regular basis in arrears. Client agrees that the Recurring Services Fees set forth in this Order Form are Client's minimum commitment for the Term.

DATA MANAGEMENT FEES – PROFESSIONAL ARCHIVE

If not priced above or set forth on a separate Order Form between Smarsh and the Client for the applicable data management services requested by the Client, the following standard data import, conversion (if applicable), and storage Fees for data imports Client's Professional Archive shall apply to data imports during the Client's term:

Data Imports - One-time Fee (25 GB Minimum)	$10.00/GB
Import Data Conversion Fee (25 GB Minimum)	$3.00/GB
Data Storage – Annual	$2.50/GB

Amendment to the Smarsh Service Agreement

This Amendment ("**Amendment**") amends the Smarsh Service Agreement located at https://www.smarsh.com/legal/ServiceAgreement between Smarsh Inc. ("Smarsh") and City of La Vergne, TN Client") ("Agreement"). This Amendment is effective as of the date last signed below, or on the date (i) the Client signs the Order Form to which this Amendment is attached. Capitalized terms not defined in this Amendment have the meaning provided in the Agreement.

WHEREAS, Client has requested certain modifications to the Agreement, and Smarsh has agreed to such modifications as set forth below;

THEREFORE, Client and Smarsh agree as follows:

1) **Conflict.** In the event of a conflict between this Amendment and the Agreement, the terms of this Amendment shall control with respect to the clauses and language modified by this Amendment.

2) Section 6.3 of the Agreement is hereby deleted and replaced with the following language:

6.3. Renewals & Non-Renewal – Limited Term. The Services that are provided on a recurring basis will not renew automatically for an additional, successive 12-month Service Term. The Services may be renewed by Client for an additional, successive 12-month Service Term (each a "Renewal Term") upon the execution of a renewal Order Form prior to the expiration of the then current Service Term. Smarsh may elect not to renew a Service by providing no less than 30 days written notice to the Client prior to the end of the then current Service Term.

3) Section 7.7 of the Agreement is hereby deleted and replaced with the following language:

7.7 Taxes. All Fees payable by Client under this Agreement are exclusive of taxes and similar assessments. Smarsh acknowledges that Client is tax-exempt.

4) Section 8.2 of the Agreement is hereby deleted and replaced with the following language:

8.2. Obligations with Respect to Confidential Information. Each party agrees: (a) that it will not disclose to any third party, or use for the benefit of any third party, any Confidential Information disclosed to it by the other party except as expressly permitted by this Agreement; and (b) that it will use reasonable measures to maintain the confidentiality of Confidential Information of the other party in its possession or control but no less than the measures it uses to protect its own confidential information. Either party may disclose Confidential Information of the other party: (i) pursuant to the order or requirement of a court, administrative or regulatory agency, or other governmental body, provided that the receiving party, if feasible and legally permitted to do so, gives reasonable notice to the disclosing party to allow the disclosing party to contest such order or requirement; (ii) to the parties' agents, representatives, subcontractors or service providers who have a need to know such information provided that such party shall be under obligations of confidentiality at least as restrictive as those contained in this Agreement ("Agents"); or (iii) pursuant to a public records request under those laws applicable to the Client and only to the extent that such confidential information is not subject to an exemption from such public record request, provided that the Client gives notice to Smarsh in a reasonable amount of time to allow Smarsh the opportunity to seek a protective order preventing such disclosure. Each party will promptly notify the other party in writing upon becoming aware of any unauthorized use or disclosure of the other party's Confidential Information.

5) Section 11.1 of the Agreement is hereby deleted and replaced with the following language:

11.1. Client Indemnification. To the extent permitted by those laws applicable to the Client, and without in any manner waiving its rights to sovereign immunity or increasing the limits of liability thereunder, Client will defend and indemnify Smarsh, its officers, directors, employees, and agents, from and against all third party claims, losses, damages, liabilities, demands, and expenses

(including fines, penalties, and reasonable attorneys' fees), arising from or related to (i) Client Data and Client's use of Client Data, (ii) Smarsh's use of Client Data in accordance with this Agreement, and (iii) Client's use of the Services in violation of this Agreement or applicable laws, rules, and regulations. Smarsh will (a) provide Client with prompt written notice upon becoming aware of any such claim; except that Client will not be relieved of its obligation for indemnification if Smarsh fails to provide such notice unless Client is actually prejudiced in defending a claim due to Smarsh's failure to provide notice in accordance with this Section ; (b) allow Client sole and exclusive control over the defense and settlement of any such claim; and (c) if requested by Client, and at Client's expense, reasonably cooperate with the defense of such claim.

6) Section 13.5 of the Agreement is hereby deleted and replaced with the following language:

13.5. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Tennessee, without regard to conflict/choice of law principles.

7) Section 13.11 of the Agreement is hereby deleted and replaced with the following language:

13.11. Amendments. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

8) The following language is added to the Agreement as Section 14 – SLED Additional Terms.

14.1 Insurance. Smarsh shall, on a primary basis and at its sole expense, maintain in full force and effect at all times during the life of this Agreement, insurance coverage and limits, including endorsements, necessary and appropriate to provide the Services under this Agreement. Smarsh agrees to provide, once every 12 months and upon written request by the Client, a summary of Smarsh's insurance coverage for review by the Client. In addition, Smarsh agrees to use commercially reasonable efforts to provide at least 30 days prior written notice of any material adverse changes to Smarsh's insurance coverage.

9) Except as otherwise set forth in this Amendment, the Agreement will remain unchanged and in full force and effect. This Amendment, together with the Agreement is the entire agreement between the parties, and supersedes all prior agreements between them, whether written or oral in nature

Purchase Order Information

Client to Complete:

Is a Purchase Order (PO) required for the purchase of the Services on this Order Form?

[ ] No

[ ] Yes – Please complete below

Upon signature by Client and submission to Company, this Order Form shall become legally binding unless Company rejects this Order Form for any of the following reasons: (i) changes have been made to this Order Form (other than completion of the purchase order information and the signature block); or (ii) the requested purchase order information or signature is incomplete; or (iii) the signatory does not have authority to bind Client to this Order Form.

Client authorized signature

By _____ Name: _____

Date: _____ Title: _____

ITEM REPORT

Board of Mayor and Aldermen

Date: April 2, 2026

Item #: 5.C.	Approve Amendment #1 to Agreement for Engineering Services with CTI Engineers, Inc., for the Design and Construction of a Replacement for the Walnut Ridge Low-Pressure Sewer System.		
Department:	Engineering	**Presented By:**	Kyle Brown
Item Attachments:	1. Walnut Ridge Amendment 1 021926 (ID 876385)		

Purpose:

The amendment proposes an additional $31,500.00 for the Design Phase Services; a decrease of $6,000.00 to our Bidding Phase Services; and a decrease of $9,000.00 to our Construction Phase Services for a total of an additional $16,500.00 to the total fee.

Background:
The Walnut Ridge Subdivision consists of 66 lots that currently have septic systems. The Waldron Road widening project will adversely impact several of these septic systems. These lots will require a connection to the La Vergne sewer system. There has also been interest from other property owners to connect to the city's sewer system. A letter and the proposal from John Gahring is attached.

Financial Summary:

The Schedule of Fees included in the amended agreement shall be amended to include the following amended Schedule of Fees:

Service	Fee Basis	Original Fee	Amended Fees
Design Phase Services	Lump Sum	$42,000	$73,500
Bidding Phase Services	Lump Sum	$16,000	$10,000
Construction Phase Services	Lump Sum	$40,400	$31,400
	TOTAL FEES	**$98,400**	**$114,900**

Staff Recommendation:
Staff recommends approval.

CTIENGINEERS

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

VIA E-MAIL

February 19, 2026

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

Subject: City of La Vergne, Tennessee
Walnut Ridge Low Pressure System
CTI Project N25001

Dear Mr. Richardson:

Additional sewer relocation work is required for the Waldron Road widening project, being performed by a separate Consultant, that had not previously been accounted for within that design. CTI was requested to provide construction drawings for use in the project's utility relocations. To accomplish this CTI will incorporate those changes within the subject project and provide the completed set to the Road Project Engineer for use in bidding the project. The design and preparation of these documents is greater than originally anticipated when the Agreement was developed.

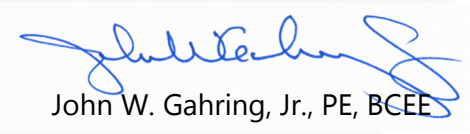
Enclosed for consideration by the City of La Vergne is a signed copy of our proposed Amendment No. 1 to our Agreement for Engineering Services. The amendment proposes an additional $31,500.00 for our Design Phase Services; a decrease of $6,000.00 to our Bidding Phase Services; and a decrease of $9,000.00 to our Construction Phase Service for a total of an additional $16,500.00 to the total fee.

If this amendment is acceptable to the City of La Vergne, please sign and date. Please return a copy for my files.

M:CTI/N22001/Correspondence/Letters/Bruce Richardson – Walnut Ridge Amendment 1 02192026

If you have any comments or questions, please do not hesitate to call.

Sincerely,



John W. Gahring, Jr., PE, BCEE

Enclosures

c: Mr. Kyle Brown, PE, Assistant City Administrator

AMENDMENT NO. 1
AGREEMENT FOR ENGINEERING SERVICES

WHEREAS, the City of La Vergne, Tennessee (CLIENT) and Consolidated Technologies, Inc., dba CTI Engineers, Inc. (CTI) entered into an Agreement dated March 10, 2025 to perform certain professional services in connection with the Walnut Ridge Low Pressure System (hereinafter referred to as the project); and

WHEREAS, additional design services to include sewer relocations required for the Waldron Road widening have required professional engineering services beyond the amount anticipated in the original Agreement; and

WHEREAS, The CLIENT and CTI recognize the need to provide fees for Additional Services Requiring Authorization in Advance.

NOW, THEREFORE, CLIENT and CTI do hereby agree as follows:

1) The Schedule of Fees included in the amended agreement shall be amended to include the following amended Schedule of Fees:
2)

Service	Fee Basis	Original Fee	Amended Fee
Design Phase Services	Lump Sum	$ 42,000	$73,500
Bidding Phase Services	Lump Sum	16,000	10,000
Construction Phase Services	Lump Sum	40,400	31,400
TOTAL FEE		$98,400	$114,900

3) All other portions of the original Agreement shall remain in force.

IN WITNESS WHEREOF, both parties have caused this Amendment No. 1 to be executed by their duly authorized representatives.

ACCEPTED BY CLIENT:
CITY OF LA VERGNE, TENNESSEE

By _____

Name Jason Cole

Title Mayor

Date _____

ACCEPTED BY CTI:
CONSOLIDATED TECHNOLOGIES, INC.
dba CTI ENGINEERS, INC.

By _____

Name John Gahring, PE

Title Vice President

Date 2/19/2026

ITEM REPORT

Board of Mayor and Aldermen

Date: April 2, 2026

Item #: 5.D.	Approve Amendment #1 to the Agreement for Engineering Services with CTI Engineers, Inc - Bain Drive Water and Sewer Relocation Project.		
Department:	Engineering	**Presented By:**	Kyle Brown
Item Attachments:	1. Bain Amendment 1 021926		

Purpose:

The amendment proposes an additional $14,560.00 for Design Phase Services.

Background:

The City of La Vergne and CTI Engineers, Inc. (CTI) entered into an Agreement dated August 7, 2021, to perform certain professional services in connection with the relocation of water and sewer facilities to accommodate the construction of Bain Drive by the Tennessee Department of Transportation (TDOT) under the State Industrial Access Serving Project Bear.

Additional design services within the State's Contract have required professional engineering services beyond the amount anticipated in the original Agreement.

Financial Summary:

The Schedule of Fees included in the amended agreement shall be amended to include the following amended Schedule of Fees:

Service	Fee Basis	Original Fee	Amended Fee
Design Phase Services	Lump Sum	$38,850	$53,410
Bidding Phase Services	Lump Sum	$5,550	$5,550
Construction Phase Services	Lump Sum	$11,100	$11,100
Surveys, Permits and Easements	Cost Plus	$20,000	$20,000
	TOTAL FEES	**$75,500**	**$90,060**

Staff Recommendation:
Staff recommends approval.

CTIENGINEERS

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

VIA E-MAIL

February 19, 2026

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

Subject: City of La Vergne, Tennessee
Bain Drive Water and Sewer Relocation
CTI Project N22001

Dear Mr. Richardson:

This project was originally bid in 2023 with the resulting bid amount much higher than expected and all bids were rejected. Several attempts to request TDOT revise their design to lessen the impact on the relocation work required met with no success. The City therefore requested to have the relocation work completed within the State's Contract. In order to include the subject project in the State's Contract modifications to the previously prepared construction drawings are required in addition to the preparation of several TDOT Forms that are to accompany the construction drawings. The design and preparation of these documents is greater than originally anticipated when the Agreement was developed.

Enclosed for consideration by the City of La Vergne is a signed copy of our proposed Amendment No. 1 to our Agreement for Engineering Services. The amendment proposes an additional $14,560.00 for our Design Phase Services.

If this amendment is acceptable to the City of La Vergne, please sign and date. Please return a copy for my files.

M:CTI/N22001/Correspondence/Letters/Bruce Richardson – Bain Amendment 1 02192026

If you have any comments or questions, please do not hesitate to call.

Sincerely,

John W. Gahring, Jr., PE, BCEE

Enclosures

c: Mr. Kyle Brown, PE, Assistant City Administrator

AMENDMENT NO. 1
AGREEMENT FOR ENGINEERING SERVICES

WHEREAS, the City of La Vergne, Tennessee (CLIENT) and Consolidated Technologies, Inc., dba CTI Engineers, Inc. (CTI) entered into an Agreement dated August 7, 2021, to perform certain professional services in connection with the relocation of water and sewer facilities to accommodate the construction of Bain Drive by the Tennessee Department of Transportation (TDOT) under the State Industrial Access Serving Project Bear; State Project Number 75953-2569-04; PIN 128748.00 (hereinafter referred to as the project); and

WHEREAS, additional design services to include this within the State's Contract have required professional engineering services beyond the amount anticipated in the original Agreement; and

WHEREAS, The CLIENT and CTI recognize the need to provide fees for Additional Services Requiring Authorization in Advance.

NOW, THEREFORE, CLIENT and CTI do hereby agree as follows:

1) The Schedule of Fees included in the amended agreement shall be amended to include the following amended Schedule of Fees:

2)

Service	Fee Basis	Original Fee	Amended Fee
Design Phase Services	Lump Sum	$ 38,850	$53,410
Bidding Phase Services	Lump Sum	5,550	5,550
Construction Phase Services	Lump Sum	11,100	11,100
Surveys, Permits, and Easements	Cost Plus	20,000	20,000
TOTAL FEE		$75,500	$90,060

3) All other portions of the original Agreement shall remain in force.

IN WITNESS WHEREOF, both parties have caused this Amendment No. 1 to be executed by their duly authorized representatives.

ACCEPTED BY CLIENT:
CITY OF LA VERGNE, TENNESSEE

By _____

Name Jason Cole

Title Mayor

Date _____

ACCEPTED BY CTI:
CONSOLIDATED TECHNOLOGIES, INC.
dba CTI ENGINEERS, INC.

By _____

Name John Gahring, PE

Title Vice President

Date 2/19/2026

ITEM REPORT

Board of Mayor and Aldermen

Date: April 2, 2026

Item #: 5.E.	Approve Scope of Work and Professional Services Agreement with GetResQ911 for Police Department Dispatch Staffing Services.		
Department:	Police	**Presented By:**	Christopher Moews
Item Attachments:	1. getResQ911 Scope of Work -La Vergne Police TN-031326 - 2 contractors.docx		

Purpose:
Request to utilize contract dispatchers to support operations of the emergency communications center. Due to employee turnover, the lack of qualified applicants and the amount of time it takes to interview, background and train a new dispatcher, we are experiencing staff shortages.

Background:
The nation has faced ongoing challenges with hiring qualified 911 dispatchers. There is significant competition in this region for qualified candidates. Emergency services positions, including 911 dispatchers, are often competing against other high-paying, lower-stress roles in the public and private sectors, making it harder to attract talent. The nature of the work exposes dispatchers to traumatic situations, which can lead to high levels of stress and mental health concerns. Recruitment efforts are hindered by the psychological resilience required for the job and the potential long-term impact on mental well-being. The high turnover rate within 911 dispatching roles exacerbates the challenge, as the emotional toll and work-life balance issues often lead to burnout. The job's stress, irregular hours, and demanding nature contribute to a lack of retention, making it harder to fill positions quickly and maintain adequate staffing levels. 911 dispatchers are typically required to meet stringent background check requirements, including criminal history checks and psychological evaluations, which can further narrow the pool of eligible candidates.

Currently the La Vergne Emergency Communication Center is at five full-time communication specialists and three contract communication specialists (contracts expire March 21, April 12 and May 9). I would like to utilize one new contract dispatcher and extend one of the current contractors. To provide seamless 24/7 double coverage with limited overtime, the communications center needs eight individuals. This does not account for sick leave or vacation time. Overtime in large amounts is not healthy for the wellbeing of the communication specialists, nor is it sustainable long term.

Financial Summary:
The total cost for two contract communication specialists will be $138,400 for the 26 week period.

Staff Recommendation:
Staff recommends approval.

Scope of Work

Agency Name: **La Vergne Police** Date: 02/09/26
Agency Address: 5093 Murfreesboro Rd, La Vergne, TN 37086
Agency Contact/Phone #: Erin Speck / 615-767-2212

Agency CAD System: Motorola Flex
Agency 911 Platform: Vesta 911
Agency Radio System:Motorola

Introduction:

getResQ911 LLC will provide the scope of work detailed below for work to be performed by 911 contractors. Details of the agreement, contract duration and associated costs are listed below.

Agreements

Client Responsibilities – include but not limited to the following:

- Day to day management of the Contractor will be the responsibility of the Client.
- Client agrees to provide on-boarding information at least two weeks prior to Contractor start date including the following:
    - Call taking, CAD Screen Images of Data Entry location.
    - Local call types
    - CAD codes/commands.
    - Radio codes
    - Agencies dispatched listing.
    - Appropriate SOP / Policy Documentation
    - Any additional on-boarding materials deemed necessary or encouraged to learn and understand.

- Adjustments to weekly hours and pay will be communicated in writing to the Company once agreed to by Client and Contractor.
- Adjustments to the weekly hours for each 911 Contractor will be coordinated monthly between Client and Company via a monthly schedule update.
- Union approvals, if required.
- Contractor pay including monthly housing will be paid electronically/ACH to the Company on a monthly basis on the first Wednesday of each month.

911 Contractor Responsibilities – includes but not limited to the following:

- Receive and process 911, non-emergency and administrative calls.
- Enter calls into the Client Computer Aided Dispatch (CAD) system as required by the Client.
- If authorized, leverage the National Law Enforcement Teletype System (NLETS) and the National Crime Information Center (NCIC) to perform required duties.
- Work to the best of their abilities to assimilate into the overall work environment and culture of the organization.

- Contractor agrees to provide two weeks' notice to Client for any work schedule change request.
- Contractor agrees to participate in additional background checks facilitated by the Client, if required.
- Contractor agrees to be or become compliant with the following certifications and training deemed required by the Client during the period of the contract. (check mark the appropriate certifications requested)
  - ☐ NCIC Certification
  - ☐ EMD, EFD
    - ☐ APCO
    - ☐ Priority Dispatch
    - ☐ Other _____
  - ☐ Other _____

Company Responsibilities – include but not limited to the following:

- getResQ911will provide Contractor resume's, verification of certifications and will provide a National and County Criminal and Credit background check if requested by the Client/Agency.
- getResQ911 and Client agrees to meet (virtually) every thirty days to review status of Contractor job performance and/or any challenges that need to be addressed.
- Logistics coordination with the 911 Contractor.
- Coordinate preboarding materials as outlined and agreed to in the Client Responsibilities section.
-

PAYMENT SCHEDULE

911 Contractor(s): 2

Name:_TBD Phone #: _____

Name:_TBD Phone #: _____

Start Date at Clients location: _____

Itemized Invoice: 6 Month Option

Item	Description	Hourly rate	Duration	# of contractors	Total
1	911 Contractor	$50	26 Weeks (13wks x 76 hrs x $50) + (13wks x 8 hrs x $75)	2	$114,400
2	Contractor Monthly Stipend	$2,000	6 months	2	$24,000
			Total Contract		$138,400

getResQ911 will invoice bi-weekly actual regular hours and overtime hours, if applicable. Monthly housing allowance will be invoiced on the last invoice of the month for the following month housing.

Initial payment, including 1st month pay and housing per contractor, will be credited on the last month of the contract.

The first month's housing allowance will be charged in full, regardless of the start date.

Any work assignments over and above call taking and/or dispatching assigned to getResQ911 Subcontractors need to be agreed to by getResQ911 and may include an hourly pay increase.

Overtime and Holiday will be paid at $75/hr rate and overtime hours include any hours over 40 hours per week.

Holiday's are based on the standard Federal Holidays.

Holiday Schedule:

- Thursday, January 01 - New Year's Day
- Monday, January 19 - Birthday of Martin Luther King, Jr.
- Monday, February 16 * - Washington's Birthday
- Monday, May 25 - Memorial Day
- Friday, June 19 - Juneteenth National Independence Day
- Friday, July 03 ** - Independence Day
- Monday, September 07 - Labor Day
- Monday, October 12 - Columbus Day
- Wednesday, November 11 - Veterans Day
- Thursday, November 26 - Thanksgiving Day
- Friday, December 25 - Christmas Day

AUTHORIZING SIGNATURES

Client Signature _____
Client Name _____
Client Title _____
Date _____

getResQ911 Signature _____
getResQ911 Name_____
Date _____

ITEM REPORT

Board of Mayor and Aldermen

Date: April 2, 2026

Item #: 5.F.	Authorize the Mayor to Execute a Combined Subdivision Participation and Release Form to Participate in the Six Remnant Defendants' Opioid Settlement.		
Department:	City Attorney	**Presented By:**	Evan Cope
Item Attachments:	1. Combined Subdivision Participation and Release Form - Six Remnant Defendants		

Purpose:
This will allow the City to join the State of Tennessee and other Local Governments to participate in the recently proposed "Six Remnant Defendants" opioid settlement.

Background:
The City has joined the State of Tennessee and other Local Governments to participate in national settlements with several opioid manufacturers, distributors and retailers. There is a new proposed settlement with "Six Remnant Defendants" and these documents need to be signed and returned in order for the City to participate. These defendants include Associated Pharmacies, Inc., J M Smith Corporation, Louisiana Wholesale Drug Company, Inc., Morris and Dickson Co., North Carolina Mutual Wholesale Drug Company, Inc. and United Natural Foods, Inc.

Financial Summary:
The amount of funds the City could receive from this settlement are unknown at this time. There are restrictions on the use of these funds, but the general concept is to use them for opioid abatement. This can be a reimbursement for previous costs or used for future needs.

Staff Recommendation:
Staff recommends approval.

Docusign Envelope ID: 1E1DA741-FBF9-4199-B8E4-39A957884D79

Rubris

7900 Westpark Drive
Suite A100
McLean, VA 22102
(571) 397-2050
www.rubris.com

New National Opioids Settlement: Six Remnant Defendants
Notice and Claims Administrator
opioidsparticipation@rubris.com

To: La Vergne city, TN
Reference Number: CL-2021869

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SIX REMNANT DEFENDANTS SETTLEMENT. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: Monday, May 4, 2026

A new proposed national opioids settlement ("*Six Remnant Defendants Settlement*") has been reached with six regional distributors/dispenser defendants: Associated Pharmacies, Inc. (and American Associated Pharmacies); J M Smith Corporation; Louisiana Wholesale Drug Company, Inc.; Morris and Dickson Co.; North Carolina Mutual Wholesale Drug Company, Inc.; and United Natural Foods, Inc. (including its subsidiaries SuperValu and Advantage Logistics) (each individually, a "*Remnant Defendant*," and, collectively, the "*Six Remnant Defendants*"). This package is a follow-up communication to the *Notice of National Opioids Settlement* recently sent electronically.

You are receiving this package, which includes a *Combined Subdivision Participation and Release Form*, because your entity is eligible to participate.

This electronic envelope contains:

- A *Combined Subdivision Participation and Release Form* for the *Six Remnant Defendants Settlement* that your entity is eligible to join, including a release of any claims.

The *Combined Subdivision Participation and Release Form* must be executed, without alteration, and submitted on or before Monday, May 4, 2026, for your entity to be included in the initial participation calculations and payment eligibility under the *Six Remnant Defendants Settlement*.

The MDL Plaintiffs' Executive Committee recommends that subdivisions agree to the settlement. If a subdivision elects to participate in the *Six Remnant Defendants Settlement* by executing the *Combined Subdivision Participation and Release Form*, the subdivision elects to participate in the settlement as to all *Six Remnant Defendants*. A subdivision cannot elect to participate in the settlement as to fewer than all *Six Remnant Defendants*. Based upon *Combined Subdivision Participation and Release Forms* received on or before Monday, May 4, 2026, the participation rate will be used by each *Remnant Defendant* to

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individually determine whether participation is sufficient to move forward. If the settlement moves forward, your release will become effective as to all *Remnant Defendants* that determine to move forward. If a *Remnant Defendant* determines not to move forward, your release as to that *Remnant Defendant* will not become effective.

You are encouraged to discuss the terms and benefits of the *Six Remnant Defendants Settlement* with your counsel. Information and documents regarding the *Six Remnant Defendants Settlement*, can be found on the national settlement website at *https://nationalopioidsettlement.com/.* This website will be supplemented if additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Combined Subdivision Participation and Release Form* to the Notice and Claims Administrator:

(1) *Electronic Signature via DocuSign*: Executing the *Combined Subdivision Participation and Release Form* electronically through DocuSign will return the signed form to the Notice and Claims Administrator and associate your form with your entity's records. Electronic signature is the most efficient method for returning the *Combined Subdivision Participation and Release Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.

(2) *Manual Signature returned via Rubris Platform Portal*: If your entity is unable to return an executed *Combined Subdivision Participation and Release Form* using DocuSign, the signed *Combined Subdivision Participation and Release Form* may be submitted via the Rubris Platform Portal. Please utilize the link within the New National Opioid Settlement Notice email in order to upload your entity's *Combined Subdivision Participation and Release Form* directly to the Rubris Platform Portal.

(3) *Manual Signature returned via electronic mail*: If your entity is unable to return an executed *Combined Subdivision Participation and Release Form* using DocuSign, the signed *Combined Subdivision Participation and Release Form* may be returned via electronic mail to *opioidsparticipation@rubris.com*. Please include the name, state, and reference ID of your entity in the body of the email and use the subject line *Combined Subdivision Participation and Release Form* – [Entity Name, Entity State] – [Reference ID].

Detailed instructions on how to sign and return the *Combined Subdivision Participation and Release Form*, including changing the authorized signer, can be found at National Opioid Settlement Website. You may also contact *opioidsparticipation@rubris.com*.

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7900 Westpark Drive
Suite A100
McLean, VA 22102
(571) 397-2050
www.rubris.com

The sign-on period ends on Monday, May 4, 2026.

If you have any questions about executing the *Combined Subdivision Participation and Release Form,* please contact your counsel or the Notice and Claims Administrator at *opioidsparticipation@rubris.com***.**

Thank you,
Notice and Claims Administrator

The Notice and Claims Administrator is retained to provide the settlement notice required by the settlement agreement referenced above and to manage the collection of settlement participation forms from the settlement.

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EXHIBIT G

Six (6) Remnant Defendants' Combined Subdivision Participation and Release Form ("Combined Participation Form")

Governmental Entity: La Vergne city		State: TN
Authorized Official: Jason Cole		
Address 1: 5093 Murfreesboro Road		
Address 2:		
City, State, Zip: La Vergne	Tennessee	37086
Phone: 615-793-6295		
Email: jcole@lavergentn.gov		

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the six (6) Remnant Defendants' Settlement Agreement ("RDSA"), dated February 3, 2026, and described further in Paragraph 1, and acting through the undersigned authorized official, hereby elects to participate in the RDSA, release all Released Claims against all Released Entities, and agrees as follows:

1. The Governmental Entity hereby elects to participate in the RDSA as a Participating Subdivision with each of the following six (6) Remnant Defendants that are parties to the RDSA: (1) Associated Pharmacies, Inc. (and American Associated Pharmacies), (2) J M Smith Corporation, (3) Morris and Dickson Co., L.L.C., (4) Louisiana Wholesale Drug Company, Inc., (5) North Carolina Mutual Wholesale Drug Company, Inc., and (6) United Natural Foods, Inc. (and SuperValu).

2. The Governmental Entity is aware of and has reviewed the RDSA, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in the RDSA, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in the RDSA and become a Participating Subdivision as provided in the RDSAs.

3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in the RDSA. With respect to any Released Claims pending in *In Re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of six (6) Remnant Defendants listed in Paragraph 1 above substantially in the form found at *https://nationalopioidsettlement.com/additional-settlements/.*

4. The Governmental Entity agrees to the terms of each of the RDSA pertaining to Participating

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Subdivisions as defined therein.

5. By agreeing to the terms of the RDSA settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

6. The Governmental Entity agrees to use any monies it receives through the RDSA solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the MDL Court and agrees to follow the process for resolving any disputes described in the RDSA.

8. The Governmental Entity has the right to enforce the RDSA as provided therein.

9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes of the RDSA, including without limitation all provisions related to release of any claims, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in the RDSA in any forum whatsoever. The release provided for in the RDSA is intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in the RDSA the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The RDSA shall be a complete bar to any Released Claim against the Released Entities.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the RDSA.

11. In connection with the releases provided in the RDSA, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

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A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in the RDSA, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the RDSA.

12. The Governmental Entity understands and acknowledges that nothing herein is intended to modify in any way the terms of any of the RDSA, to which Governmental Entity hereby agrees. To the extent this Combined Participation Form is interpreted differently from the RDSA in any respect, the RDSA controls.

I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: Jason Cole

Title: Mayor

Date: _____

ITEM REPORT

Board of Mayor and Aldermen

Date: April 2, 2026

Item #: 5.G.	Approve a Proposal from Simple Grants to Develop a Comprehensive Grant Strategy for the City of La Vergne.		
Department:	City Administrator	**Presented By:**	Bruce Richardson
Item Attachments:	1. Proposal / Master Services Agreement - Simple Grants		

Purpose:
This is an item to approve a proposal from Simple Grants to work with city staff to develop a comprehensive grant strategy for the City.

Background:

The City of La Vergne currently does not have a dedicated grant writer on staff. As a result, individual departments are responsible for identifying and applying for grant opportunities related to equipment purchases, capital projects, and other initiatives. While departments have pursued grants when opportunities arise, this approach can limit the City's ability to strategically identify and pursue the most competitive and beneficial funding opportunities.

To help address this challenge, staff contacted Simple Grants, a grant consulting firm, to provide assistance in developing a more coordinated and strategic approach to grant funding. Simple Grants has submitted a proposal to work with City leadership and departments to develop a Comprehensive Grant Strategy for the City.

Under the proposal, Simple Grants would work with the City during the initial phase to create a strategic roadmap that: Aligns potential grant opportunities with the City's priorities and planned projects; Identifies the most competitive federal, state, local, and private funding programs; Establishes a grant application calendar throughout the year; Reviews eligibility requirements and potential match obligations; and Identifies internal staff roles and capacity needed to pursue grants effectively.

The outcome of this process would be a customized grant strategy document and funding pipeline designed to help the City proactively pursue grant opportunities and better coordinate grant efforts across departments.

Once the strategy is developed, the City would have the option to engage Simple Grants for assistance with specific grant applications or grant management services. Any such work would be presented separately with a defined scope, timeline, and cost, and would be considered by the City on a case-by-case basis depending on the grant opportunity and complexity of the application.

Financial Summary:
The proposed cost for the grant strategy and advisory services is $1,500 per month, with an initial six-month term. The first three months are billed in advance.

Staff Recommendation:
Staff recommends approval.

Simple Grants

PROPOSAL FOR SERVICES

Prepared for:
City of La Vergne, TN
Submitted: February 27, 2026
By: Jessica Whaley
Jessica@SimpleGrants.com
256.239.0206

LA VERGNE
TENNESSEE

February 26, 2026

Bruce Richardson
City Administrator
5093 Murfreesboro Road
La Vergne, TN 37086

Dear Bruce,

Thank you for the opportunity to provide this proposal for the City of La Vergne. We recognize the City's ongoing efforts to advance infrastructure, public safety, and community development priorities while balancing limited local resources and increasing project demands.

Based on our understanding of La Vergne's near-term and long-range needs, we have outlined a targeted grant research engagement designed to identify funding opportunities that align with the City's capital, transportation, public safety, and quality-of-life initiatives. This initial phase is intentionally scoped to deliver clear, leadership-ready information that can support planning and budgeting discussions without requiring an immediate commitment to pursue any specific grant.

Our goal is to provide City leadership and department heads with practical funding intelligence, including a realistic assessment of eligibility, competitiveness, timing, and effort, so that future grant decisions can be made strategically and in coordination with existing priorities and staff capacity.

La Vergne's thoughtful planning and continued growth create a strong foundation for leveraging grant funding to advance both immediate priorities and long-term initiatives, and I would welcome the opportunity to serve as a resource as the City evaluates those options.

Sincerely,

Jessica Whaley
Founder & CEO
256-239-0206
Jessica@SimpleGrants.com

CITY OF LA VERGNE, TN
TARGETED GRANT RESEARCH INITIATIVE

Purpose

Provide the City of La Vergne with a structured, ongoing approach to planning, prioritizing, and pursuing grant funding in alignment with capital, transportation, public safety, and community development priorities.

Why This Matters

The City is advancing multiple projects while balancing staff capacity and increasing compliance requirements. A coordinated grant strategy allows leadership to focus on the most competitive opportunities, plan application timing, and avoid fragmented efforts across departments. This approach supports more efficient use of staff time, strengthens long-term planning, and improves readiness for complex federal and state programs.

Scope of Services

Months 1-2: Strategy Development

We will work with City leadership and key departments through structured planning sessions to develop a customized Comprehensive Grant Strategy. This process results in a practical roadmap that aligns funding opportunities to adopted priorities, identifies the most competitive programs, maps application timing across the year, reviews eligibility and match considerations, and clarifies internal roles and capacity.

Month 3 and Beyond: Ongoing Strategy and Grant Monitoring

Following completion of the strategy document, we will conduct monthly advisory meetings to maintain a current and decision-ready grant pipeline. These meetings may include review of newly released and forecasted opportunities, fit analysis based on City priorities and capacity, updates to the grant calendar, readiness guidance for upcoming programs, coordination across departments, and recommendations on when to initiate a Work Plan for application development or grant management.

What You Will Receive

- A customized Comprehensive Grant Strategy document
- A prioritized grant opportunity pipeline aligned to City projects
- A 12-month grant calendar with recommended sequencing
- Ongoing monthly advisory meetings
- Readiness and competitiveness guidance for major programs
- Coordination planning to support a citywide approach

CITY OF LA VERGNE, TN
TARGETED GRANT RESEARCH INITIATIVE

Focus Areas

- To be identified during the official onboarding meeting.

Investment

$1,500 per month

The Comprehensive Grant Strategy Subscription includes an initial term of six (6) months. The first three months are billed in advance to support strategy development, research, and scheduling activities.

Following the initial three-month period, billing continues on a monthly basis for the remainder of the initial term. The initial term is non-refundable.

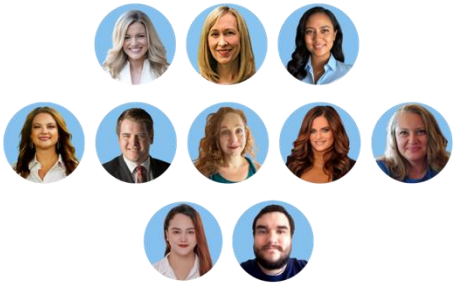
After the six-month term, the subscription transitions to a month-to-month arrangement and may be canceled by either party with thirty (30) days written notice.

Expected Outcome

A coordinated, decision-ready grant pipeline that enables the City to prioritize high-impact projects, prepare in advance for complex funding opportunities, and pursue grants strategically based on capacity and competitiveness.

Implementation Approach

This subscription is a planning and advisory service. When the City elects to pursue a specific grant opportunity, a separate Work Plan will be provided outlining scope, timeline, and cost for application development or grant management.



ABOUT US

Founded in 2010, **Simple Grants** is a full-service grant consulting firm. We work closely with our clients and strive to provide unquestionable value with every engagement.

Our goal is to be your trusted navigator and go-to expert for all things grant-related while providing concierge-level service making grants simple.

15

Years in Business

$277M

Amount Awarded to Clients

4 out of 5

Number of Repeat Clients

OUR SERVICES

Grant Identification

- Private Grants
- Public Grants
- Comprehensive Grant Strategy

Whether you need help locating federal, state, local, or private grants, our team can make sure you're the first to know about grant opportunities that align with your mission. We can create custom strategies to fit budgets and projects of all shapes and sizes.

Grant Writing

- Program Design
- Proposal Writing
- Proposal Submission

We can help with all aspects of grant writing. From template creation to fully outsourced program and proposal development, including application submission support, our clients benefit greatly from our custom, transparent, and scalable solution to grant writing.

Grant Management

- Administration
- Compliance
- Reporting

From pre-award requirements to closeout, we offer customized solutions for successfully managing public and private sector grants, including ARPA and other recovery funding allocations.

COMPREHENSIVE GRANT STRATEGY

The **Comprehensive Grant Strategy** was designed to help our clients win more grants by identifying closely-aligned opportunities as early as possible and developing a strategy to more effectively compete.

The first step in developing your strategy is identifying up to five funding priority areas for our team to research. We then conduct comprehensive grant research across federal, state, local, and private funders. Each grant opportunity identified will have custom analysis and instructions on how to apply if available. After presenting our initial findings and receiving feedback, we make any adjustments, develop a 1-year timeline broken into quarters, and conduct our Strengths, Opportunities, Aspirations, and Results (SOAR) analysis, which helps assess your grant-readiness and provides tips to get better results.

Challenges

- Finding Opportunities
- Vetting Opportunities
- Resource Planning

Opportunities

- More Opportunities
- Better Alignment
- Proactive Grantseeking

Results

- More Grants Won
- Smoother Process
- Higher Impact

Production Process

Priority Area Identification → **Grant Research** → **Research Presentation** → **SOAR Analysis** → **Final Delivery**

Simple Grants

MASTER SERVICES AGREEMENT

This Master Services Agreement (this "Agreement") is made and entered into and dated effective as of April 7, 2026 (“Date”) by and between City of La Vergne ("Client") and Alagrants, LLC d/b/a Simple Grants, an Alabama limited liability company ("Simple Grants").

RECITALS

WHEREAS, the Client seeks grant consulting and other services;

WHEREAS, the Client desires to obtain services provided by Simple Grants; and

WHEREAS, Simple Grants desires to provide such services,

AGREEMENT

NOW, THEREFORE, in consideration of the premises set forth above, the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Simple Grants and the Client, intending to be legally bound, hereby agree as follows:

1. Services and Work Plans

Simple Grants will provide consulting services as agreed in written Work Plans. The initial Work Plan is attached hereto as **Exhibit A** and incorporated herein. Each Work Plan is incorporated into and governed by this Agreement. In the event of conflict, the Work Plan shall control with respect to scope, pricing, and service-specific terms.

Work Plans may be executed by signature or approved in writing by the parties, including via electronic mail or other written electronic communication.

2. Term

This Agreement begins on the Effective Date and continues until terminated by either party upon thirty (30) days written notice. The term of services shall be defined in each Work Plan.

3. Compensation and Payment

Client shall pay Simple Grants in accordance with the rates, fees, and billing terms set forth in each applicable Work Plan.

Notwithstanding the foregoing, Client authorizes Simple Grants to perform limited services on an hourly basis, without a fully executed Work Plan, for up to two (2) hours per request. Such services may include consultation, preliminary research, or development of proposed Work Plans or scopes of services. These services will be billed at Simple Grants' standard hourly rate of $165 an hour unless otherwise agreed in writing.

Any services exceeding two (2) hours shall require Client's prior written authorization, which may be provided via email or other written communication.

Unless otherwise specified, invoices are due within thirty (30) days of receipt, and pre-approved expenses are reimbursable with documentation.

Simple Grants may suspend services if payment is more than sixty (60) days past due, upon written notice to Client.

4. Independent Contractor

Simple Grants operates as an independent contractor and is responsible for all applicable taxes.

5. Non-Solicitation of Personnel

During the term of this Agreement and for a period of twelve (12) months thereafter, Client shall not directly solicit for hire or engagement any personnel of Simple Grants who was directly involved in providing services to Client under an active Work Plan ("Covered Personnel"), without Simple Grants' prior written consent.

For purposes of this section, "personnel" includes employees and independent contractors engaged by Simple Grants.

This provision shall not apply to general solicitations not specifically targeted at such individuals; provided, however, that hiring resulting from such solicitations shall not be deemed a violation unless preceded by direct or indirect solicitation of such Covered Personnel.

6. Reliance on Client Information

Simple Grants may rely on the accuracy of information provided by Client and is not responsible for errors or outcomes resulting from incomplete or inaccurate information.

7. No Guarantee of Funding

Simple Grants does not guarantee the award of any grant funding.

8. Limitation of Liability

Except for payment obligations, the total liability of either party shall not exceed the total fees paid by Client to Simple Grants in the twelve (12) months preceding the claim. Neither party shall be liable for indirect or consequential damages.

9. Termination

Either party may terminate with thirty (30) days written notice unless otherwise stated in a Work Plan. Client remains responsible for all fees incurred through the effective date of termination, as well as any minimum term or non-cancelable commitments set forth in an applicable Work Plan.

10. Governing Law

This Agreement shall be governed by the laws of the State of Tennessee.

11. Forum and Venue

All actions regarding this Agreement shall be in a court of competent subject matter jurisdiction in Rutherford County, TN

12. Severability

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

13. Conflict of Provisions

Should it be determined that a provision within this Agreement conflicts with a provision set forth in a Work Plan, then the language of the Work Plan shall control.

14. Notices

All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered, sent by United States mail, or sent by electronic mail or other written electronic communication to the designated representatives of the Client and Simple Grants.

In case of the Client, to:

City of La Vergne
Attn: Bruce Richardson, City Administrator
5093 Murfreesboro Road
La Vergne, TN 37086
brichardson@lavergnetn.gov
(615) 287-8634

In case of Simple Grants, to:

Simple Grants
Attn: Jessica Whaley, CEO
200 Doug Baker Blvd STE 600-334
Birmingham, AL 35242
jessica@simplegrants.com
(256) 239-0206

15. Counterparts

This Agreement may be executed in two or more counterparts (delivery of which may be via email as a portable document format (.pdf)), each of which will be deemed an original, and it will not be necessary in making proof of this Agreement or the terms of this Agreement to produce or account for more than one of such counterparts.

16. Entire Agreement

This Agreement and its exhibits contain the entire agreement between the parties with respect to the subject matter hereof and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

17. Modification of Agreement

This Agreement may not be changed orally but may be changed by agreement in writing signed by both parties.

18. Headings

Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

SIMPLE GRANTS

By: _____

Jessica Whaley
CEO
Date

CLIENT

By: _____

Jason Cole
Mayor
Date

Exhibit A

Work Plan No. 1 - Comprehensive Grant Strategy Subscription

This Work Plan is entered into pursuant to the Master Services Agreement between Client and Simple Grants and is incorporated therein.

Scope of Services

Simple Grants will provide ongoing strategic grant advisory services designed to support the identification, prioritization, and positioning of funding opportunities aligned with Client's goals and priorities.

Services may include, but are not limited to:

- Identification and evaluation of relevant grant opportunities
- Strategic planning and alignment of funding priorities
- Development of grant pursuit strategies and timelines
- Review of project concepts for funding readiness and competitiveness
- Guidance on application requirements, positioning, and supporting materials
- Ongoing advisory support through scheduled strategy sessions

As part of this engagement, Simple Grants will develop and deliver a Comprehensive Grant Strategy ("CGS") document following an initial series of approximately three (3) structured strategy meetings. The CGS document will outline prioritized funding opportunities, recommended strategies, and next steps aligned with Client's objectives.

Following delivery, Simple Grants will continue to conduct ongoing research and provide periodic updates and refinements to the CGS document as part of the subscription, based on evolving funding opportunities and Client priorities.

The Comprehensive Grant Strategy Subscription is advisory in nature and does not include grant application development, submission, or grant management services unless separately authorized under a written Work Plan.

Term

The initial term of this Work Plan is six (6) months. This Work Plan is non-cancelable during the initial term.

Fees and Billing

The fee for services under this Work Plan is $1,500 per month.

The first three (3) months shall be invoiced upfront. Months four (4) through six (6) will be invoiced monthly in advance of each service period.

Following the initial term, services will continue on a month-to-month basis unless terminated by either party with thirty (30) days written notice.

Agreed and Accepted

SIMPLE GRANTS

By: _____

Jessica Whaley
CEO
Date

CLIENT

By: _____

Jason Cole
Mayor
Date

ITEM REPORT

Board of Mayor and Aldermen

Date: April 2, 2026

Item #: 5.H.	Approve Amendment #2 to the Grant Contract with the State of Tennessee Department of Commerce and Insurance for the Provision of Grant Funds for Tuition Assistance, Training and Professional Expenses for the Tennessee Law Enforcement Training Academy (TLETA).		
Department:	Police	**Presented By:**	Christopher Moews
Item Attachments:	1. Grant Contract 77734-156 - Amendment #2 - La Vergne		

Purpose:
This is an amendment to the grant contract with the State of Tennessee Department of Commerce and Insurance that was originally approved in February 2024 and amended in ??.

Background:
This was a grant that was offered by the State of Tennessee to law enforcement agencies to provide $40,000 per year for five years to help with tuition assistance, training and professional development services at the Tennessee Law Enforcement Training Academy (TLETA).

In May 2024, the State sent an amendment regarding invoice requirements (Section C.5) and payments (Section C.13), which the Board approved on May 7, 2024.

This amendment is in regard to invoice requirements (Section C.5) and communications (Section D.8). All grant recipients across the state are receiving the same amendment.

Financial Summary:
There are no additional costs or revenues for this amendment.

Staff Recommendation:
Staff recommends approval.

GRANT AMENDMENT

Agency Tracking #	Edison ID	Contract #	Amendment #
33501-264869	Non-Edison Contract 77734-156	Non-Edison Contract 77734-156	2

Contractor Legal Entity Name	Edison Vendor ID
City of LaVergne	0000001520

Amendment Purpose & Effect(s)

To update the State's contact information in Grant Contract Section C.5., Invoice Requirements, and Section D.8., Communications

Amendment Changes Contract End Date:	☐ YES ☒ NO	End Date:	April 2, 2028

TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): **$ 0.00**

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2024	$40,000.00				$40,000.00
2025	$40,000.00				$40,000.00
2026	$40,000.00				$40,000.00
2027	$40,000.00				$40,000.00
2028	$40,000.00				$40,000.00
TOTAL:	**$200,000.00**				**$200,000.00**

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

CPO USE

Speed Chart (optional)	Account Code (optional)

AMENDMENT TWO
OF CONTRACT 77734-156

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Commerce and Insurance, hereinafter referred to as the "State" and City of LaVergne, hereinafter referred to as the "Grantee". It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Section C.5. is deleted in its entirety and replaced with the following:

C.5. Invoice Requirements. The Grantee shall submit the Cost Sharing Grant Invoice (Attachment B), and all supporting documentation determined necessary by the State, within ninety (90) days after TLETA's graduation, verifying the number of new officers employed by Grantee who completed TLETA's Basic Training Academy as required by Section A.3. since the last invoice (or since the Effective Date, if this is the first invoice) and certifying that all such officers have been assigned as required by Section A.4. to:

Director, Tennessee Law Enforcement Training Academy
3025 Lebanon Pike
Nashville, TN 37214
TLETA.grants@tn.gov

a. The Grantee understands and agrees to all of the following:

(1) A claim under this Grant Contract shall include only reimbursement requests for new officers employed by Grantee who complete TLETA's Basic Training Academy according to the Grant Budget.

(2) A claim under this Grant Contract shall not include any reimbursement request for future expenditures.

(3) A claim under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this Section C.5.

2. Section D.8. is deleted in its entirety and replaced with the following:

D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first-class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Director, Tennessee Law Enforcement Training Academy
3025 Lebanon Pike
Nashville, TN 37214
TLETA.grants@tn.gov

The Grantee:

Brent Hatcher, Deputy Chief
City of LaVergne/LaVergne Police Department
5093 Murfreesboro Road
LaVergne, TN 37086
bhatcher@lavergnetn.gov
615-793-7744

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The effective date of this Amendment is the date all required approvals are obtained. All other terms and conditions of this delegated authority not expressly amended shall remain in full force and effect.

IN WITNESS WHEREOF,

CITY OF LAVERGNE:

GRANTEE SIGNATURE **DATE**

PRINTED NAME AND TITLE OF SIGNATORY (above)

DEPARTMENT OF COMMERCE AND INSURANCE:

CARTER LAWRENCE, COMMISSIONER **DATE**

ITEM REPORT

Board of Mayor and Aldermen

Date: April 2, 2026

Item #: 5.I.	Approve a Grant Agreement with The Shapira Foundation - HugPatrol.		
Department:	Police	**Presented By:**	Christopher Moews
Item Attachments:	1. Grant Agreement HUG PATROL La Vergne Police Department		

Purpose:
This agreement is a requirement for grant acceptance that will result in donations of stuffed animals to the Police Department which will assist officers comforting children facing traumatizing or stressful situations.

Background:
The Police Department has been awarded a grant donation from the Shapira Foundation. One requirement of acceptance is the grant agreement to be signed and submitted. This grant supports police, fire, and medical non-profit organizations in providing comfort to children facing traumatizing or stressful situations.

Financial Summary:
This is a donation of goods with no monetary commitment or obligation.

Staff Recommendation:
Staff recommends approval.

16869 65th Avenue PMB 505
Lake Oswego, Oregon 97035
phone: (503) 758-2398
www.shapirafoundation.org

THE SHAPIRA FOUNDATION
Together we can make a difference

The Shapira Foundation supports organizations that provide direct resources to improve education and primarily the quality of life for disadvantaged families and individuals.

Grant Agreement

The Shapira Foundation - HugPatrol (Grantor) has approved the following grant.

Grantee: La Vergne Police Department
Date: March 10, 2026
Amount: 120 stuffed animals
Purpose: Stuffed animals for children in crisis situations

Grantee agrees and consents to the following conditions of the grant:

1. NON-PROFIT EXEMPTION STATUS: Grantee certifies that it is a tax-exempt police, fire or medical non-profit entity OR exempt from tax under 501(c)(3) of the Internal Revenue Code (IRC) and an organization described in IRC 509(a)(1), (2), or (3) (i.e. a non-private foundation), such status having been confirmed through one or more operative IRS rulings or determination letters, copies of which Grantee has filed with The Shapira Foundation for the Purpose described above.

2. NON-PROFIT STATUS CHANGE: Grantee will inform The Shapira Foundation immediately of any change effected to, or IRS proposed or actual revocation of, its tax-exempt status described in the paragraph above.

3. USE OF GRANT AWARD: Grantee will utilize the grant award (stuffed animals) only for charitable and educational activities consistent with its tax-exempt status as described above and as described in the Grantee's funding proposal and related correspondence. The grant award (stuffed animals) is not earmarked for transmittal to any other entity or person other than those described in the proposal, even if Grantee's proposal or other correspondence expresses expenditure intentions. Rather, Grantee accepts and will discharge full control of the grant and its disposition and responsibility for complying with this agreement's terms and conditions.

4. PUBLICITY: Grantee may choose to list The Shapira Foundation as a donor in its publicity regarding the work done with this grant; however, acknowledgement of the Grantor is NOT required.

On behalf of grantee, I understand and agree to the foregoing terms and conditions of The Shapira Foundation's grant, and hereby certify my authority to executive this agreement on Grantee's behalf.

Signature: _____Title:_____

Print Name: _____ Date: _____

Revised 7/15

ITEM REPORT

Board of Mayor and Aldermen

Date: April 2, 2026

Item #: 5.J.	Approve Change Order #7 with Baron Construction, LLC for the Public Works and Community Development Services Facility.		
Department:	Engineering	**Presented By:**	Gary Lide
Item Attachments:	1. PW-CDS Bldg - Modification Attachments		

Purpose:
This is a change order for the construction of the Public Works and Community Development Services Facility.

Background:
There are several items in this change order for the construction of this project which are represented by Contractor Requests for Change (RFCs) 43, 53, 55, 57, 58, 59, 60, and 61. They are outlined in the following pages.

Financial Summary:
The result of these changes is a deduction to the contract amount of $832.59. This is still within the overall project budget.

The breakdown of the various items in this change order is as follows:

RFC No.	Description	Contract Change
43	Casework and Millwork additions compared to original contract	$39,787.00
53	Stairwell changes	$8,758.46
55	Move lighting in PW Break-out Room	$7,514.26
57	Additional equipment required for mechanic pit cover	$10,033.35
58	Diesel supplied by contractor to fill tanks	$9,572.34
59	Repair FACP after power surge from electrical storm	$8,500.00
60	Final liquidated damages	-$82,000.00
61	HVAC screen wall deletion	-$2,998.00
	Total Change Order	**-$832.59**

Original Contract Amount:	$26,997,000.00
Total Changes (Prior to This Change):	633,468.53
Contract Amount (Prior to This Change):	$27,630,468.53
This Change:	-832.59
FINAL CONTRACT AMOUNT:	**$27,629,635.94**

Staff Recommendation:
Staff recommends approval.

List of Requests for Change (RFCs) for Final Contract Modification

RFC No.	Description	Contract Change
43	Casework and Millwork additions compared to original contract	$39,787.00
53	Stairwell changes	$8,758.46
55	Move lighting in PW Break-out Room	$7,514.26
57	Additional equipment required for mechanic pit cover	$10,033.35
58	Diesel supplied by contractor to fill tanks	$9,572.34
59	Repair FACP after power surge from electrical storm	$8,500.00
60	Final liquidated damages	-$82,000.00
61	HVAC screen wall deletion	-$2,998.00
Total Change Order		**-$832.59**

BARON
CONSTRUCTION

2305 La Vergne Public Works &CDSF **RFC 46**
La Vergne, TN

Extend the wall at the west end of mezzanine all the way up to the deck. This includes upsizing the studs to 6" studs. Per walk through with Tim Lambe after the OAC meeting on 10/01/2024 **10/9/2024**

COST CATEGORY/ITEM	UNIT PRICE	QUANTITY	TOTALS	NOTES
Mezzanine Wall at West End of B/E				
Extend Wall at West End of Mezzanine Area B/E	$ 7,480.11	1.00	$ 7,480.11	Extend the wall at the west end of mezzanine all the way up to the deck. This includes upsizing the studs to 6" studs.
SUBTOTAL			**$ 7,480.11**	

Subtotal	$	7,480.11	
Indirect	$	299.20	4%
Fee	$	466.76	6%
TOTAL	**$**	**8,246.07**	

Extra Work Order

EWO # 6

National Resources Company
1880 Gen George Patton Dr.
Franklin, TN 37067

To: Baron

Ph (615) 467-6141 Fax (615) 467-6144

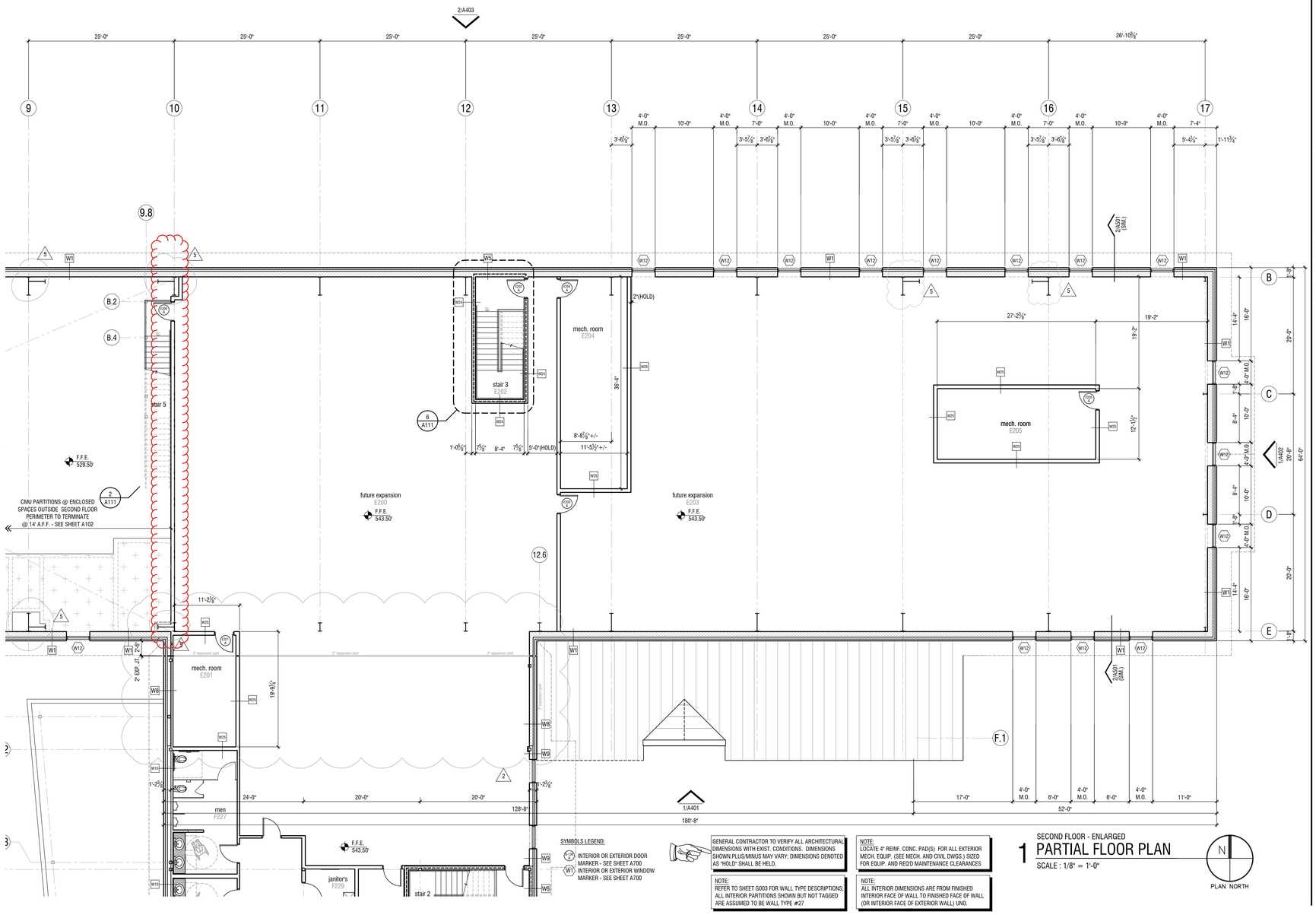
Job: Lavergne Public Works

Labor Items				Material Items			
Labor Class	Hrs.	Rate	Total Labor	Description	Qty	Unit Cost	Total Mat. Cost
Management	1	$ 60.00	$ 60.00	3-5/8" studs	0	$ 16.550	$ -
Foreman	1	$ 40.00	$ 40.00	3-5/8" track	0	$ 12.8000	$ -
Framer / Hanger	16	$ 37.50	$ 600.00	5/8" drywall	20	$ 23.40	$ 468.00
Framer / **Hanger**	32	$ 37.50	$ 1,200.00	mud	3	$ 19.75	$ 59.25
Finisher	32	$ 37.50	$ 1,200.00	corner bead	0	$ 4.25	$ -
Demo	0	$ 37.50	$ -	tape	1	$ 4.75	$ 4.75
Equipment	1	$ 600.00	$ 600.00	screws	2	$ 25.00	$ 50.00
					0	$ -	$ -
Premium Time				ballistic board	0	$ 590.00	$ -
Foreman	0	$ 60.00	$ -		0	$ -	$ -
Framer / Hanger	0	$ 56.25	$ -	6" studs	46	$ 35.800	$ 1,646.80
Framer / **Hanger**	0	$ 56.25	$ -	6" track	10	$ 32.65	$ 326.50
Finisher	0	$ 56.25	$ -	dens glass	0	$ 34.25	$ -
				batt insulation	0	$ 0.70	$ -
					0	$ -	$ -
					0	$ -	$ -
					0	$ -	$ -
					0	$ -	$ -
Total Labor			$ 3,700.00	Total Material Cost			**$ 2,555.30**
				Tax			**$ 249.14**
			Total Amount Material =				**$ 2,804.44**
			Total Amount Labor =				**$ 3,700.00**
			Total Material & Labor =				**$ 6,504.44**
			15%OHP =				**$ 975.67**
			Total Amount of EWO / Change Order.				**$ 7,480.11**

Description of EWO / Change Order:

extend wall at west end of mezzanine to deck

	Confirmation Of Completion	NRC
by:	by:	by: Kenny Manners
Date:	Date:	10/4/2024



SYMBOLS LEGEND:

- (1'-0" L) INTERIOR OR EXTERIOR DOOR MARKER - SEE SHEET A700
- W1 INTERIOR OR EXTERIOR WINDOW MARKER - SEE SHEET A700

GENERAL CONTRACTOR TO VERIFY ALL ARCHITECTURAL DIMENSIONS WITH EXIST. CONDITIONS. DIMENSIONS SHOWN PLUS/MINUS MAY VARY; DIMENSIONS DENOTED AS "HOLD" SHALL BE HELD.

NOTE:
REFER TO SHEET G003 FOR WALL TYPE DESCRIPTIONS. ALL INTERIOR PARTITIONS SHOWN BUT NOT TAGGED ARE ASSUMED TO BE WALL TYPE #27

NOTE:
LOCATE 4" REINF. CONC. PAD(S) FOR ALL EXTERIOR MECH. EQUIP. (SEE MECH. AND CIVIL DWGS.) SIZED FOR EQUIP. AND REQD MAINTENANCE CLEARANCES

NOTE:
ALL INTERIOR DIMENSIONS ARE FROM FINISHED INTERIOR FACE OF WALL TO FINISHED FACE OF WALL (OR INTERIOR FACE OF EXTERIOR WALL) UNO.

1 SECOND FLOOR - ENLARGED
PARTIAL FLOOR PLAN
SCALE : 1/8" = 1'-0"

PLAN NORTH

ARCHITECTURAL GENERAL NOTES

1. PERFORM WORK AS REQUIRED FOR PROPER COMPLETION OF THE PROJECT. DO NOT SCALE DRAWINGS - ANY CLARIFICATIONS OR INFORMATION REQUIRED BY THE CONTRACTOR SHALL BE FURNISHED BY THE ARCHITECT UPON REQUEST. CONTRACTOR SHALL SUBMIT ALL REQUESTS FOR CLARIFICATIONS IN WRITING TO THE ARCHITECT.
2. THE CONTRACTOR IS REQUIRED TO VISIT THE SITE AND BECOME FAMILIAR WITH EXISTING CONDITIONS AT THE SITE PRIOR TO SUBMITTING A BID. THE CONTRACTOR SHALL NOT RECEIVE ADDITIONAL PAYMENT FOR REQUIREMENTS THAT CAN BE INFERRED THROUGH OBSERVATION OF EXISTING SITE CONDITIONS. IF THERE IS A CONFLICT BETWEEN THE DRAWINGS AND EXISTING CONDITIONS, THE ARCHITECT SHALL BE NOTIFIED IMMEDIATELY BEFORE PROCEEDING WITH THE WORK.
3. CONSULT WITH THE OWNER FOR EQUIPMENT AND ITEMS NOT SHOWN ON THE DRAWINGS BUT TO BE FURNISHED BY THE OWNER AND INSTALLED BY THE CONTRACTOR UNDER THIS CONTRACT.
4. ALL INTERIOR DIMENSIONS ARE FROM FINISHED FACE OF GYP. BD. TO FINISHED FACE OF GYP. BD. (OR FINISH INDICATED) UNLESS NOTED OR DIMENSIONED OTHERWISE. REFER TO ENLARGED PLANS FOR CHASE WALL DIMENSIONS. HOLD ALL GYPSUM BOARD INSTALLATIONS 1/2" FROM TOP OF FINISHED FLOOR (TYP).
5. PROVIDE DOUBLE STUDS AND BLOCKING AS REQUIRED TO SUPPORT EQUIPMENT, CASEWORK, GRAB BARS, HANDRAILS, ETC.
6. DOORS ARE TO BE INSTALLED WITH JAMBS 6" FROM INSIDE FACE OF PERPENDICULAR FINISHED WALL UNLESS DIMENSIONED OTHERWISE.
7. ALL INTERIOR FIRE-RATED PARTITIONS SHALL EXTEND ABOVE THE FINISHED CEILING AND SHALL TERMINATE AT ASSEMBLIES OF GREATER RATING OR THE BOTTOM OF THE ROOF OR FLOOR DECK. NON FIRE-RATED PARTITIONS SHALL NOT PENETRATE RATED PARTITIONS. AT FIRE-RATED AREAS, THE CEILING OR ROOF SYSTEM SHALL BE RATED TO PROVIDE A FIRE-RATED OCCUPIED ENVELOPE.
8. ELECTRICAL PANELS, FIRE EXTINGUISHER CABINETS, AND OTHER RECESSED WALL EQUIPMENT OVER 16 SQUARE INCHES ARE TO BE WRAPPED IN GYPSUM BOARD TO MAINTAIN WALL RATINGS WHERE SHOWN.
9. GYPSUM BOARD ABUTTING OTHER MATERIALS OR FINISHES IS TO BE FINISHED WITH METAL EDGES. PROVIDE PRESSURE TREATED WOOD AT ALL CONDITIONS ABUTTING CONCRETE, IN NON-TEMPERED SPACES, AND/OR AT BUILDING EXTERIOR.
10. GYPSUM BOARD AT STUD FURROUTS IN AREAS WITH FINISHED CEILINGS SHOULD EXTEND 6" MIN. ABOVE FINISHED CEILING, AND BE BRACED WITH DIAGONAL MEMBERS SECURED TO STRUCTURE AT 8'-0" O/C FOR ALL WALLS OR PARTITIONS IN EXCESS OF 12'-0".
11. SEE SHEET A700 FOR DOOR AND WINDOW SCHEDULES.
12. PROVIDE TACTILE EXIT SIGNS CENTERED 60 INCHES ABOVE FINISHED FLOOR ON WALL NEXT TO LATCH SIDE STATING "EXIT" COMPLYING WITH ICC A117.1 AND NCAC, AT EACH DOOR TO AN EGRESS STAIRWAY, AN EXIT PASSAGEWAY AND EXIT DISCHARGE.

FINISH SCHEDULE

NUMBER	SPACE NAME	FLOOR	BASE	WALL	CEILING	CEILING HEIGHT	REMARKS
E200	FUTURE EXPANSION	SC	---	EXP	ACT	9'-0"	9'-0"
E201	MECHANICAL ROOM	SC	---	EXP	ACT	9'-0"	
E202	STAIR 3	STC	RB	CMU/PT	ACT	9'-0"	
E203	FUTURE EXPANSION	SC	---	EXP	ACT	9'-0"	

FINISH LEGEND

LVT = LUXURY VINYL TILE (XRP)
SC = SEALED CONCRETE
RB = RUBBER BASE
CT = CERAMIC TILE
VCT = VINYL COMPOSITION TILE
GB = GYPSUM BOARD
PC = POLISHED CONCRETE
CONC = CONCRETE (BRUSH FINISH)
MS = MANUFACTURER'S STANDARD FIN.
CMU = CONCRETE MASONRY UNITS
SDT = STATIC DISSIPATIVE TILE
MR = MOISTURE RESISTANT
ACT = ACOUSTIC CEILING TILE
MPS = METAL PANEL SOFFIT
PT = PAINT
EF = EPOXY FLOOR
CPT = CARPET TILE
EXP = EXPOSED
WP = WOOD WALL PANELS
EPXY = EPOXY PAINT
DG = 1/2" CEMENT BOARD
PL = PORCELAIN TILE
STC = STAINED CONCRETE
ACM = ALUM. COMPOSITE PANEL

NOTE:
ALL INTERIOR GYP. BD. INSTALLATIONS ON EXTERIOR WALLS TO UTILIZE 5/8" MOLD AND MOISTURE RESISTANT PAPERLESS GYPSUM PRODUCTS EQUAL TO GEORGIA PACIFIC "DensArmor PLUS", AND 5/8" GEORGIA PACIFIC "DensArmor PLUS FIREGUARD" AT RATED CONDITIONS IF SHOWN ON PLANS. EXTERIOR SHEATHING INSTALLATIONS (IF APPLICABLE) TO UTILIZE MOLD AND MOISTURE RESISTANT PAPERLESS PRODUCTS EQUAL TO GEORGIA PACIFIC "DensGlass GOLD", AND 5/8" GEORGIA PACIFIC "DensGlass GOLD FIREGUARD" AT EXTERIOR RATED WALL CONDITIONS WHERE SHOWN ON PLANS.

FINISH NOTES

1. GENERAL CONTRACTOR TO COORDINATE ALL FINISHES WITH OWNER
2. ALL FURNITURE AND EQUIPMENT TO BE OWNER FURNISHED AND INSTALLED BY THE CONTRACTOR (OFE) UNDER THE BASE BID EXCEPT BUILT-INS (SHOWN SHADED ON THE PLANS).

GENERAL FINISHES NOTE: ALL INTERIOR FINISHES SHALL COMPLY WITH LSC AND IBC FOR GROUP B USE AND S-2 USE IN SPRINKLERED BUILDINGS AS FOLLOWS:

B USE: INTERIOR EXIT STAIRWAYS, INTERIOR EXIT RAMPS, AND EXIT PASSAGEWAYS = CLASS "B". CORRIDORS AND ENCLOSURES FOR EXIT ACCESS STAIRWAYS AND EXIT ACCESS RAMPS = CLASS "C", ROOMS AND ENCLOSED SPACES = CLASS "C"

S USE: INTERIOR EXIT STAIRWAYS, INTERIOR EXIT RAMPS, AND EXIT PASSAGEWAYS = CLASS "C", CORRIDORS AND ENCLOSURES FOR EXIT ACCESS STAIRWAYS AND EXIT ACCESS RAMPS = CLASS "C", ROOMS AND ENCLOSED SPACES = CLASS "C"

NEW WORK PLAN KEYED NOTES

1. INSTALL NEW 4" MIN. REINF. CONC. LANDING (60"d x72"l) SLOPED 1/4"/FOOT MIN. AWAY FROM BLDG.
2. PAINT ALL HANDRAILS AND/OR GUARDRAILS UNLESS NOTED OTHERWISE (FRONT, REAR, TOP, AND BOTTOM)
3. PAINT ALL EXPOSED STRUCTURE UNLESS OTHERWISE NOTED
4. INSTALL EXISTING EQUIPMENT (RELOCATED FROM CURRENT PW FACILITY)
5. INSTALL NEW EQUIPMENT (OWNER PURCHASED/CONTRACTOR INSTALLED)

GENERAL FRAMING AND GYPSUM BOARD NOTES:

REFER TO STRUCTURAL DRAWINGS FOR GENERAL FRAMING MEMBER SIZES.

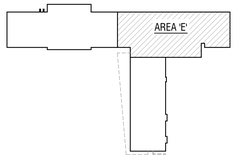
NOTE: 18 AND 20 GA. STUDS SIZES @ 16" O/C ARE AS FOLLOWS:

PARTITIONS UNDER 20'-8" A.F.F. MAY BE 3-5/8" WIDE EXCEPT WHERE NOTED ON PLANS; PARTITIONS OVER 20'-8" A.F.F. TO BE 6" WIDE BASED ON USG HANDBOOK, INTERIOR FRAMING LIMITING HEIGHTS, PAGE 77. PROVIDE ALTERNATE GA. METAL STUDS WHERE SHOWN ON DRAWINGS.

GYPSUM BOARD FINISHES SHALL BE PER SPECIFICATIONS AND AS SPECIFIED IN PUBLICATION GA-214-07 "RECOMMENDED LEVELS OF GYPSUM BOARD FINISHES"

KEY PLAN

SCALE: NOT TO SCALE



SECOND FLOOR, AREA 'E' SHOWN THIS SHEET; SEE SHEETS A105 AND A107 FOR CONTINUATION

CITY OF LA VERGNE, TENNESSEE
PUBLIC WORKS AND COMMUNITY DEVELOPMENT SERVICES FACILITY
1500 E NIR SHREIBMAN BOULEVARD - LA VERGNE, TN

Lambe+Associates, LLC
architecture • planning • design/build
creative solutions to build on

Lambe + Associates, LLC
106 Mission Court, Suite 303
Franklin, TN 37067
phone: 615.771.9601
llambe@comcast.net

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Consultants

CIVIL ENGINEER:
Civil & Environmental Consultants, Inc.

STRUCTURAL ENGINEER:
Wallace Design Collective

MECHANICAL ENGINEER:
Harpeth Park Engineering, LLC

ELECTRICAL ENGINEER:
Harpeth Park Engineering, LLC

Project

CITY OF LA VERGNE, TENNESSEE
PUBLIC WORKS AND COMMUNITY DEVELOPMENT SERVICES FACILITY
1500 E NIR SHREIBMAN BOULEVARD
LA VERGNE, TENNESSEE

rev.	date	
2	2	PEMB SUBCONTRACTOR FRAMING PLAN MOD'S FROM ORIGINAL DWGS. 10.12.23
1	5	PEMB PORTAL FRAME IMPACTS 07.31.24

L+A Job No. 2110
01.22.23

Second Floor Partial Floor Plan Area 'E'

A106

sheet

BARON
CONSTRUCTION

2305 La Vergne Public Works &CDSF
La Vergne, TN

RFC 50

Credit for mixing valves at eye wash stations as these are not required, per email correspondence and Engineer response 11/11/2024

11/22/2024

COST CATEGORY/ITEM	UNIT PRICE	QUANTITY	TOTALS	NOTES
Credit for Mixing Valves				
Deduct three mixing valves	$ 1,025.00	(3.00)	$ (3,075.00)	Three mixing valves not required for eye wash stations, per email correspondence and engineer response 11/11/24
SUBTOTAL			**$ (3,075.00)**	

Roy Bruce

From: Hornbuckle Plumbing <info@HORNBUCKLEPLBG.COM>
Sent: Tuesday, November 12, 2024 11:36 AM
To: Roy Bruce
Subject: RE: La Vergne Public Works - Emergency Eye Wash

Roy,

The mixing valves are $1,025/each x 3 = $3,075.00 credit
Supplier will accept return with no re-stocking charge.

Ernie

Roy Bruce

From: Chris Gresham <Chris@harpethpark.engineering>
Sent: Monday, November 11, 2024 10:50 AM
To: Roy Bruce; Hornbuckle Plumbing
Cc: tlambe@comcast.net; Annie Flanagin; Gary Lide; com-inbound-city-of-la-vergne-public-works--community-developm@procoretech.com; JB Nease
Subject: RE: La Vergne Public Works - Emergency Eye Wash

Folks,
I vote for the credit in lieu of installation. But it is Gary's call, of course.

E. Christopher Gresham, P.E. | Principal Mechanical Engineer
Harpeth Park Engineering, LLC
Office: (615) 814-6001
Direct: (615) 814-6003
Chris@harpethpark.net

HARPETH PARK
ENGINEERING LLC

From: Roy Bruce <rbruce@baronconstructionllc.com>
Sent: Friday, November 8, 2024 2:57 PM
To: Hornbuckle Plumbing <info@HORNBUCKLEPLBG.COM>; Chris Gresham <Chris@harpethpark.engineering>
Cc: tlambe@comcast.net; Annie Flanagin <aflanagin@baronconstructionllc.com>; Gary Lide <glide@lavergnetn.gov>; com-inbound-city-of-la-vergne-public-works--community-developm@procoretech.com; JB Nease <jbnease@baronconstructionllc.com>
Subject: RE: La Vergne Public Works - Emergency Eye Wash

Chris, Tim, Gary,

We need to determine this item once and for all – can you please confirm if you would like the mixing valves to be installed, or a credit in lieu of us installing these?

If you want them installed, we have one that needs to have the hot water figured out as there currently is none in that location.

So my guess would be that the credit would be the way to go and not install any mixing valves since if I recall correctly the water temperature is acceptable for the eye wash stations without adding hot water.

Thank you,
Roy

Please note our mailing address has changed:
Baron Construction, LLC

P.O. Box 264
Brentwood, TN 37024

Roy Bruce
Project Manager
Baron Construction, LLC
Temporary Address:
101 Westpark Dr, Ste 320
Brentwood, TN 37027
Mobile: 629.214.5690
Office: 615.690.7770 ext. 1008
rbruce@baronconstructionllc.com
www.baronconstructionllc.com

From: Roy Bruce
Sent: Thursday, October 3, 2024 11:23 AM
To: Hornbuckle Plumbing <info@HORNBUCKLEPLBG.COM>; chris@harpethpark.engineering
Cc: tlambe@comcast.net; Annie Flanagin <aflanagin@baronconstructionllc.com>; Gary Lide <glide@lavergnetn.gov>; com-inbound-city-of-la-vergne-public-works--community-developm@procoretech.com; JB Nease <jbnease@baronconstructionllc.com>
Subject: RE: La Vergne Public Works - Emergency Eye Wash

Chris,

Have you had a chance to look at this, regarding the A111 tire Maintenance room and also the mixing valves?

Thank you,
Roy

Please note our mailing address has changed:
Baron Construction, LLC
P.O. Box 264
Brentwood, TN 37024

Roy Bruce
Project Manager
Baron Construction, LLC
Temporary Address:
101 Westpark Dr, Ste 320
Brentwood, TN 37027
Mobile: 629.214.5690
Office: 615.690.7770 ext. 1008
rbruce@baronconstructionllc.com
www.baronconstructionllc.com

From: Hornbuckle Plumbing <info@HORNBUCKLEPLBG.COM>
Sent: Thursday, October 3, 2024 11:17 AM
To: Roy Bruce <rbruce@baronconstructionllc.com>
Subject: FW: La Vergne Public Works - Emergency Eye Wash

Roy,
Did you get a response on this?
Ernie

From: Hornbuckle Plumbing
Sent: Tuesday, September 24, 2024 8:55 AM
To: Roy Bruce <rbruce@baronconstructionllc.com>
Cc: 'Chris Gresham' <Chris@harpethpark.engineering>
Subject: RE: La Vergne Public Works - Emergency Eye Wash

Roy,

We can increase the cold water to 1" no problem.
Hot water – ½" is available at 2 locations.
The only hot water at the A111 tire maintenance room is an instantaneous heater that will not serve the eye wash. This is the only issue for Chris to address.
I have the mixing valves included in my fixture package.
Can we get clarification from the owner as to whether or not they want or require the mixing valves so we know how to proceed?
If they don't need the mixing valves we can issue a credit or turn them over to the owner for future use.

Ernie

From: Roy Bruce <rbruce@baronconstructionllc.com>
Sent: Monday, September 23, 2024 11:20 AM
To: Hornbuckle Plumbing <info@HORNBUCKLEPLBG.COM>
Cc: Annie Flanagin <aflanagin@baronconstructionllc.com>; JB Nease <jbnease@baronconstructionllc.com>; com-inbound-city-of-la-vergne-public-works--community-developm@procoretech.com
Subject: FW: La Vergne Public Works - Emergency Eye Wash

Ernie,

Please see below – additional information regarding the eye wash. Can you confirm the pipe size is correct per Chris Gresham's email below?

Thank you,
Roy

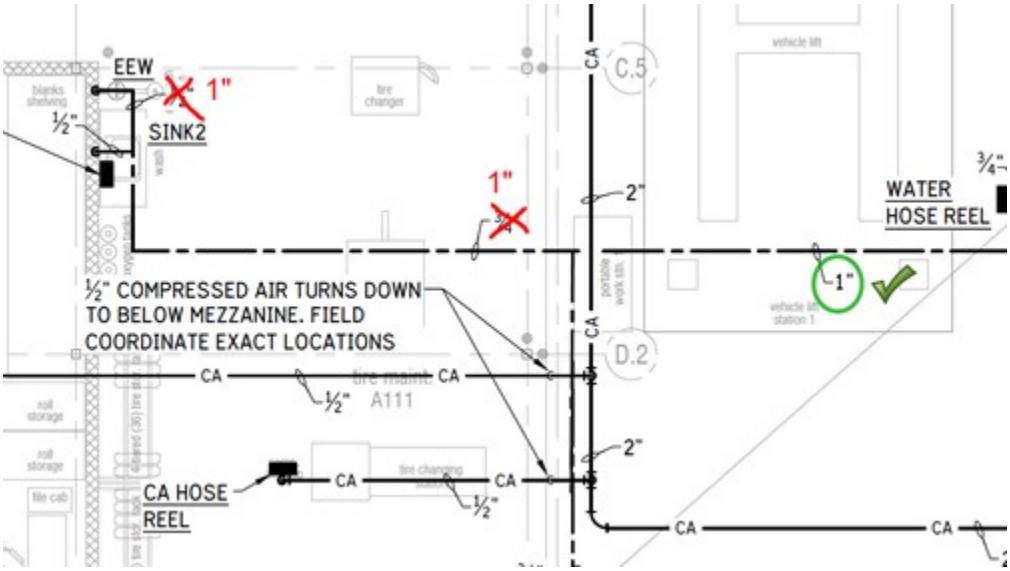
Please note our mailing address has changed:

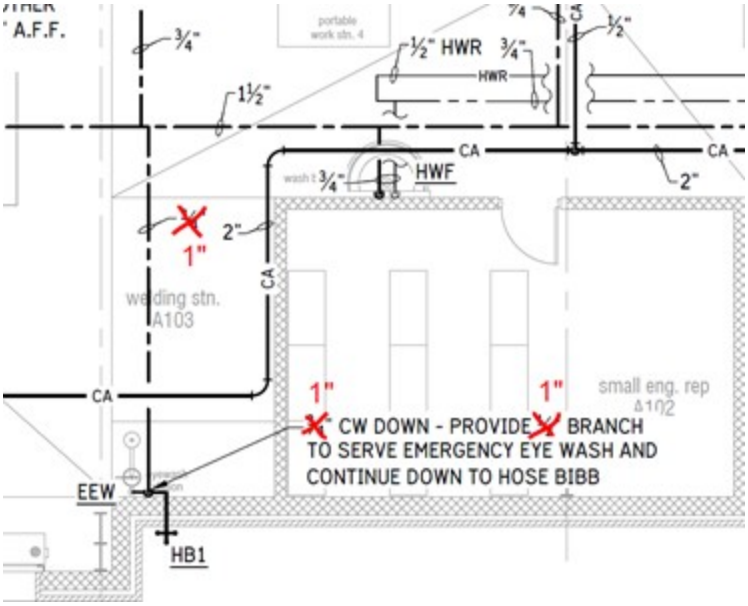
Baron Construction, LLC
P.O. Box 264
Brentwood, TN 37024

Roy Bruce
Project Manager
Baron Construction, LLC
Temporary Address:
101 Westpark Dr, Ste 320
Brentwood, TN 37027
Mobile: 629.214.5690
Office: 615.690.7770 ext. 1008
rbruce@baronconstructionllc.com
www.baronconstructionllc.com

From: Chris Gresham <Chris@harpethpark.engineering>
Sent: Monday, September 23, 2024 11:11 AM
To: Roy Bruce <rbruce@baronconstructionllc.com>
Subject: RE: La Vergne Public Works - Emergency Eye Wash

Roy,
I'm looking at the drawings to review the eye wash station locations and realized that the pipe sizing is shown too small. Each eyewash should have at lease a 1 cold water supply. We have it correct in the plumbing fixture schedule on sheet P000. Within that schedule, we also call out a ½" hot water line just in case we needed to add a mixing valve. But the floor plans are not correct. Perhaps you can catch the plumbers and have them increase those pipe sizes if they didn't already catch it.





E. Christopher Gresham, P.E. | Principal Mechanical Engineer
Harpeth Park Engineering, LLC
Office: (615) 814-6001
Direct: (615) 814-6003
Chris@harpethpark.net

HARPETH PARK
ENGINEERING LLC

From: Roy Bruce <rbruce@baronconstructionllc.com>
Sent: Monday, September 23, 2024 10:27 AM
To: Chris Gresham <Chris@harpethpark.engineering>; tlambe@comcast.net
Cc: Gary Lide <glide@lavergnetn.gov>; Annie Flanagin <aflanagin@baronconstructionllc.com>; JB Nease <jbnease@baronconstructionllc.com>; com-inbound-city-of-la-vergne-public-works--community-developm@procoretech.com
Subject: La Vergne Public Works - Emergency Eye Wash

Chris,

It seems the EEW's on the plumbing plans show cold water only – I just want to confirm that this is correct. Can you confirm for us please?

Thank you,
Roy

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Baron Construction, LLC

P.O. Box 264
Brentwood, TN 37024

Roy Bruce
Project Manager
Baron Construction, LLC
Temporary Address:
101 Westpark Dr, Ste 320
Brentwood, TN 37027
Mobile: 629.214.5690
Office: 615.690.7770 ext. 1008
rbruce@baronconstructionllc.com
www.baronconstructionllc.com

BARON
CONSTRUCTION

2305 La Vergne Public Works &CDSF
La Vergne, TN

RFC 51

Change two heaters in Area A due to height available being too low for the original spec'd heaters. Loading Dock A108 and Tire Maintenance A111.

11/29/2024

COST CATEGORY/ITEM	UNIT PRICE	QUANTITY	TOTALS	NOTES
Change Two Heaters				
Change Two Heaters in Area A	$ 3,622.00	1.00	$ 3,622.00	Change heaters at Loading Dock A108 and Tire Maintenance A111 due to height available being too low
SUBTOTAL			**$ 3,622.00**	

Subtotal	$	3,622.00	
Indirect	$	144.88	4%
Fee	$	226.01	6%
TOTAL	**$**	**3,992.89**	

INTERSTATE AC SERVICE
"The Sign of Good Service"

Baron Construction, LLC 11-26-2024

Attention – Roy Bruce

Project Reference – LaVergne Public Works

RE – Change Gas Infrared Heaters to a gas fired unit heaters as per directed by Engineer

Affected – RTH-1 Loading Dock, RTH-2 Tire Maintenance

Due to the low ceiling height of mounting of the infrared heaters we feal that its going to be too hot and to control the heat. Solution to provide a standard gas fired unit heaters to use fan forced hot air to heat the spaces

Cost for (2) Heaters 60,000 BTUH heaters ---------- $ 3,622.00

Installation is already Included in the original HVAC bid

Total Proposed Change Order # 1 ---------- $ 3,622.00

Let me know if this is approved

Jeff Owens

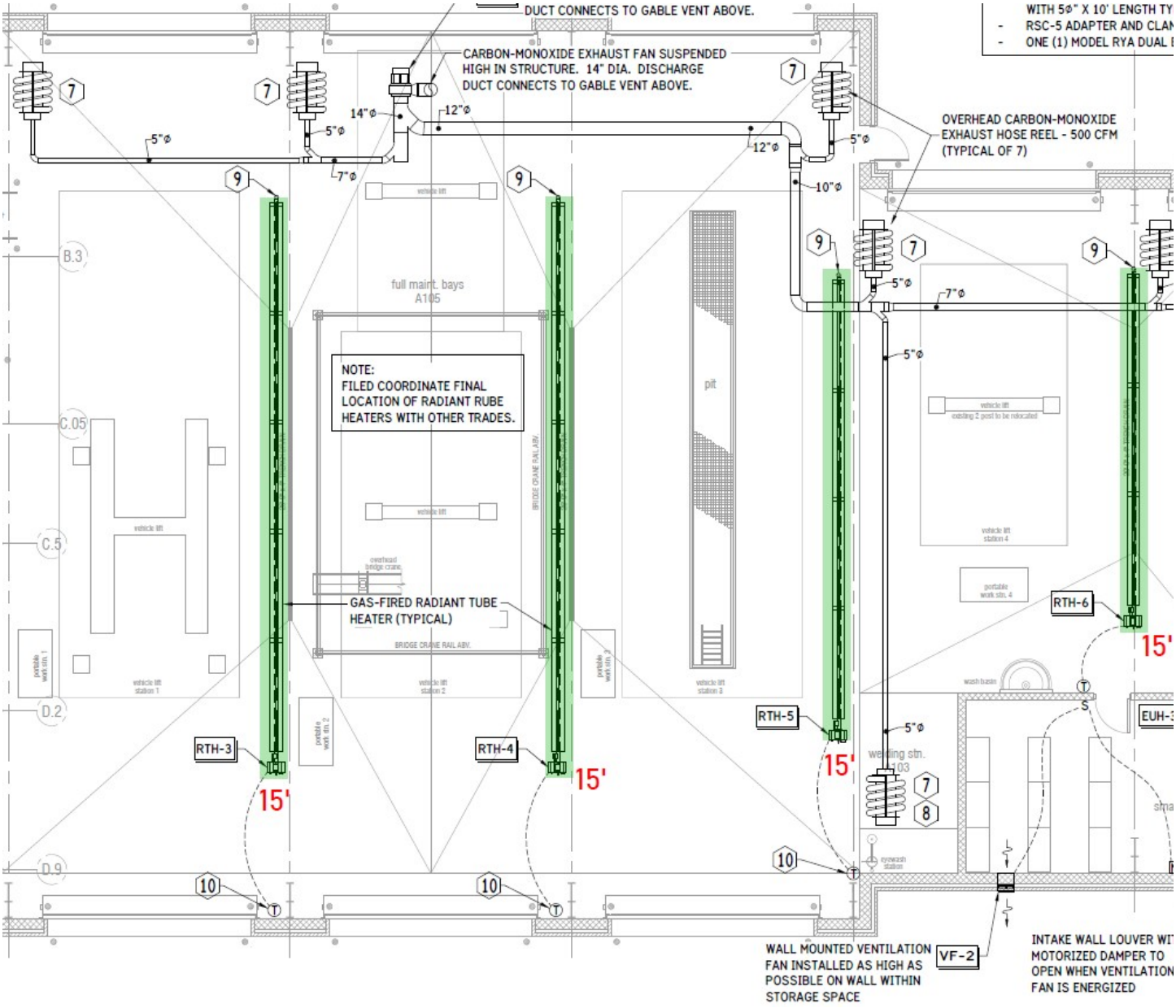
Interstate A/C Service

1877 Airlane Drive • Nashville, TN 37210
Phone: (615) 832-8500 • Fax: (615) 620-0602
www.interstateac.com

Roy Bruce

From: Chris Gresham <Chris@harpethpark.engineering>
Sent: Friday, August 16, 2024 4:29 PM
To: Tlambe@Comcast. Net (tlambe@comcast.net)
Cc: Roy Bruce; Tyler Ball
Subject: La Vergne Public Works - Radiant Tube Heaters

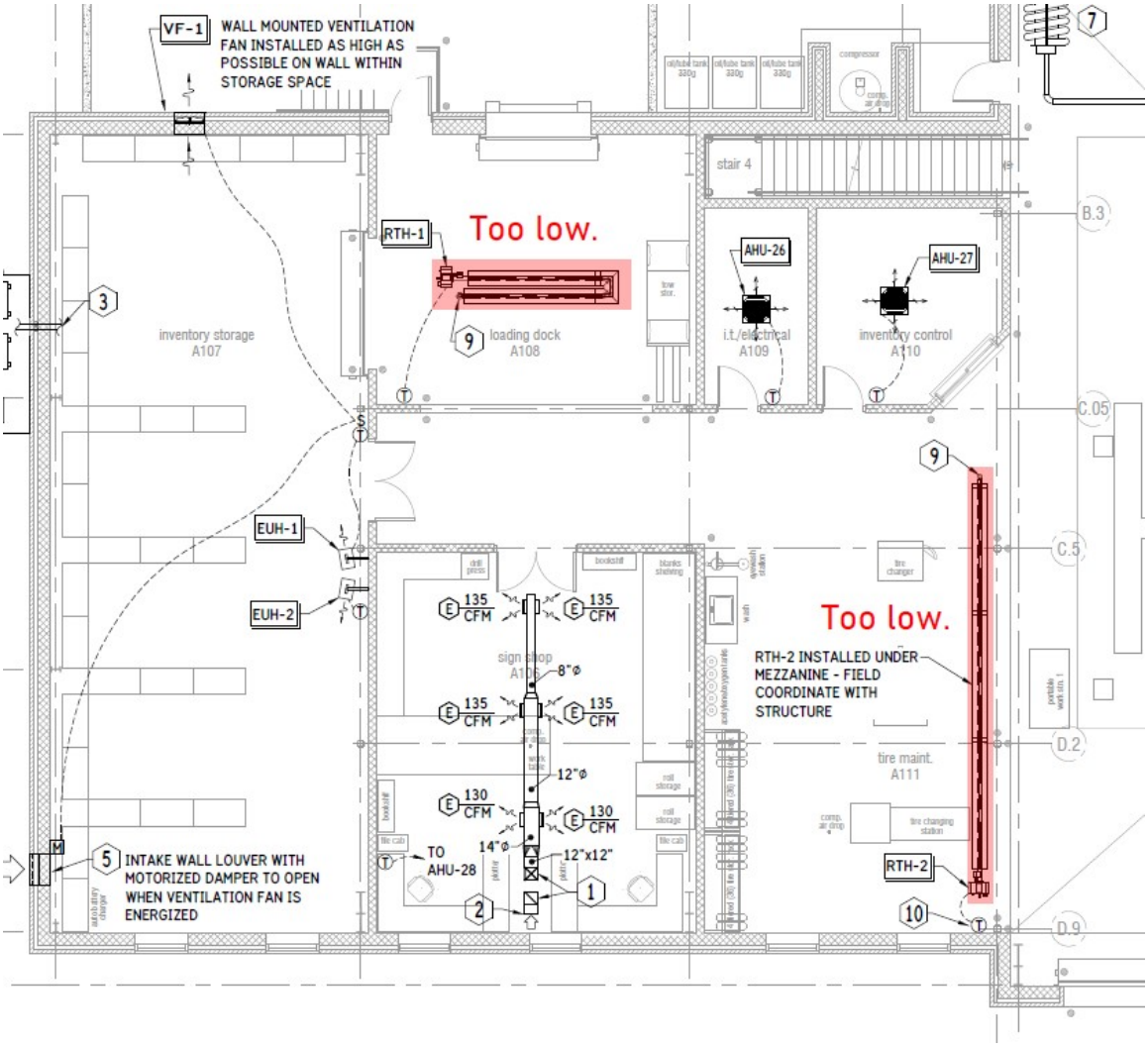
Tim,
I met with Roy Bruce (copied) and others today at the job site to review some equipment and ductwork installations.
After seeing the 15 ft height installation of the radiant tube heaters in the shop, I came back to my office and I've been talking with the manufacturer.
The 15 ft high installations in the open shop area are ok as is. So, **Roy**, you can tell the plumbing contractor to move forward with running gas piping to those units. I've highlighted them in green in the image below:



However, the units highlighted in red below may present a problem for anyone working below them. The height of the structure is such that these two heaters will be too low to be comfortable. I would like for these units to be replaced with some smaller output heaters.
The one I would recommend is made by the same company, but it has a lower heat intensity. Here's a link: https://www.reverberray.com/wp-content/uploads/2018/04/LBDST_DST-Series-Brochure.pdf

Roy – I would have Interstate AC look into this smaller heater. Nothing will change regarding the gas piping or electrical power.

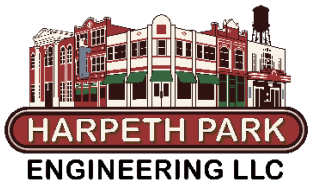
Let me know if I can help with anything else.



Thanks!

Chris

E. Christopher Gresham, P.E. | Principal Mechanical Engineer
Harpeth Park Engineering, LLC
Office: (615) 814-6001
Direct: (615) 814-6003
Chris@harpethpark.net


HARPETH PARK
ENGINEERING LLC

BARON
CONSTRUCTION

2305 La Vergne Public Works &CDSF
La Vergne, TN

RFC 53

Stairwell Ceilings Change from acoustical ceiling tile and grid, to rated drywall ceilings. This also required the light fixtures to change. Per attached email correspondence

12/23/2024

COST CATEGORY/ITEM	UNIT PRICE	QUANTITY	TOTALS	NOTES
Stairwell Ceilings Change				
Metal Stud and Drywall	$ 15,516.91	1.00	$ 15,516.91	construct 1hr drywall ceilings at 3 stairways
Surface Mounted Lights	$ 2,000.00	1.00	$ 2,000.00	(9) total surface mounted lights - (3) per stairwell
SUBTOTAL			**$ 17,516.91**	

Subtotal	$	17,516.91	
Indirect	$	700.68	4%
Fee	$	1,093.06	6%
TOTAL	**$**	**19,310.64**	

Extra Work Order

EWO # 8

National Resources Company
1880 Gen George Patton Dr.
Franklin, TN 37067
Ph (615) 467-6141 Fax (615) 467-6144

To: Baron
Job: Lavergne Public Works

Labor Items				Material Items			
Labor Class	Hrs.	Rate	Total Labor	Description	Qty	Unit Cost	Total Mat. Cost
Management	1	$ 60.00	$ 60.00	3-5/8" studs	0	$ 16.550	$ -
Foreman	1	$ 40.00	$ 40.00	3-5/8" track	0	$ 12.8000	$ -
Framer / Hanger	48	$ 37.50	$ 1,800.00	5/8" drywall	42	$ 23.40	$ 982.80
Framer / **Hanger**	72	$ 37.50	$ 2,700.00	mud	4	$ 19.75	$ 79.00
Finisher	96	$ 37.50	$ 3,600.00	corner bead	0	$ 4.25	$ -
Demo	16	$ 37.50	$ 600.00	tape	2	$ 4.75	$ 9.50
Equipment	1	$ 600.00	$ 600.00	screws	5	$ 25.00	$ 125.00
					0	$ -	$ -
Premium Time				ballistic board	0	$ 590.00	$ -
Foreman	0	$ 60.00	$ -		0	$ -	$ -
Framer / Hanger	0	$ 56.25	$ -	6" studs	51	$ 35.800	$ 1,825.80
Framer / **Hanger**	0	$ 56.25	$ -	6" track	15	$ 32.65	$ 489.75
Finisher	0	$ 56.25	$ -	dens glass	0	$ 34.25	$ -
				batt insulation	0	$ 0.70	$ -
					0	$ -	$ -
				fire caulk	15	$ 14.50	$ 217.50
					0	$ -	$ -
					0	$ -	$ -
Total Labor			$ 9,400.00	Total Material Cost			**$ 3,729.35**
				Tax			**$ 363.61**
			Total Amount Material =				**$ 4,092.96**
			Total Amount Labor =				**$ 9,400.00**
			Total Material & Labor =				**$ 13,492.96**
			15%OHP =				**$ 2,023.94**
			Total Amount of EWO / Change Order.				**$ 15,516.91**

Description of EWO / Change Order:

construct 1hr drywall ceilings at 3 stairways

			Confirmation Of Completion		NRC		
by:			by:		by:	Kenny Manners	
Date:			Date:			10/29/2024	

Industrial / Commercial Wiring

PROPOSAL

A & S Electric, Inc.
80 Cleveland Street
Nashville, TN 37207
615 – 244- 9560 Fax 254 - 4618

State Lic. #20026
Expires: 5/31/2024.
Classification: E, CE
Limit: UNLIMITED
Metro Lic. #415
Murfreesboro Lic.#0165

DATE: **October 31, 2024**

ATTN: **Baron Construction**

RE: **La Vergne Public Works**
1500 E Nir Shreibman Blvd.
La Vergne, TN

Dear Roy Bruce,

We appreciate the opportunity to provide the following quotation for the above referenced project. Our proposal is based upon the E drawings, Add. 2, RFI responses dated on 8/16/22 provided by Baron Construction.

Ceiling Lighting Total: $2,000

ITEMS INVOLVED:

9	Fixtures
1	Labor

PROJECT MANAGER'S SPECIFICATIONS:

- All light fixtures located in a drop ceiling are to have a minimum of (2) wire per fixture installed by the ceiling contractor.
- The above total sum has been calculated and the time schedule agreed upon based upon the current prices and availability of materials and labor, considering anticipated impacts from the COVID-19 pandemic, and any governmental action, disruptions in the supply of labor or materials or other impacts related thereto and that A&S Electric has taken or will take all reasonable measures to protect against excessive price increases and delays, such as early purchasing of materials where appropriate and feasible. A&S Electric shall not be responsible for any additional cost associated with changes in the aforementioned conditions, as they our out of our control. A&S Electric shall advise the contractor when conditions change and impacts our contract price.

EXCLUSIONS:

1. EXCLUDE: The repair of existing code deficiencies (if any) is not included in the above total sum quotation.
2. EXCLUDE: Main Switchboard, Generator/ Transformer / electrical equipment pads.
3. EXCLUDE: Any Utility Charges.
4. EXCLUDE: Parking (to be provided by GC)
5. EXCLUDE: Concrete Encasement
6. EXCLUDE: Painting of any kind
7. EXCLUDE: Gravel (included for primary & secondary power only)
8. EXCLUDE: Rock Excavation
9. EXCLUDE: Furnishing big ass fans and controls
10. EXCLUDE: Work from C section to road SE corner shown on E101. (no information provided)
11. EXCLUDE: J hooks, phone/data/tv/camera parts, wiring, and/or terminations.
12. EXCLUDE: All Pads on site shown on site print.
13. EXCLUDE: F/A PIV Connection, Conduit, and/or Termination.
14. EXCLUDE: Fuel Tank Work
15. EXCLUDE: Wage work
16. EXCLUDE: Seismic
17. EXCLUDE: Background check
18. EXCLUDE: X-Ray of Floors
19. EXCLUDE: Pole bases.
20. EXCLUDE: Hauling off of spoils.
21. EXCLUDE: Backfill of any kind. (gravel backfill in primary included in above total sum)
22. EXCLUDE: Cutting of concrete / asphalt.
23. EXCLUDE: Forming / furnishing of concrete.
24. EXCLUDE: Patching of any kind. (concrete / asphalt/ walls / ceilings / roof / etc.)
25. EXCLUDE: Furnishing/Installation of any low voltage cabling. (unless add alt is taken)
26. EXCLUDE: Any type of bonds.
27. EXCLUDE: Dumpster Fees.
28. EXCLUDE: Engineered stamped drawings / BIM
29. EXCLUDE: Surveying.

TERMS AND CONDITIONS:

Our quotation is valid for thirty (30) days from date of receipt.
Upon acceptance of our quotation, the following terms and conditions will apply:

- Amounts billed will be due within thirty (30) days of invoice.
- Project will be billed on a percentage-of-completion basis.
- All work is to be completed during A & S Electric's normal working hours which are Monday through Friday, 7:00a.m. to 3:30p.m. unless agreed upon in writing.
- The handling or disposal of contaminated or hazardous material is not included in the above quotation.
- Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and buyer shall not be entitled to any damages resulting thereof.

Thank you for considering A & S Electric Inc., for your electrical requirements. Please contact our office if you have any questions or comments concerning the above proposal.

Sincerely,

A & S Electric, Inc.

80 Cleveland Street Nashville, TN 37207 * Phone: (615) 244-9560 * Fax: 254-4618

WE PROPOSE to furnish labor and material --- complete in accordance with above specifications, and subject to conditions found on both sides of this agreement, for the sum of:

Payment to be made as follows: _____

_____

ACCEPTED. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Respectfully Submitted,

Payment will be made as outlined above.

A & S ELECTRIC, INC.

Date of Acceptance _____

By _____

By: _____

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

By _____

Shaun Smith

Project Manager

80 Cleveland Street Nashville, TN 37207 * Phone: (615) 244-9560 * Fax: 254-4618

Roy Bruce

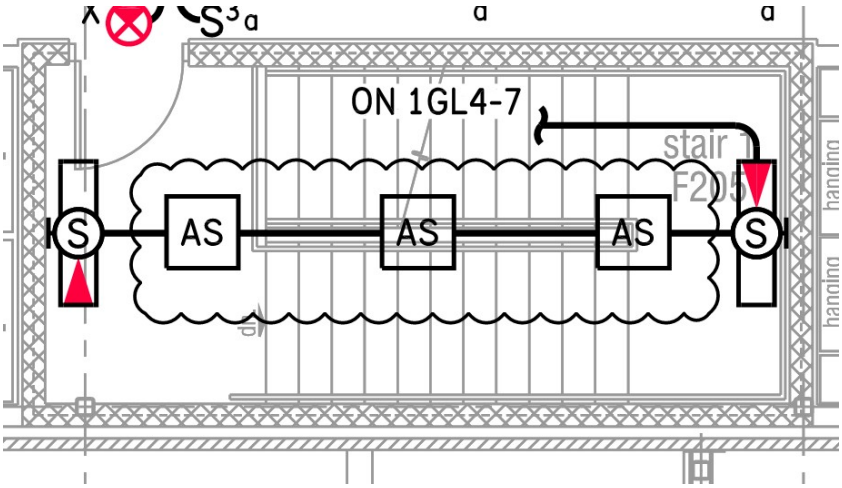
From: Tyler Ball <tyler@harpethpark.engineering>
Sent: Wednesday, October 30, 2024 1:37 PM
To: Roy Bruce; tlambe@comcast.net
Cc: Annie Flanagin; 'Gary Lide'; JB Nease; com-inbound-city-of-la-vergne-public-works--community-developm@procoretech.com
Subject: RE: La Vergne PW - Rated Ceilings at Stairs, Elevator

Roy,

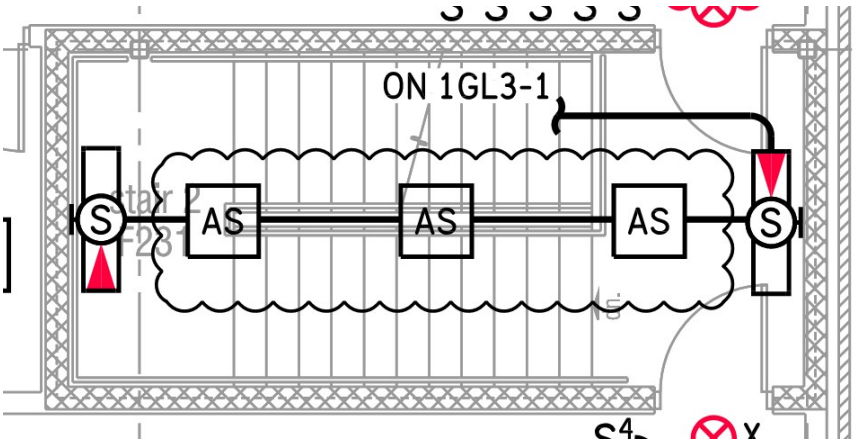
Specification for Luminaire Type “AS”:

Type = AS
Description = Surface-Mount Backlit Panel (no more than 1.5” depth from ceiling)
Performance = 41 Watts, 3500 Lumens, 3500K, 90 CRI
Specification = *Metalux – 22MMS-L3C3-UNV*
Link to Cut-Sheet = https://www.cooperlighting.com/api/assets/v1/file/CLS/content/metalux-mms-multimount-selectable-panel-specsheet/Metalux-MMS-Multi-Mount-Selectable-Panel-spec-sheet.pdf

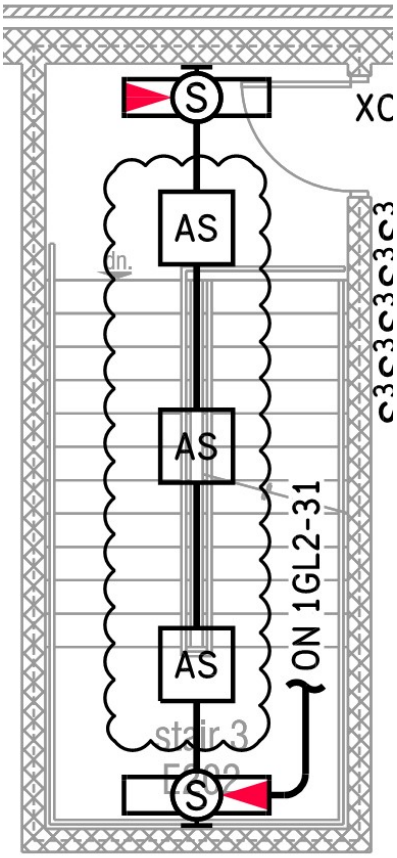
Stair #1:



Stair #2:



Stair #3:



Thanks,

Tyler Ball, P.E. | Principal Electrical Engineer
Harpeth Park Engineering, LLC
Office: (615) 814-6001
Direct: (615) 814-6011
Tyler@harpethpark.net

HARPETH PARK
ENGINEERING LLC

From: Roy Bruce <rbruce@baronconstructionllc.com>
Sent: Wednesday, October 30, 2024 12:43 PM
To: tlambe@comcast.net; Tyler Ball <tyler@harpethpark.engineering>
Cc: Annie Flanagin <aflanagin@baronconstructionllc.com>; 'Gary Lide' <glide@lavergnetn.gov>; JB Nease <jbnease@baronconstructionllc.com>; com-inbound-city-of-la-vergne-public-works--community-developm@procoretech.com
Subject: RE: La Vergne PW - Rated Ceilings at Stairs, Elevator

Tim,

It seems the best bet in that case is for us to go with the low profile fixtures. I'll get submittal information over ASAP so we can get underway

Thank you,
Roy

Please note our mailing address has changed:
Baron Construction, LLC
P.O. Box 264
Brentwood, TN 37024

Roy Bruce
Project Manager
Baron Construction, LLC
Temporary Address:
101 Westpark Dr, Ste 320
Brentwood, TN 37027
Mobile: 629.214.5690
Office: 615.690.7770 ext. 1008
rbruce@baronconstructionllc.com
www.baronconstructionllc.com

From: tlambe@comcast.net <tlambe@comcast.net>
Sent: Wednesday, October 30, 2024 12:30 PM
To: Roy Bruce <rbruce@baronconstructionllc.com>; 'Tyler Ball' <tyler@harpethpark.engineering>
Cc: Annie Flanagin <aflanagin@baronconstructionllc.com>; 'Gary Lide' <glide@lavergnetn.gov>; JB Nease <jbnease@baronconstructionllc.com>; com-inbound-city-of-la-vergne-public-works--community-developm@procoretech.com
Subject: RE: La Vergne PW - Rated Ceilings at Stairs, Elevator

Roy,

I'm good with either an exposed hard (rated) ceiling with lighting or a rated hard ceiling with a non-rated lay-in below with standard 2x2 light fixtures.

If the former, I would prefer the low-profile 1-1/2" fixtures.

Tim

From: Roy Bruce <rbruce@baronconstructionllc.com>
Sent: Wednesday, October 30, 2024 12:09 PM
To: tlambe@comcast.net; 'Tyler Ball' <tyler@harpethpark.engineering>
Cc: Annie Flanagin <aflanagin@baronconstructionllc.com>; 'Gary Lide' <glide@lavergnetn.gov>; JB Nease <jbnease@baronconstructionllc.com>; com-inbound-city-of-la-vergne-public-works--community-developm@procoretech.com
Subject: RE: La Vergne PW - Rated Ceilings at Stairs, Elevator

Tim,

From discussing with A&S, it doesn't sound like either option is going to be much of an issue. If we are changing fixtures we would need to get submitted and approved right away since we don't want to run into an issue with the time but that said 2x2 fixtures are typically quick ship items.

So (my opinion) it seems to be a question of what is acceptable i.e. aesthetically pleasing / to your liking

Thank you,
Roy

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Temporary Address:
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Mobile: 629.214.5690
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rbruce@baronconstructionllc.com
www.baronconstructionllc.com

BARON
CONSTRUCTION

From: Roy Bruce
Sent: Wednesday, October 30, 2024 8:05 AM
To: tlambe@comcast.net; 'Tyler Ball' <tyler@harpethpark.engineering>
Cc: Annie Flanagin <aflanagin@baronconstructionllc.com>; 'Gary Lide' <glide@lavergnetn.gov>; JB Nease <jbnease@baronconstructionllc.com>; com-inbound-city-of-la-vergne-public-works--community-developm@procoretech.com
Subject: RE: La Vergne PW - Rated Ceilings at Stairs, Elevator

I've sent to A&S Electric – I will need them to weigh in and let us know but will get back to y'all asap!

Thank you,
Roy

Please note our mailing address has changed:
Baron Construction, LLC
P.O. Box 264

Brentwood, TN 37024

Roy Bruce
Project Manager
Baron Construction, LLC
Temporary Address:
101 Westpark Dr, Ste 320
Brentwood, TN 37027
Mobile: 629.214.5690
Office: 615.690.7770 ext. 1008
rbruce@baronconstructionllc.com
www.baronconstructionllc.com

From: tlambe@comcast.net <tlambe@comcast.net>
Sent: Wednesday, October 30, 2024 8:04 AM
To: 'Tyler Ball' <tyler@harpethpark.engineering>; Roy Bruce <rbruce@baronconstructionllc.com>
Cc: Annie Flanagin <aflanagin@baronconstructionllc.com>; 'Gary Lide' <glide@lavergnetn.gov>; JB Nease <jbnease@baronconstructionllc.com>; com-inbound-city-of-la-vergne-public-works--community-developm@procoretech.com
Subject: RE: La Vergne PW - Rated Ceilings at Stairs, Elevator

Thanks, Tyler!

Roy, do either of these options work for you? There's always the third option we discussed yesterday...a non-rated fixture in a 2x2 lay-in ceiling hung below the rated ceiling.

Tim

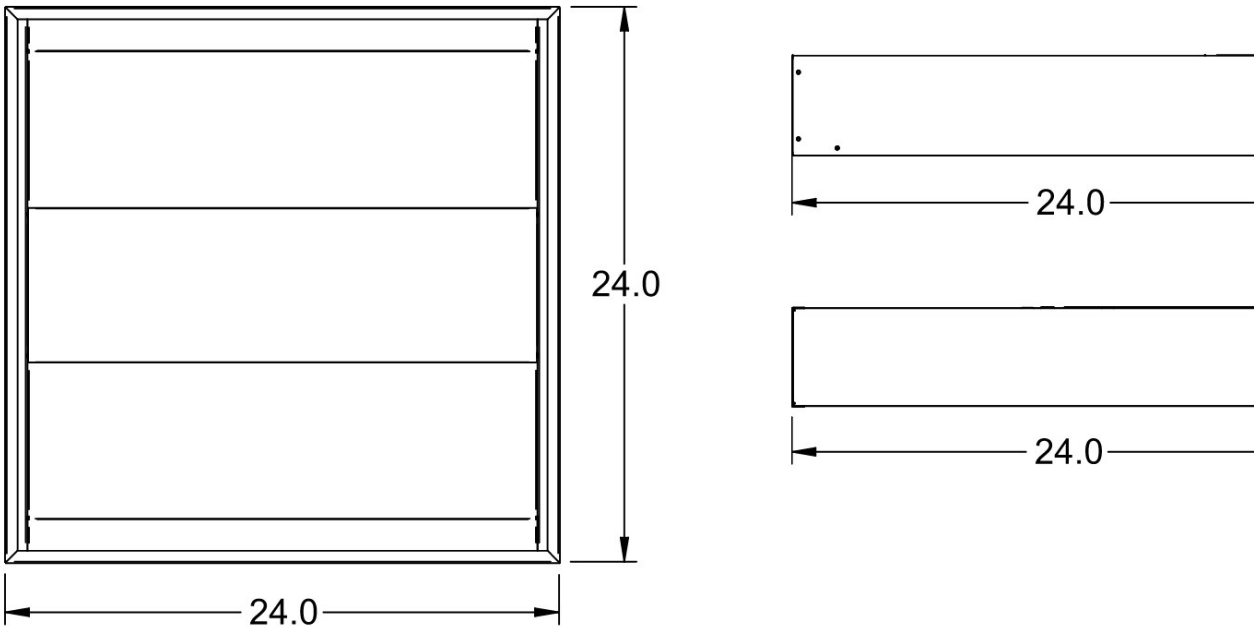
From: Tyler Ball <tyler@harpethpark.engineering>
Sent: Tuesday, October 29, 2024 4:55 PM
To: tlambe@comcast.net; 'Roy Bruce' <rbruce@baronconstructionllc.com>
Cc: 'Annie Flanagin' <aflanagin@baronconstructionllc.com>; 'Gary Lide' <glide@lavergnetn.gov>; 'JB Nease' <jbnease@baronconstructionllc.com>; com-inbound-city-of-la-vergne-public-works--community-developm@procoretech.com
Subject: RE: La Vergne PW - Rated Ceilings at Stairs, Elevator

Tim,

From a lighting standpoint, I reckon that the only areas that need adjusting are the (3) stairwells. We have a couple of options:

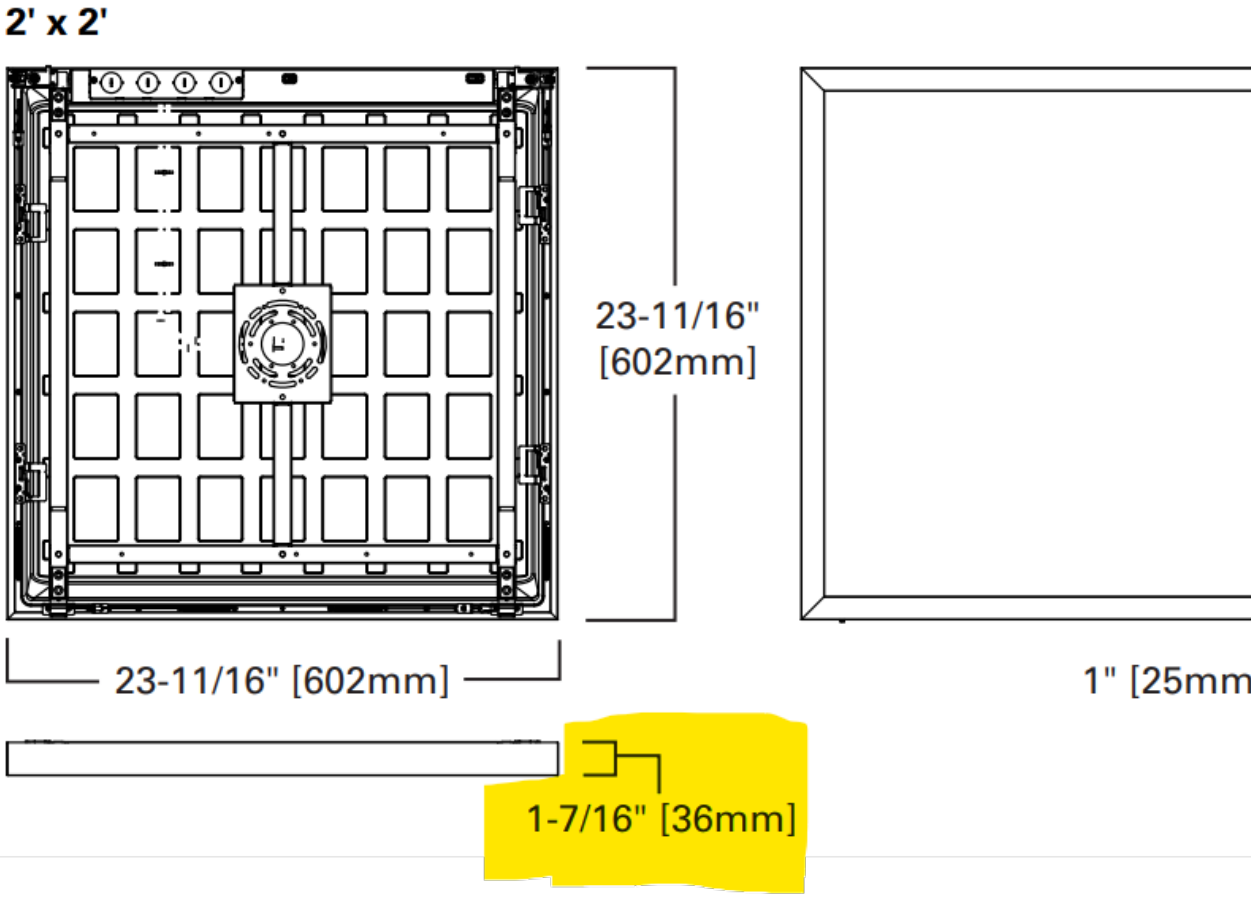
1) We can still use a type "A" 2'x2' fixture with a surface-mount kit.
    a. It would be the same type and quantity of lights, except there would be a surface-mounting kit instead of having recessed fixtures.
    b. The downside to this is that the surface-mount kit is 4.4" in depth (from the ceiling). It looks bulky.

Surface Mount Housing



VOLA-SPEC0223

2) We can provide surface-mount flat panels instead of type “A” lights.
    a. Spec.: https://www.cooperlighting.com/api/assets/v1/file/CLS/content/metalux-mms-multimount-selectable-panel-specsheet/Metalux-MMS-Multi-Mount-Selectable-Panel-spec-sheet.pdf
    b. These would only be around 1.5” in depth from the ceiling, which is more aesthetically pleasing.



Let me know what you think.

Thanks,

Tyler Ball, P.E. | Principal Electrical Engineer
Harpeth Park Engineering, LLC
Office: (615) 814-6001
Direct: (615) 814-6011
Tyler@harpethpark.net

HARPETH PARK
ENGINEERING LLC

From: tlambe@comcast.net <tlambe@comcast.net>
Sent: Tuesday, October 29, 2024 8:54 AM
To: 'Roy Bruce' <rbruce@baronconstructionllc.com>
Cc: 'Annie Flanagin' <aflanagin@baronconstructionllc.com>; 'Gary Lide' <glide@lavergnetn.gov>; 'JB Nease' <jbnease@baronconstructionllc.com>; com-inbound-city-of-la-vergne-public-works--community-developm@procoretech.com; Tyler Ball <tyler@harpethpark.engineering>
Subject: RE: La Vergne PW - Rated Ceilings at Stairs, Elevator

Tyler,

See email string immediately below....can you please address Roy's question?

We are talking about the lighting in the 1-hour rated ceilings at the mechanical rooms (*C116, E201, E204, and E205*) and *all 3 stairwells*. If I'm not mistaken, we were doing lay-in acoustic ceilings below the rated ceiling at the *stairwells* so they wouldn't need to be rated for 1-hour. On the mechanical rooms, we have hard ceilings at around 12' AFF for the 3 rooms upstairs, and exposed floor/ceiling in the downstairs mech room.

Thanks!
Tim

From: Roy Bruce <rbruce@baronconstructionllc.com>
Sent: Tuesday, October 29, 2024 8:24 AM
To: tlambe@comcast.net
Cc: Annie Flanagin <aflanagin@baronconstructionllc.com>; 'Gary Lide' <glide@lavergnetn.gov>; JB Nease <jbnease@baronconstructionllc.com>; com-inbound-city-of-la-vergne-public-works--community-developm@procoretech.com
Subject: RE: La Vergne PW - Rated Ceilings at Stairs, Elevator

Tim,

Due to accessibility (or lack thereof) we are proceeding with the three layers of drywall.

However this raises another question – the lights that are spec'd for those areas. Can you advise how we should handle the light fixtures at the rated ceilings? Do we need to change to a surface mounted option?

Thank you,
Roy

Please note our mailing address has changed:
Baron Construction, LLC
P.O. Box 264
Brentwood, TN 37024

Roy Bruce
Project Manager
Baron Construction, LLC
Temporary Address:
101 Westpark Dr, Ste 320
Brentwood, TN 37027
Mobile: 629.214.5690
Office: 615.690.7770 ext. 1008
rbruce@baronconstructionllc.com
www.baronconstructionllc.com

From: tlambe@comcast.net <tlambe@comcast.net>
Sent: Monday, October 28, 2024 12:56 PM
To: Roy Bruce <rbruce@baronconstructionllc.com>
Cc: Annie Flanagin <aflanagin@baronconstructionllc.com>; 'Gary Lide' <glide@lavergnetn.gov>; JB Nease <jbnease@baronconstructionllc.com>; com-inbound-city-of-la-vergne-public-works--community-developm@procoretech.com
Subject: RE: La Vergne PW - Rated Ceilings at Stairs, Elevator

Roy,

All are 1-hour rated.

For installations non-accessible from the top of the enclosure, you can use UL design I504 which would allow up to 8" metal joists at 16" o/c (for up to 14' spans) with three layers of 5/8" Type X (Gold Bond® XP® Fire-Shield®) gypsum board on the underside of the framing.

Or

For installations where the top of the enclosure is accessible, you could use UL design U465 which utilizes 3-5/8" studs at 16" o/c (which would need to be upgraded to 8" studs due to spans) with 1 layer 5/8" Type 'X' gyp board each side.

Hope this helps.
Tim

From: Roy Bruce <rbruce@baronconstructionllc.com>
Sent: Monday, October 28, 2024 10:12 AM
To: tlambe@comcast.net
Cc: Annie Flanagin <aflanagin@baronconstructionllc.com>; Gary Lide <glide@lavergnetn.gov>; JB Nease <jbnease@baronconstructionllc.com>; com-inbound-city-of-la-vergne-public-works--community-developm@procoretech.com
Subject: La Vergne PW - Rated Ceilings at Stairs, Elevator

Tim,

Just to confirm, what rated assembly do the ceilings at the stairs and elevator need?

Thank you,
Roy

Please note our mailing address has changed:
Baron Construction, LLC
P.O. Box 264
Brentwood, TN 37024

Roy Bruce
Project Manager
Baron Construction, LLC
Temporary Address:

101 Westpark Dr, Ste 320
Brentwood, TN 37027
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www.baronconstructionllc.com

BARON
CONSTRUCTION

2305 La Vergne Public Works &CDSF
La Vergne, TN

RFC 54

Water Heater Circuits. Instantaneous Water Heater in Break Room C118 had no circuit shown on drawings and had to be added. WH2 at Janitor Closet C128 had 30amp circuit installed per plans but required 50amp

1/16/2025

COST CATEGORY/ITEM	UNIT PRICE	QUANTITY	TOTALS	NOTES
Water Heater Circuits				
Instantaneous Water Heater at Break Room C118	$ 2,640.65	1.00	$ 2,640.65	Add circuit for the instantaneous water heater at Break Room C118 by the dish washer, which was not shown on electrical drawings and required a circuit be provided
Upgrade Water Heater Circuit at Janitor Closet C128	$ 1,900.00	1.00	$ 1,900.00	Provided 30amp circuit per drawings, water heater required 50amp which required upgrading feeders, wire, breaker
SUBTOTAL			**$ 4,540.65**	

Subtotal	$	4,540.65	
Indirect	$	181.63	4%
Fee	$	283.34	6%
TOTAL	**$**	**5,005.61**	

Industrial / Commercial Wiring

PROPOSAL

A & S Electric, Inc.
80 Cleveland Street
Nashville, TN 37207
615 – 244- 9560 Fax 254 - 4618

State Lic. #20026
Expires: 5/31/2024.
Classification: E, CE
Limit: UNLIMITED
Metro Lic. #415
Murfreesboro Lic.#0165

DATE: **December 13, 2024**

ATTN: **Baron Construction**

RE: **La Vergne Public Works**
1500 E Nir Shreibman Blvd.
La Vergne, TN

Dear Roy Bruce,

We appreciate the opportunity to provide the following quotation for the above referenced project. Our proposal is based upon the updated E302, E303 and E707 based on RCF-1 provided on 10/1/2024.

Add Instahot in Break Room Total Sum: $2,640.65

PROJECT MANAGER'S SPECIFICATIONS:

- All light fixtures located in a drop ceiling are to have a minimum of (2) wire per fixture installed by the ceiling contractor.
- The above total sum has been calculated and the time schedule agreed upon based upon the current prices and availability of materials and labor, considering anticipated impacts from the COVID-19 pandemic, and any governmental action, disruptions in the supply of labor or materials or other impacts related thereto and that A&S Electric has taken or will take all reasonable measures to protect against excessive price increases and delays, such as early purchasing of materials where appropriate and feasible. A&S Electric shall not be responsible for any additional cost associated with changes in the aforementioned conditions, as they our out of our control. A&S Electric shall advise the contractor when conditions change and impacts our contract price.

EXCLUSIONS:

1. EXCLUDE: The repair of existing code deficiencies (if any) is not included in the above total sum quotation.
2. EXCLUDE: Main Switchboard, Generator/ Transformer / electrical equipment pads.
3. EXCLUDE: Any Utility Charges.
4. EXCLUDE: Parking (to be provided by GC)
5. EXCLUDE: Concrete Encasement
6. EXCLUDE: Painting of any kind
7. EXCLUDE: Gravel (included for primary & secondary power only)
8. EXCLUDE: Rock Excavation
9. EXCLUDE: Furnishing big ass fans and controls
10. EXCLUDE: Work from C section to road SE corner shown on E101. (no information provided)
11. EXCLUDE: J hooks, phone/data/tv/camera parts, wiring, and/or terminations.
12. EXCLUDE: All Pads on site shown on site print.
13. EXCLUDE: F/A PIV Connection, Conduit, and/or Termination.
14. EXCLUDE: Fuel Tank Work
15. EXCLUDE: Wage work
16. EXCLUDE: Seismic
17. EXCLUDE: Background check
18. EXCLUDE: X-Ray of Floors
19. EXCLUDE: Pole bases.
20. EXCLUDE: Hauling off of spoils.
21. EXCLUDE: Backfill of any kind. (gravel backfill in primary included in above total sum)
22. EXCLUDE: Cutting of concrete / asphalt.
23. EXCLUDE: Forming / furnishing of concrete.
24. EXCLUDE: Patching of any kind. (concrete / asphalt/ walls / ceilings / roof / etc.)
25. EXCLUDE: Furnishing/Installation of any low voltage cabling. (unless add alt is taken)
26. EXCLUDE: Any type of bonds.
27. EXCLUDE: Dumpster Fees.
28. EXCLUDE: Engineered stamped drawings / BIM
29. EXCLUDE: Surveying.

TERMS AND CONDITIONS:

Our quotation is valid for thirty (30) days from date of receipt.
Upon acceptance of our quotation, the following terms and conditions will apply:

- Amounts billed will be due within thirty (30) days of invoice.
- Project will be billed on a percentage-of-completion basis.
- All work is to be completed during A & S Electric's normal working hours which are Monday through Friday, 7:00a.m. to 3:30p.m. unless agreed upon in writing.
- The handling or disposal of contaminated or hazardous material is not included in the above quotation.

- Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and buyer shall not be entitled to any damages resulting thereof.

Thank you for considering A & S Electric Inc., for your electrical requirements. Please contact our office if you have any questions or comments concerning the above proposal.

Sincerely,

80 Cleveland Street Nashville, TN 37207 * Phone: (615) 244-9560 * Fax: 254-4618

WE PROPOSE to furnish labor and material --- complete in accordance with above specifications, and subject to conditions found on both sides of this agreement, for the sum of:
Payment to be made as follows: _____

_____

ACCEPTED. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Respectfully Submitted,

Payment will be made as outlined above.

A & S ELECTRIC, INC.

Date of Acceptance _____

By _____

By: Shaun Smith

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

By _____

Shaun Smith

Project Manager

80 Cleveland Street Nashville, TN 37207 * Phone: (615) 244-9560 * Fax: 254-4618

Industrial / Commercial Wiring

PROPOSAL

A & S Electric, Inc.
80 Cleveland Street
Nashville, TN 37207
615 – 244- 9560 Fax 254 - 4618

State Lic. #20026
Expires: 5/31/2024.
Classification: E, CE
Limit: UNLIMITED
Metro Lic. #415
Murfreesboro Lic.#0165

DATE: **January 6, 2025**

ATTN: **Baron Construction**

RE: **La Vergne Public Works**
1500 E Nir Shreibman Blvd.
La Vergne, TN

Dear Roy Bruce,

We appreciate the opportunity to provide the following quotation for the above referenced project. Our proposal is based upon the updated E302, E303 and E707 based on RCF-1 provided on 10/1/2024.

Upgrade Hot Water Heater Feeders, Wire, Breaker Total Sum: $1,900.00

PROJECT MANAGER'S SPECIFICATIONS:

- All light fixtures located in a drop ceiling are to have a minimum of (2) wire per fixture installed by the ceiling contractor.
- The above total sum has been calculated and the time schedule agreed upon based upon the current prices and availability of materials and labor, considering anticipated impacts from the COVID-19 pandemic, and any governmental action, disruptions in the supply of labor or materials or other impacts related thereto and that A&S Electric has taken or will take all reasonable measures to protect against excessive price increases and delays, such as early purchasing of materials where appropriate and feasible. A&S Electric shall not be responsible for any additional cost associated with changes in the aforementioned conditions, as they our out of our control. A&S Electric shall advise the contractor when conditions change and impacts our contract price.

EXCLUSIONS:

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2. EXCLUDE: Main Switchboard, Generator/ Transformer / electrical equipment pads.
3. EXCLUDE: Any Utility Charges.
4. EXCLUDE: Parking (to be provided by GC)
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6. EXCLUDE: Painting of any kind
7. EXCLUDE: Gravel (included for primary & secondary power only)
8. EXCLUDE: Rock Excavation
9. EXCLUDE: Furnishing big ass fans and controls
10. EXCLUDE: Work from C section to road SE corner shown on E101. (no information provided)
11. EXCLUDE: J hooks, phone/data/tv/camera parts, wiring, and/or terminations.
12. EXCLUDE: All Pads on site shown on site print.
13. EXCLUDE: F/A PIV Connection, Conduit, and/or Termination.
14. EXCLUDE: Fuel Tank Work
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- Project will be billed on a percentage-of-completion basis.
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Payment to be made as follows: _____

_____

ACCEPTED. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Respectfully Submitted,

Payment will be made as outlined above.

A & S ELECTRIC, INC.

Date of Acceptance _____

By _____

By: Shaun Smith

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

By _____

Shaun Smith

Project Manager

80 Cleveland Street Nashville, TN 37207 * Phone: (615) 244-9560 * Fax: 254-4618

Roy Bruce

From: Roy Bruce
Sent: Monday, November 11, 2024 11:01 AM
To: tlambe@comcast.net
Cc: tyler@harpethpark.engineering; chris@harpethpark.engineering; Annie Flanagin; JB Nease; Jim Hunter; com-inbound-city-of-la-vergne-public-works--community-developm@procoretech.com
Subject: La Vergne Public Works - Dishwasher / water heater in breakroom C118

Tim,

There is an instantaneous water heater shown on plumbing drawings but not on electrical, at breakroom C118 by the dishwasher. So as it stands right now, there is not a circuit for that water heater. Can you please confirm how we are to proceed? The plumbing drawings only show a cold water feed to the room, but the electrical does not show anything for a water heater.

This will be critical, our casework guy is mobilizing to start on site tomorrow.

Thank you,
Roy

Please note our mailing address has changed:
Baron Construction, LLC
P.O. Box 264
Brentwood, TN 37024

Roy Bruce
Project Manager
Baron Construction, LLC
Temporary Address:
101 Westpark Dr, Ste 320
Brentwood, TN 37027
Mobile: 629.214.5690
Office: 615.690.7770 ext. 1008
rbruce@baronconstructionllc.com
www.baronconstructionllc.com

ITEM REPORT

Board of Mayor and Aldermen

Date: April 2, 2026

Item #: 5.K.	Approve Change Order #4 with CTI for the Upper Chaney Woods Interceptor Sewer Project – Final Change Order.		
Department:	Engineering	**Presented By:**	Kyle Brown
Item Attachments:	1. Change Order #4 Upper Chaney Woods Interceptor Sewer – Final Change Order		

Purpose:
This is to approve the change order from CTI for the Upper Chaney Woods Interceptor Sewer Line project.

Background:
This project is for 6,800 linear feet of 21-inch and 3,200 linear feet of 18-inch gravity sewer, with manholes, incidentals, and appurtenances including highway and railroad crossings.

Financial Summary:
The original contract price for this project is $5,896,082.00. The contract price will be decreased by $54,744.64. The new contract price, including the change order will be $5,894,466.68. The contract time will be increased by 188 calendar days. The new completion date is expected to be December 18, 2025.

Staff Recommendation:
Staff recommends approval.

CTIENGINEERS

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

VIA EMAIL

March 20, 2026

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

Subject: City of La Vergne, Tennessee
Upper Chaney Woods Improvements
Change Order Four
CTI Project N18003

Dear Mr. Richardson:

Enclosed for consideration and execution, if acceptable, by the City of La Vergne is Change Order Four (4) for the subject project. The change order increases the contract time by 188 days to be substantially completed by December 18, 2025. This change order is a final adjustment of the quantities and changing the quantities and items for the Fergus Road and Old Nashville Highway open cut installation in lieu of boring due to the unsuitable material encountered. It also decreases the project bid by $54,744.64. Please see attachments.

If the City concurs in this change order, please sign, date, and return it to me. If you have any comments or questions, please do not hesitate to call.

Sincerely,

John W. Gahring, Jr., P.E.
Vice President

c: Mr. Kyle Brown, PE, Assistant City Administrator
Mr. Scott Tatalovich, Utilities Engineer
Mr. Michael Dietz, Public Works Director
Mr. David Eatherly, Isinguard Construction Group, Inc.
Mr. John W Gahring, Jr. P.E., BCEE, CTI Engineers

M:CTI:18003/Correspondence/Bruce Richardson Change Order Four (4)

SECTION 00 63 63
CHANGE ORDER

Order No. 4

Date: _____

Agreement Date: _____

NAME OF PROJECT : Upper Chaney Woods Interceptor Sewer (Segments 4 and 3)

OWNER: City of La Vergne

CONTRACTOR: Mofield Brothers Construction Co., Inc

The following changes are hereby made to the Contract Documents:

Change to Contract Price

Original Contract Price	$ 5,896,082.00
Current Contract Price adjusted by previous Change Order	$ 5,949,211.32
The Contract Price due to this Change Order will be	
~~increased~~/decreased-by:	$ 54,744.64
The new Contract Price including this Change Order will be	$ 5,894,466.68

Change to Contract Time

The Contract Time will be increased/decreased by 188 calendar days.
The date for completion of all work will be December 18, 2025 (date).

Justification

This change order is a final adjustment of quantities and changing the quantities and items for the Fergus Road and Old Nashville Highway open cut installation in lieu of boring due to the unsuitable material encountered.

Approvals Required

To be effective this Order must be approved by the Owner if it changes the scope or objective of the Project, or as may otherwise be required by the Supplemental General Conditions.

Accepted by: _____ (Contractor)

Recommended by: _____ (Engineer)

Ordered by: _____ (Owner)

Item		Bid Quantity After Previous CO2	Unit Price	Quantity Change	New Totals	Amount of Change	New total Item Price	Reason for change
Bid Item No.	Description							
1	21" PVC Gravity Sewer	4903.94	$ 358.00	702	5605.94	$ 251,316.00	$ 2,006,926.52	Used 21" PVC where possible instead of 24" DI. A decimal rounding error in CO1 (4495.94 instead of 4496) resulted in a short of $21.48
2	18" PVC Gravity Sewer	2551	$ 336.00		2551	$ -	$ 857,136.00	
3	8" PVC Gravity Sewer	80	$ 210.00		80	$ -	$ 16,800.00	
4	24" DIP Gravity Sewer	2030	$ 326.00	-360	1670	$ (117,360.00)	$ 544,420.00	See item 1
5	18" DIP Gravity Sewer	640	$ 308.00		640	$ -	$ 197,120.00	
6	4" PVC Gravity Sewer	620	$ 38.00	148	768	$ 5,624.00	$ 29,184.00	Additional Service pipe needed to make connections
7	4" Cleanout with Traffic Box	2	$ 855.00		2	$ -	$ 1,710.00	
8	4" Cleanout with Non-Traffic Box	49	$ 310.00		49	$ -	$ 15,190.00	
9	Manhole with Frame and Casting	56	$ 5,435.00	-8	48	$ (43,480.00)	$ 260,880.00	Change in plans
10	Extra for Watertight Frame and Casting	49	$ 738.00	1	50	$ 738.00	$ 36,900.00	
11	Clay or Concrete Cut-off	53	$ 820.00		53	$ -	$ 43,460.00	
12	Connect to Existing Gravity Sewer	15	$ 553.00	1	16	$ 553.00	$ 8,848.00	Extra Line found. Not shown on plans
13	Connect to Existing Service Line	48	$ 364.00	2	50	$ 728.00	$ 18,200.00	Extra Line found not shown on plans
14	New Service Connections to Pipe	47	$ 2,922.00	2	49	$ 5,844.00	$ 143,178.00	Extra Line found not shown on plans
15	New Service Connections to Manhole	2	$ 2,022.00		2	$ -	$ 4,044.00	
16	Existing Gravity Sewer Connection to Manhole	15	$ 878.00	1	16	$ 878.00	$ 14,048.00	
17	Bore and Jack 36" Steel Casing Pipe (0.0250" WT) Fergus Road	70	$ 1,975.00	-35	35	$ (69,125.00)	$ 69,125.00	Only 1/2 of road was bored
18	Bore and Jack 36" Steel Casing Pipe (0.0250" WT) Murfreesboro Road	155	$ 2,775.00		155	$ -	$ 430,125.00	
19	Bore and Jack 36" Steel Casing Pipe (.0532" WT) CSX Railroad	0	$ 3,002.00		0	$ -	$ -	
20	Bore and Jack 24" Steel Casing Pipe (.250" WT) Old Nashville Highway	70	$ 1,425.00	-70	0	$ (99,750.00)	$ -	Road was open cut and installed at night
21	Trench Width Pavement Replacement (Type 1)	200	$ 163.00	-10	190	$ (1,630.00)	$ 30,970.00	Not needed. The wrong unit price was use to calculate additioanl 50lf in CO2, $98 instead of $163
22	Street Width Pavement Replacement (Type 1)	270	$ 241.00		270	$ -	$ 65,070.00	
23	Trench Width Gravel Surface Replacement (6" Minimum)	450	$ 45.00		450	$ -	$ 20,250.00	
24	Manhole Drop Connection	2	$ 5,203.00		2	$ -	$ 10,406.00	
25	Creek Crossing	28	$ 12,750.00		28	$ -	$ 357,000.00	
26	Replace 18" RCP Drain	45	$ 438.00		45	$ -	$ 19,710.00	
27	Replace 24" RCP Drain	10	$ 512.00		10	$ -	$ 5,120.00	
28	Replace 10" PVC Pipe	20	$ 147.00		20	$ -	$ 2,940.00	
29	Seeding and Mulching	9452.778	$ 9.00	215	9668	$ 1,935.00	$ 87,010.00	A decimal rounding error (52.77801 instead of 53) in CO2 resulted in a short of $2 52.77801
30	Siltation and Erosion Control	1	$ 106,100.00		1	$ -	$ 106,100.00	
31	Sewer Flow Control	1	$ 46,300.00		1		$ 46,300.00	
32	Install 24" HTPE Pipe in existing casing(32" OD)	185	$ 368.00		185	$ -	$ 68,080.00	
33	Vent Pipe Installation and Material	13	$ 8,965.00		13	$ -	$ 116,545.00	
34	Core Drilling and Connection of Force Main	4	$ 3,550.00		4	$ -	$ 14,200.00	
35	Concrete Barrier Wall Rental	1	$ 7,540.00		1	$ -	$ 7,540.00	
36	Hydro Vac location of lines	1	$ 14,050.00		1	$ -	$ 14,050.00	
37	Digging of first Bore Pit	1	$ 16,200.00		1	$ -	$ 16,200.00	
38	Manhole Drop Connection	1	$ 3,410.00		1	$ -	$ 3,410.00	
39	16" Valve	1	$ 4,870.00	-1	0	$ (4,870.00)	$ -	Removed From Contract
40	16" Force Main Relocation	155	$ 225.00	-155	0	$ (34,875.00)	$ -	Removed From Contract
41	Core of Wetwell Wall to New Pipe Diameter	1	$ 4,670.00	-1	0	$ (4,670.00)	$ -	Removed From Contract
42	Removeal and installation of Sluice Gates	1	$ 53,760.00	-1	0	$ (53,760.00)	$ -	Removed From Contract
43	Existing 12" Gravity Sewer Connection to New Manhole	1	$ 1,080.00		1	$ -	$ 1,080.00	
44	Existing 10" Gravity Sewer Connection to New Manhole	1	$ 890.00	-1	0	$ (890.00)	$ -	Removed From Contract
45	72" Manhole with Frame and Casting	1	$ 15,943.00	-1	0	$ (15,943.00)	$ -	Removed From Contract
46	60" Manhole with Frame and Casting	2	$ 8,474.40		2	$ -	$ 16,948.80	
47	24" PVC Gravity Sewer	150	$ 375.00	-150	0	$ (56,250.00)	$ -	Removed From Contract
48	12" PVC Gravity Sewer	40	$ 226.00	-27	13	$ (6,102.00)	$ 2,938.00	Not Needed
49	10" Gravity Sewer	10	$ 221.00	-10	0	$ (2,210.00)	$ -	Removed From Contract
50	Concrete parking lot replacement CY	0	$ 345.00	160	160	$ 55,200.00	$ 55,200.00	Changes in design
51	Parking lot asphalt replacment SY	0	$ 192.00	287	287	$ 55,104.00	$ 55,104.00	Changes in design
52	Holding or moving force main to make installation	0	$ 8,500.00	1	1	$ 8,500.00	$ 8,500.00	Forcemain was directly over pipe and had to be moved and or suppended during installation.
53	Permits and administrative fees	0	$ 6,110.00	1	1	$ 6,110.00	$ 6,110.00	Needed for CSX rail road crossing
54	Riprap	0	$ 920.00	1	1	$ 920.00	$ 920.00	Required to satisfy CSX
55	Manholes That were purchased but could not be used	0	$ 4,850.00	4	4	$ 19,400.00	$ 19,400.00	Due to Changes in contract
56	21" PVC Gravity Sewer	0	$ 358.00	0.060	0.060	$ 21.48	$ 21.48	A fraction was used in Change Order Number 1 and should not have.
57	Seeding and Mulching	0	$ 9.00	0.222	0.222	$ 2.00	$ 2.00	A fraction was used in Change Order Number 2 and should not have.
58	Trench Width Pavement Replacement (Type 1)	0	$ 65.00	50	50	$ 3,250.00	$ -	Incorrect Unit Price on Change order Number 2
59	Fergus Road Open Cut	0	$ 960.00	35	35	$ 33,600.00	$ 33,600.00	Could not bore due to the shot rock materials under the road.
60	Building of bypass road signage, barriers and removal	0	$ 9,400.00	1	1	$ 9,400.00	$ 9,400.00	Required for maintaining traffic
61	Fergus Road TrenchWidth Pavment Replacement.	0	$ 163.00	25	25	$ 4,075.00	$ 4,075.00	Required for road repair when bore could not be done
62	Road Plates	0	$ 2,500.00	2	2	$ 5,000.00	$ 5,000.00	Required for maintainting traffic
63	Fergus Road Trench Backfill Stone	0	$ 1,680.00	1	1	$ 1,680.00	$ 1,680.00	Required for road repair
64	Extra Labor cost for flagers	0	$ 2,880.00	1	1	$ 2,880.00	$ 2,880.00	Required for maintainting traffic
65	Old Nashville Hwy Open Cut	0	$ 715.00	45	45	$ 32,175.00	$ 32,175.00	Bore could not be done due the soil and rock interface and utiltiy interference
66	Old Nashville Hwy Signage	0	$ 1,350.00	1	1	$ 1,350.00	$ 1,350.00	Required for maintainting traffic
67	Old Nashville Hwy Night Time Cut Lighting, Heater, and Over time	0	$ 1,550.00	1	1	$ 1,550.00	$ 1,550.00	Required for maintainting traffic
68	Old Nashville Hwy Trench Backfill Stone	0	$ 1,210.00	1	1	$ 1,210.00	$ 1,210.00	Required for road repair
69	Old Nashville Hwy Trench Width Pavement Replacement	0	$ 163.00	30	30	$ 4,890.00	$ 4,890.00	Required for road repair when bore could not be done
70	24" DI Credit Back for Stored Materail Payment	0	$ (57,763.12)	0	1	$ (57,763.12)	$ (57,763.12)	Hayes Pipe & Supply Invoice 1008709
					Add	$ (54,744.64)	$ 5,894,466.68	New Contract Price

ITEM REPORT

Board of Mayor and Aldermen

Date: April 2, 2026

Item #: 5.L.	Terminate the Agreement for Engineering Services with CTI Engineers, Inc. for the North Clayton Interceptor Sewer Project.		
Department:	Engineering	**Presented By:**	Gary Lide
Item Attachments:	1. Agreement for Engineering Services - CTI Engineers - North Clayton Estates Interceptor Sewer		

Purpose:
This is a request to terminate the existing agreement with CTI for the North Clayton Interceptor Sewer project.

Background:
The Agreement for Engineering Services with CTI for professional services needed for the design and construction of a replacement for the North Clayton Estates Interceptor Sewer line was approved on January 8, 2026. The agreement included the design phase, bidding phase, construction phase, and surveys, permits, and easements.

Due to the number of active sewer infrastructure projects currently underway, additional engineering support is necessary to ensure timely and effective project delivery. Staff recommends engaging an additional engineering firm to assist with the increased workload.

As part of this effort, staff is requesting to terminate the agreement with CTI for the North Clayton Estates project. CTI is currently committed to several ongoing projects and does not have sufficient capacity to effectively support the North Clayton Estates work at this time.

Financial Summary:
No financial impact to the city to terminate.

Staff Recommendation:
Staff recommends approval.

CTIENGINEERS

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

VIA E-MAIL

December 31, 2025

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

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

Dear Mr. Brown:

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

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

Sincerely,

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

Attachments

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

M:CTI/NP25004/Agreement/La Vergne NCE

AGREEMENT FOR ENGINEERING SERVICES

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

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

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

1. CTI shall provide engineering services for the project as outlined in attached Appendix B, Scope of Services, in accordance with the terms and conditions of this Agreement.

2. The CLIENT shall assume responsibilities relative to the project as outlined in the attached Appendix B, Scope of Services.

3. For the services provided by CTI as outlined in the attached Appendix B, Scope of Services, CTI shall be paid the following fees:

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

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

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

4. Additional services may be performed when authorized in writing by the CLIENT. Compensation for these additional services shall be at salary cost plus 120 percent of salary cost OR the above hourly rates plus 110 percent of direct non-salary expenses.

5. Invoices will be submitted by CTI monthly. For lump sum services, the invoice amount will be based upon the percentage of work completed during the period. For cost-plus or hourly rate services, the invoice amount will be based upon the time and expenses chargeable to the project during the period.

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

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

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

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

ACCEPTED BY CLIENT:

CITY OF LA VERGNE, TENNESSEE

BY Jason Cole

NAME Jason Cole

TITLE Mayor

DATE 1-9-2026
(Insert here and on first line)

ACCEPTED BY CTI:

CONSOLIDATED TECHNOLOGIES, INC.
dba CTI ENGINEERS, INC.

BY

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

TITLE Vice President

DATE 12/31/2025

APPENDIX A
GENERAL CONDITIONS

1. **Standard of Care**. Services performed by CTI under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same or similar locality under similar conditions. CTI makes no warranty or guarantee, either expressed or implied, as part of this Agreement. CTI shall not be liable in the event that erroneous information is supplied by the CLIENT or a responsible third party not under contract to CTI, and CTI in good faith subsequently relies upon and incorporates such information into its documents.

2. **Non-Disclosure**. CTI shall not disclose or permit disclosure of any information designated in writing by the CLIENT as confidential, except to its employees and subcontractors who need such information in order to execute the services under this Agreement.

3. **Opinions of Cost**. Where applicable, statements concerning probable construction cost or cost estimates prepared by CTI represent the judgment of design professionals familiar with the construction industry. It is recognized, however, that neither the CLIENT nor CTI has any control over the cost of labor, materials, or equipment; the contractor's methods of determining bid prices; or competitive bidding or market conditions. Accordingly, CTI cannot and does not guarantee that bids or construction costs will not vary from any statement of probable construction cost or other cost estimate prepared by CTI.

4. **Ownership and Reuse of Documents**. Any calculations, drawings, specifications, manuals, and reports developed pursuant to this Agreement, including files and documents in electronic format, are instruments of service, and CTI shall retain all ownership, copyrights, and intellectual property interests therein. The CLIENT may, at its expense, make copies for information and reference in connection with use and occupancy of the project. However, such documents are not intended to be suitable for reuse by the CLIENT without verification and adaptation by CTI, and any reuse will be at the CLIENT'S sole risk and without liability to CTI.

5. **Electronic Copies of Documents**. CTI shall not be required to provide electronic copies of documents or CADD files unless specifically required by the Scope of Services. Any electronic or CADD file shall be considered a convenience to the CLIENT. Format and layering shall be CTI's standard unless required otherwise by the Scope of Services. In the event of a discrepancy or difference between an electronic or CADD file and a hard copy, the sealed paper copy shall govern. Due to the easily alterable nature of electronic files, CTI makes no warranty, express or implied, with respect to the accuracy, completeness, absence of viruses, or fitness for any particular purpose or use. The CLIENT shall not make modifications to or permit others to make copies of or modifications to electronic copies of documents or CADD files without prior written authorization of CTI.

6. **Insurance**. CTI shall, during the performance of the Agreement, keep in force statutory Workers Compensation Insurance, Comprehensive General Liability, and Automobile Liability Insurance with a combined single limit of $1 million for bodily injury and property damage, and Professional Liability Insurance with an aggregate limit of $2 million.

7. **Limitation of Liability**. In recognition of the relative risks and benefits of the project to the CLIENT and to CTI, the CLIENT agrees to an allocation of risks such that CTI's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any cause or causes shall not exceed $50,000 or two times the amount of CTI's total fees for services rendered on the project, whichever is greater. The CLIENT agrees that CTI's officers, employees, and agents will have no personal liability to the CLIENT for any damages arising out of or relating to this Agreement. It is further agreed that the parties each waive their right to indirect, incidental, special, consequential, or punitive damages.

8. **Suspension, Cancellation, and Termination**. The CLIENT may terminate this Agreement for the CLIENT'S convenience and without cause upon giving CTI not less than 30 calendar days' written notice. Either party may terminate the Agreement immediately upon the other's filing for bankruptcy, insolvency, or assignment to creditors. This Agreement may be terminated by either party for cause upon 30 calendar days' written notice of a substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party; cancellation of the project; suspension of CTI's services for more than 90 calendar days; or material changes in conditions or the nature of the project and failure of the parties to reach agreement on compensation and schedule adjustments necessitated by such changes. During the 30-day period, the party receiving the termination notice shall have the right to cure the failure or submit a plan to cure acceptable to the other party. In the event the Agreement is terminated by either party, CTI shall be compensated for services performed up to the date of termination.

9. **Force Majeure**. If an event or circumstance beyond CTI's reasonable control occurs, including without limitation an act of God, fire, flood, hurricane, wind event, storm, weather disturbance, earthquake, pandemic, disease, epidemic, or other viral or bacterial outbreak, government-ordered shutdown, quarantine or shelter-in-place order, an act or omission of a third party, strike, war, riot, terrorism or threat of terrorism, civil unrest, or any other event or circumstance not within the reasonable control of CTI, whether similar or dissimilar to any of the foregoing, that cause CTI delay or additional expense ("Force Majeure Event"), then CTI is entitled to an equitable adjustment in the contract price or time for performance. If any Force Majeure Event renders CTI's performance impossible or impracticable, CTI has the right to terminate performance under this Agreement consistent with any termination requirements that might exist in this Agreement. Upon occurrence of a Force Majeure Event, CTI will notify the CLIENT within a reasonable time that a Force Majeure Event has occurred and its anticipated impact on CTI's performance, including its expected duration. CTI will use reasonable efforts to mitigate the impact of any Force Majeure Event on CTI's ability to perform under this Agreement.

10. **Non-Payment**. If the CLIENT does not make timely payments on invoices to CTI, CTI may, upon giving 30 calendar days' written notice of its intent to do so, suspend its services or terminate this Agreement by reason of non-performance on the part of the CLIENT. Should an attorney or agency be required for the collection of any payments due under this Agreement, the CLIENT agrees to pay the full cost of collection, including reasonable attorney's or agency's fees, in addition to any other fee or payment due.

11. **Disputes**. All claims, disputes, and other matters in question between the parties relative to this Agreement shall first be submitted

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

12. **Construction Phase Services**. Neither the activities of CTI under this Agreement nor the presence of its employees or agents at the job site shall imply any responsibility for the CLIENT's or construction contractor's methods of work performance, superintendence, supervision, sequencing of construction, or safety on or about the job site. CTI shall not be responsible for the failure of any contractor, subcontractor, or supplier not under contract to CTI to fulfill its responsibilities to the CLIENT or to comply with federal, state, or local laws/regulations/codes. CTI shall not be bound by any provision or obligation contained in the construction contract documents unless specifically included or referenced in the Scope of Services of this Agreement.

13. **Resident Observation.** Where applicable, services under "Resident Observation" or "Resident Project Representation" are provided to help minimize the risk of defects and deficiencies in the work of the construction contractor. Such services will consist of visual observations of the construction work and the equipment and materials used therein to enable CTI to render its professional opinion as to whether the work, in general, is proceeding in accordance with the contract documents. Such observation activities shall not be relied upon by any party as acceptance of the work, nor shall they relieve any party from fulfillment of customary and contractual responsibilities and obligations.

14. **Subsurface Investigations**. For services involving underground investigations and borings, the CLIENT understands that there is a risk that underground conditions may vary between, below, and beyond the actual locations explored. Accordingly, CTI cannot and does not guarantee that underground conditions encountered during construction will not differ from those indicated by the investigation.

15. **Hazardous Materials**. Hazardous materials may exist at a site when there is no reason to believe they could or should be present. The CLIENT agrees that discovery of unanticipated hazardous materials constitutes a changed condition which may be cause for additional compensation. At no time shall the actions of CTI on or off the project site be interpreted to make CTI an owner, operator, generator, transporter, or disposer of hazardous materials. CTI shall notify the CLIENT upon discovery of unanticipated hazardous materials. The CLIENT shall make any disclosures required by law to appropriate regulatory agencies or to the property owner, if the project site is not owned by the CLIENT.

16. **Fees and Taxes**. The CLIENT shall pay any applicable sales taxes, review fee(s), and/or permit fee(s) in the manner and amount required by law.

17. **Expert Witness Services**. CTI's services under this Agreement do not include participation in mediation, litigation, arbitration, or administrative judicial hearings on behalf of the CLIENT. Such services, if required, would be considered additional services subject to additional compensation.

18. **Purchase Orders**. The CLIENT agrees that these conditions supersede any standard terms and conditions contained in a preprinted purchase order issued by the CLIENT in connection with the project.

19. **Assignment and Successors**. Neither party shall assign, transfer, or sublet any rights under or interest in this Agreement without the prior written consent of the other party. This provision shall not prevent CTI from employing independent subconsultants and subcontractors to assist CTI in the performance of its duties. Each party binds itself to the successors, administrators, and assigns of the other party in respect to all covenants of this Agreement. Nothing in this Agreement shall be construed to give any rights, benefits, or causes of action to anyone other than the CLIENT and CTI.

20. **Waiver**. Any failure by CTI to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and CTI may subsequently require strict compliance at any time.

21. **Severability**. Should any provision of this Agreement be later found to be unenforceable for any reason, it shall be deemed void, and all remaining provisions shall continue in full force and effect.

22. **Governing Law**. This Agreement shall be governed by the laws of the State of Tennessee.

23. **Entire Agreement.** This Agreement represents the entire agreement between the CLIENT and CTI and supersedes all prior negotiations, understandings, or agreements, either written or oral, for the project. This Agreement may only be amended or supplemented by a duly executed written instrument. CTI is not obligated to begin services under this Agreement until it receives a fully executed, original copy (not a fax) of the Agreement.

APPENDIX B
SCOPE OF SERVICES

I. SERVICES OF CTI

A. Design Phase Services

1. Prepare detailed design drawings, technical specifications, and contract documents for the project. Project consists of the replacement of Segments 1 and 2 of the North Clayton Estates Interceptor Sewer.

2. Prepare necessary contract documents utilizing CLIENT or CTI standards.

3. Coordinate design activities with CLIENT and appropriate regulatory agencies and prepare necessary review applications.

4. Prepare an opinion of probable construction cost.

5. Provide appropriate number of copies of plans, specifications, and contract documents for review by CLIENT and regulatory agencies. CLIENT will pay any review fees established by State.

B. Bidding Phase Services

1. Assist CLIENT in preparing and placing advertisements or bids in local papers and other media as selected by CLIENT. CLIENT will pay advertising costs.

2. Distribute drawings and bound contract documents and specifications to the contractors for use in bidding the project. Contractors shall be required to pay CTI an appropriate cost for reproduction, shipping, and handling of bid documents.

3. As required, interpret contract documents and issue addenda.

4. Assist CLIENT in collecting and tabulating bids.

5. Analyze bids received and prepare bid tabulation sheet.

6. Make recommendation for award.

7. Assist CLIENT in assembling construction documents for execution.

C. Construction Phase Services

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

2. *Visits to Site and Observation of Construction.* In connection with observations of the work of Contractor while it is in progress:

   a. CTI will make visits to the site at intervals appropriate to the various stages of construction as CTI deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor's work. Based on information obtained during such visits and on such observations, CTI will endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and CTI will keep the CLIENT informed of the progress of the work.

   b. The purpose of CTI's visits to the site will be to enable CTI to better carry out the duties and responsibilities assigned to and undertaken by CTI during the Construction Phase, and, in addition, by exercise of CTI's efforts as an experienced and qualified design professional, to provide for the CLIENT a greater degree of confidence that the completed work of the Contractor will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor. On the other hand, CTI will not, during such visits or as a result of such observations of the Contractor's work in progress, supervise, direct, or have control over the Contractor's work, nor will CTI have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor, for safety precautions and programs incidental to the work of the Contractor or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to the Contractor furnishing and performing the work. Accordingly, CTI can neither guarantee the performance of the construction contracts by Contractor nor assume responsibility for the Contractor's failure to furnish and perform the work in accordance with the Contract Documents.

3. *Defective Work.* During such visits and on the basis of such observations, CTI may disapprove of or reject the Contractor's work while it is in progress if CTI believes that such work will not produce a completed project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the project as reflected in the Contract Documents.

4. *Interpretations and Clarifications.* CTI will issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.

5. *Shop Drawings.* CTI will review (or take other appropriate action in respect to) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples, and other data which the Contractor is required to submit, but only for general conformance with the design concept of the project and compliance with the information given in the Contract Documents. Such reviews or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incidental thereto.

6. *Substitutes.* CTI will evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor, but subject to the provision of Paragraph 2 of "Required Additional Services."

7. *Inspections and Tests.* CTI will have authority, as the CLIENT's representative, to require special inspection or testing of the work and will receive and review all certificates of inspections, testing, and approvals required by laws, rules, regulations, ordinances, codes, orders, or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).

8. *Disputes between CLIENT and Contractor.* CTI will act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of the CLIENT and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. CTI will not be liable for the results of any such interpretations or decisions rendered in good faith.

9. *Applications for Payment.* Based on CTI's on-site observations as an experienced and qualified design professional, on information provided by the CLIENT'S resident project representative and on review of applications for payment and the accompanying data and schedules:

    a. CTI will determine the amounts owing to the Contractor and recommend in writing payments to the Contractor in such amounts. Such recommendations of payment will constitute a representation to the CLIENT, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of CTI's knowledge, information, and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion and to the results of any subsequent tests called for in the Contract Documents). In the case of unit price work, CTI's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).

    b. By recommending any payment, CTI will not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by CTI to check the quality or quantity of the Contractor's work as it is furnished and performed beyond the responsibilities specifically assigned to CTI in this Agreement. CTI's review of the Contractor's work for the purposes of recommending payment will not impose on CTI responsibility to supervise, direct, or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incidental thereto or Contractor compliance with laws, rules, regulations, ordinances, codes, or orders applicable to furnishing and performing the work. It will also not impose responsibility on CTI to make any examination to ascertain how or for what purposes any Contractor

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

10. *Contractor's Completion Documents.* CTI will receive and review maintenance and operating instructions, schedules, guarantees, bonds, and certificates of inspection, tests, and acceptance, which are to be assembled by Contractor in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and acceptance of the results certified indicate compliance with, the Contract Documents); and will transmit them to the CLIENT with written comments.

11. *Inspections.* CTI will conduct a visual inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so CTI may recommend, in writing, final payment to the Contractor and may give written notice to the CLIENT and the Contractor that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in Paragraph 9b above.

12. *Project Meetings.* Attend all project-related meetings and conferences with the CLIENT, Contractor(s), and other applicable parties.

13. *Record Drawings.* Review and correlate the Contractor's as-built records with designer's records. Provide contract record drawings to the CLIENT.

14. *Limitation of Responsibilities.* CTI will not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor's or subcontractor's or supplier's agents or employees or any other persons (except CTI's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor's work; however, nothing contained in Paragraphs 1 through 14, inclusive, will be construed to release CTI from liability for failure to properly perform duties and responsibilities assumed by CTI under this Agreement.

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

1. CTI will provide topographic surveys (by others) of the project site for the purpose of design and construction control. The survey will provide one-foot contour interval on Tennessee State Plane coordinates, property lines, streets and rights-of-way, visible utilities, and benchmarks for use during construction.

2. CTI will prepare permit applications to assist CLIENT in obtaining permits from state, federal, and local authorities for creek crossings, highway crossings, etc. CLIENT will pay any review fees.

3. CTI will prepare easement descriptions and easement drawings for CLIENT's use in acquiring easements.

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

E. **Additional Services Requiring Authorization in Advance**

1. If authorized in writing by the CLIENT, CTI will furnish or obtain from others Additional Services of the types listed in the following paragraphs. These services are not included as part of Basic Services.

2. Start-up services.

3. Preparation of Operation and Maintenance Manuals.

4. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the project.

5. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by the CLIENT.

6. Services resulting from significant changes in the general scope, extent, or character of the project or its design including, but not limited to, changes in size, complexity, CLIENT's schedule, character of construction method or financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes, or orders enacted subsequent to the preparation of such studies, reports, or documents, or are due to any other causes beyond CTI's control.

7. Providing renderings or models for the CLIENT's use.

8. Preparing documents for alternate bids requested by the CLIENT for Contractor's work which is not executed or documents for out-of-sequence work.

9. Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the project; evaluating processes available for licensing and assisting the CLIENT in obtaining process licensing; detailed quantity surveys of material, equipment, and labor; and audits or inventories required in connection with construction performed by the CLIENT.

10. Furnishing services of independent professional associates and consultants for other than Basic Services (which include, but are not limited to, customary civil, structural, mechanical and electrical engineering and

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

11. If CTI's compensation is on the basis of a lump sum or percentage of construction cost or cost-plus method of payment, services resulting from the award of more separate prime contracts for construction, materials, or equipment for the project than are originally contemplated. If CTI's compensation is on the basis of a percentage of construction cost and CTI has been required to prepare Contract Documents on the assumption that more than one prime contract will be awarded for construction, materials, and equipment, but only one prime contract is awarded for construction, materials, and equipment for the project, services attributable to the preparation of contract documentation that were rendered unusable and any revisions or additions to contract documentation necessitated by the award of only one prime contract.

12. Services during out-of-town travel required of CTI other than visits to the site or the CLIENT's office.

13. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.

14. Providing any type of property surveys or related engineering services needed for the transfer of interest in real property and field surveys for purposes of redesign or changes in alignment.

15. Preparing to serve or serving as a consultant or witness for the CLIENT in any litigation, arbitration, mediation, or other legal or administrative proceeding involving the project (except for assistance in consultations which is included as part of Basic Services).

16. Preparation of documentation to assist CLIENT in obtaining variances or exemptions from codes or regulations.

17. Assistance in applying for and obtaining zoning changes and appeals.

18. Additional services in connection with the project, including services which are to be furnished by the CLIENT and services not otherwise provided for in this Scope of Services.

F. **Required Additional Services**

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

2. Services in connection with work directive changes and change orders to reflect changes requested by the CLIENT if the resulting change in

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

3. Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by the Contractor; and services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by the Contractor.

4. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material, equipment, or energy shortages.

5. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, and (4) default by any Contractor.

6. Services (other than Basic Services during the Operational Phase) in connection with any partial utilization of any part of the project by the CLIENT prior to substantial completion.

7. Evaluating an unreasonable or extensive number of claims submitted by the Contractor or others in connection with the work.

II. RESPONSIBILITIES OF CLIENT

The CLIENT will be responsible to:

A. Provide all criteria and full information as to its requirements for the project.

B. Upon identification by CTI and approval by the CLIENT of the necessity and scope of information required, furnish CTI with data, reports, surveys, and other materials and information required for this project, except those included in CTI's scope of services.

C. Acquire all land, easements, and rights-of-way as required for this project.

D. Provide access to the project site and make all provisions for CTI to enter upon public and private lands as required for CTI to perform its services under this Agreement.

E. Examine all studies, reports, sketches, opinions of the construction costs, specifications, drawings, proposals, and other documents presented by CTI to the CLIENT, and render in writing the CLIENT's decisions pertaining thereto within a reasonable time so as not to delay the services of CTI.

F. Give prompt written notice to CTI whenever the CLIENT observes or otherwise becomes aware of any defect in the project.

G. Furnish to CTI, prior to execution of this Agreement, a copy of any design and construction standards the CLIENT shall require CTI to follow in performing its services under this Agreement.

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

III. PERIODS OF SERVICE

A. The provisions of this section and the various rates of compensation for CTI's services provided for elsewhere in this Scope of Services have been agreed to in anticipation of the orderly and continuous progress of the project through completion of the Construction Phase.

B. The construction phase will commence with the execution of the first prime contract to be executed for the work of the project or any part thereof, and will terminate upon written recommendation by CTI of final payment on the last prime contract to be completed.

C. If the CLIENT has requested significant modifications or changes in the general scope, extent, or character of the project, the time of performance of CTI's services will be adjusted equitably.

D. The periods of service under the construction phase are based upon a construction contract time of 365 calendar days. If the Contractor fails to substantially complete the project within the original contract time and the CLIENT desires CTI to extend the construction phase, the lump sum amount for construction phase services provided for elsewhere in this Agreement will be subject to equitable adjustment.

E. If CTI's services during construction of the project are delayed or suspended in whole or in part by the CLIENT for more than one (1) year for reasons beyond CTI's control, the various rates of compensation provided for elsewhere in this Agreement will be subject to equitable adjustment.

F. In the event that the CLIENT authorizes CTI to extend construction phase services beyond the expiration of the original construction contract time, the following conditions shall apply:

1. Compensation for the extended services shall not be conditional upon the CLIENT's collection of liquidated damages from the Contractor.

2. The CLIENT shall indemnify, defend, and hold harmless CTI, its officers, employees, and agents from and against all claims for economic loss by the Contractor initiated in response to the CLIENT's decision to seek liquidated damages from the Contractor for violation of contract time.

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

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

ITEM REPORT

Board of Mayor and Aldermen

Date: April 2, 2026

Item #: 5.M.	Approve Agreement with American Municipal Services Corporation to Provide Account Resolution and Collection Services for Delinquent Court Fines and Fees.		
Department:	City Court	**Presented By:**	Bruce Richardson
Item Attachments:	1. Agreement - AMS - La Vergne City Court		

Purpose:
Approve Agreement with American Municipal Services (AMS) to provide collection services for City Court.

Background:
The attached agreement authorizes the City of La Vergne to partner with American Municipal Services Corporation (AMS) to provide account resolution and collection services for delinquent court fines and fees. AMS will act as the City's third-party collection agency to improve recovery of outstanding balances while reducing administrative workload on City staff.

The City currently carries delinquent court fines and fees that require additional resources to collect. AMS specializes in municipal collections and will utilize industry-standard methods, including skip tracing, payment outreach, and follow-up communication, to recover these funds in compliance with applicable laws and City guidelines.

Key components of the agreement include:

- AMS serves as the City's authorized collection agent for city court, while all accounts remain the property of the City.
- The City will refer delinquent accounts electronically, and AMS will act as the primary third-party collection provider during the contract term.
- AMS provides daily payment reporting, monthly summaries, and real-time access through an online portal.
- The agreement is ongoing year-to-year and may be terminated by either party with 60 days' notice.

Financial Summary:

- AMS will be compensated through a 35% collection fee on amounts collected.
- This fee will be passed on to the defendant/account holder, minimizing financial impact to the city because the city will receive the full amount of fines or fees.
- AMS covers all operational and collection-related expenses, including payment processing fees.

Staff Recommendation:
Staff recommends approval.

COLLECTION SERVICES AGREEMENT
(Court)

This Collection Services Agreement (this "**Agreement**") is entered into by and between **American Municipal Services Corporation** ("**AMS**") and the **City of La Vergne, TN** ("**Client**") as of _____ (the "**Effective Date**"). AMS and Client may be referred to individually as a "**Party**" and collectively as the "**Parties.**"

Article 1. Purpose and Scope of Services.

AMS shall provide account resolution and collection services for delinquent court fines and fees and other such delinquent receivables as Client may from time to time refer to AMS (collectively, "**Delinquent Balances**"). Such services include using commercially reasonable efforts to locate current or most recent available contact information, send notices, follow up on payment commitments, and otherwise communicate as necessary to resolve such balances, in each case in accordance with Client guidelines and applicable law.

Article 2. Relationship and Authority.

Client authorizes AMS, as its authorized agent during the term of this Agreement, to collect Delinquent Balances referred to AMS. Nothing herein shall be deemed to transfer ownership of any Delinquent Balance, which shall at all times remain the property of Client.

Article 3. Referral and Withdrawal.

Client shall refer Delinquent Balances to AMS electronically in a mutually agreed format and frequency to promote accuracy and compliance. Upon referral, AMS shall act as Client's primary third-party collection provider for Delinquent Balances of the types serviced under this Agreement, and Client shall not concurrently engage another third-party collection agency for such Delinquent Balances during the term of this Agreement. All Delinquent Balances shall remain the property of Client and may be withdrawn by Client at any time. Client shall provide accurate and complete information reasonably necessary to support collection activity. AMS may decline or discontinue collection of any Delinquent Balance reasonably determines to be uncollectible or time-barred, with no further obligation with respect to such balance.

Article 4. Payments.

AMS may accept payments on referred Delinquent Balances and shall process such payments through a client trust account administered by AMS. AMS may accept payments by credit card, debit card, bank draft, check, money order, or other electronic means. Client shall not be responsible for any payment processing or transaction fees. Payments received directly by Client on referred Delinquent Balances shall remain subject to the collection fee set forth herein.

Article 5. Reporting.

AMS shall provide Client with daily payment reports and a monthly summary report included with the monthly invoice. Upon Client's request, AMS may also provide real-time payment notifications for individual transactions. Customized or specialized reports may be provided upon request. Client shall have access to real-time reporting and account information through the AMS client portal.

Article 6. Client Responsibilities.

Client shall cooperate in good faith with AMS, including by (a) providing payment and adjustment updates monthly or as such activity occurs; (b) providing documentation reasonably necessary for dispute resolution or balance verification within fifteen (15) days of request; and (c) providing prompt notice of any bankruptcy filing or attorney representation relating to referred Delinquent Balances.

Article 7. Fees, Invoicing, and Expenses.

7.1 Collection Fees. Client shall pay AMS a collection fee equal to **thirty-five percent (35%)** of all amounts collected on Delinquent Balances referred to AMS, regardless of whether such payments are received by AMS or directly by Client. To the extent permitted by applicable law, such collection fee may be added to the amount owed by defendant or account holder.

7.2 Fee Waiver for Non-Monetary Resolution. AMS shall waive its collection fee for any Delinquent Balance resolved without monetary payment, including resolution through time served or community service.

7.3 Invoicing and Remittance. AMS shall issue a monthly invoice for the immediately preceding calendar month reflecting all payments received during such period, whether received by AMS or directly by Client.

- If Client provides payment updates as activity occurs or Client does not accept payments, AMS shall remit amounts due to Client by check or ACH on or before the twentieth (20th) day of the following month.
- If Client accepts payments and provides payment reporting monthly, invoicing and remittance shall occur within twenty (20) days following AMS's receipt of such reporting.

Unless otherwise agreed in writing by the Parties, AMS may retain its collection fee from amounts collected.

7.4 Expenses. AMS shall bear all out-of-pocket expenses incurred in performing the services under this Agreement.

Article 8. Term and Reconciliation.

This Agreement shall continue on a year-to-year basis unless terminated by either Party upon sixty (60) days' prior written notice. AMS shall be entitled to compensation for services performed through the effective date of termination. The Parties may periodically reconcile Delinquent Balances to confirm accuracy and shall provide documentation reasonably necessary to complete such reconciliation. Any discrepancies identified shall be jointly reviewed and corrected within thirty (30) days following notice.

Article 9. General Provisions.

9.1 Confidentiality. Each Party shall maintain the confidentiality of all nonpublic information received in connection with this Agreement, whether or not marked as confidential, except as necessary to perform this Agreement or as required by law. This obligation shall survive termination of this Agreement.

9.2 Indemnification. AMS shall indemnify and hold harmless Client from third-party claims arising directly from AMS's negligence or willful misconduct in performing this Agreement.

9.3 Entire Agreement and Amendments. This Agreement constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous agreements or understandings. This Agreement may be amended only by a written instrument executed by both

Parties. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of such provision or of any other provision.

9.4 Notices. All notices shall be in writing delivered by personal delivery, certified or registered mail, overnight courier, or email with confirmation of receipt, to the addresses set forth on the signature page or as otherwise designated by written notice.

9.5 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives, effective as of the Effective Date.

AMERICAN MUNICIPAL SERVICES CORPORATION	**CITY OF LA VERGNE, TN**
By:	By:
Name: Joy Veghelyi	Name:
Title: Controller	Title:
Date:	Date:
Address: PO Box 118312, Carrollton, TX 75011	Address:

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At AMS, we help cities, counties, and states recover delinquent fines and fees, so communities can thrive. Since 1994, we've specialized in municipal collections, giving us a unique understanding of local government needs. Our proven, reliable service is tailored to each client, delivering results with integrity. Partner with AMS and gain a team dedicated to your success.

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Utilities

Emergency Medical Services

Why Choose AMS?

- **Faster Recovery**: Our clients experience quicker results and better support from day one.
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- **Real Support**: Every client gets a dedicated client success team.
  Quality Assurance: All calls, emails, & communications are recorded.
- **Reach the Right People**: Advanced skip tracing helps us locate & contact the right individuals.
- **Customer Satisfaction**: We're committed to providing exceptional service to your team and residents.

Testimonials

"Our revenue has tripled over the last year thanks to your efforts. Those numbers are reinforcement that we made the right decision to go with AMS."
– City Manager, TN

"So easy to work with, very friendly, and have collected on many cases that I never thought we would see a dime on."
– Court Clerk, TN

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ITEM REPORT

Board of Mayor and Aldermen

Date: April 2, 2026

Item #: 5.N.	Ratify Approval of a Quote from Motorola Solutions for Police Department Flex Records Services.		
Department:	Information Technology	**Presented By:**	Glenn Green
Item Attachments:	1. Quote - FLEX Server Recovery		

Purpose:
This item is to ratify the quote from Motorola Solutions professional service.

Background:
This item is to ratify the quote from Motorola Solutions professional and onsite services related to the Police Department Flex CAD/RMS system. The services will include inspection, reactivation, and recovery services of the various databases and subsystems that make up the Flex environment.

Financial Summary:
The cost of this service is $20,108.60. This is an emergency purchase and not a budgeted item.

Staff Recommendation:
Staff recommends approval.

Billing Address:
La Vergne PD
5093 MURFREESBORO RD
LA VERGNE, TN 37086
US

Quote Date:02/21/2026
Expiration Date:04/22/2026
Quote Created By:
Christopher Leonard
Account Sales Executive
Chris.Leonard@
motorolasolutions.com
615-947-8390

End Customer:
LAVERGNE POLICE DEPT
Erin Speck
especk@lavergnetn.gov
615-757-2212

Payment Terms:30 NET

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty
	Flex New		
1	ISV00S01856A	FLEX RECORDS DELIVERY SERVICES	1
2	PSV00S02533A-SP	FLEX SOLUTIONS II DELIVERY SERVICE	1

Grand Total $20,108.60(USD)

Notes:

- This quote contains items with approved price exceptions applied against them.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

The Customer's signature below constitutes its agreement to purchase the licenses, products and/or services according to the terms quoted by Motorola Solutions within this document. This document shall serve as an addendum to the Purchase Agreement previously entered into between the Customer and Motorola Solutions. The terms and conditions of the Purchase Agreement, as well as the related License Agreement and Support Agreement, shall apply to the items quoted herein.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Online Terms Acknowledgement

This Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Online Terms Acknowledgement. The Parties acknowledge and agree that the applicable terms (Motorola Solutions Customer Agreement) incorporated in and form part of the Parties' agreement as it relates to any Products or Services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

2. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements, and supersedes any contrary terms as it relates Customer's purchase of products and services. This Acknowledgement and referenced terms constitutes the entire agreement of the Parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

3. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.

4. Upon signature, Customer authorizes Motorola to proceed with all deliverables of this order for an order value of _____.

5. Purchase Order Requirements (Customer check one only)

__Purchase Order is issued and attached.

_No Purchase Order is required. Customer affirms that this ordering document is the only notice to proceed required, no further purchase orders will be issues against this order, and that funding has been encumbered for this order in its entirety.

6. Ship to, bill to and Ultimate Destination addresses are provided on the quote , attached to this letter or included on the Purchase Order.

The Parties hereby enter into this Acknowledgement as of the last signature date below.

Motorola Solutions, Inc.	Customer
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Master Customer Agreement

This Master Customer Agreement (the "**MCA**") is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 ("**Motorola**") and the entity set forth in the signature block below ("**Customer**"). Motorola and Customer will each be referred to herein as a "**Party**" and collectively as the "**Parties**". This Agreement (as defined below) is effective as of the date of the last signature (the "**Effective Date**").

1. Agreement.

1.1. Scope; Agreement Documents. This MCA governs Customer's purchase of Products (as defined below) and Services (as defined below) from Motorola. Additional terms and conditions applicable to specific Products and Services are set forth in one or more addenda attached to this MCA (each an "**Addendum**", and collectively the "**Addenda**"). In addition, the Parties may agree upon solution descriptions, equipment lists, statements of work, schedules, technical specifications, and other ordering documents setting forth the Products and Services to be purchased by Customer and provided by Motorola and additional rights and obligations of the Parties (the "**Ordering Documents**"). To the extent required by applicable procurement law, a proposal submitted by Motorola in response to a competitive procurement process will be included within the meaning of the term Ordering Documents. This MCA, the Addenda, and any Ordering Documents collectively form the Parties' "**Agreement**".

1.2. Order of Precedence. Each Addendum will control with respect to conflicting terms in the MCA, but only as applicable to the Products and Services described in such Addendum. Each Ordering Document will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described on such Ordering Document.

2. Products and Services.

2.1. Products. Motorola will (a) sell hardware provided by Motorola ("**Equipment**"), (b) license software which is either preinstalled on Equipment or installed on Customer-Provided Equipment (as defined below) and licensed to Customer by Motorola for a perpetual or other defined license term ("**Licensed Software**"), and (c) license cloud-based software as a service products and other software which is either preinstalled on Equipment or installed on Customer-Provided Equipment, but licensed to Customer by Motorola on a subscription basis ("**Subscription Software**") to Customer, to the extent each is set forth in an Ordering Document, for Customer's own use in accordance with this Agreement. The Equipment, Licensed Software, and Subscription Software shall collectively be referred to herein as "**Products**", or individually as a "**Product**". At any time during the Term (as defined below), Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in the applicable Ordering Documents.

2.2. Services.

2.2.1. Motorola will provide services related to purchased Products ("**Services**"), to the extent set forth in an Ordering Document.

2.2.2. Integration Services; Maintenance and Support Services. If specified in an Ordering Document, Motorola will provide, for the term of such Ordering Document, (a) design, deployment, and integration Services in order to design, install, set up, configure, and/or integrate the applicable Products at the applicable locations ("**Sites**"), agreed upon by the Parties ("**Integration Services**"), or (b)

break/fix maintenance, technical support, or other Services (such as software integration Services) ("**Maintenance and Support Services**"), each as further described in the applicable statement of work. Maintenance and Support Services and Integration Services will each be considered "Services", as defined above.

2.2.3. Service Ordering Documents. The Fees for Services will be set forth in an Ordering Document and any applicable project schedules. A Customer point of contact will be set forth in the applicable statement of work for the Services. For purposes of clarity, each statement of work will be incorporated into, and form an integral part of, the Agreement.

2.2.4. Service Completion. Unless otherwise specified in the applicable Ordering Document, Services described in an Ordering Document will be deemed complete upon Motorola's performance of all Services listed in such Ordering Document ("**Service Completion Date**"); provided, however, that Maintenance and Support Services may be offered on an ongoing basis during a given Ordering Document term, in which case such Maintenance and Support Services will conclude upon the expiration or termination of such Ordering Document.

2.3. Non-Preclusion. If, in connection with the Products and Services provided under this Agreement, Motorola makes recommendations, including a recommendation to purchase other products or services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.

2.4. Customer Obligations. Customer will ensure that information Customer provides to Motorola in connection with receipt of Products and Services are accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to provide the Products and Services and perform its other duties under this Agreement. Unless the applicable Ordering Document states otherwise, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions or Customer information, decisions, or approvals described in this Section. If any assumptions in the Ordering Documents or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.

2.5. Documentation. Products and Services may be delivered with documentation for the Equipment, software Products, or data that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information (collectively, "**Documentation**"). Documentation is and will be owned by Motorola, unless otherwise expressly agreed in an Addendum or Ordering Document that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products and Services.

2.6. Motorola Tools and Equipment. As part of delivering the Products and Services, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on an Ordering Document. The tools and equipment may be held by Customer for Motorola's use without charge and may be removed from Customer's

premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in Customer's custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all tools and equipment in its possession or control.

2.7. Authorized Users. Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products and Services. "**Authorized Users**" are Customer's employees, full-time contractors engaged for the purpose of supporting the Products and Services that are not competitors of Motorola, and the entities (if any) specified in an Ordering Document or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

2.8. Export Control. Customer, its employees, and any other Authorized Users will not access or use the Products and Services in any jurisdiction in which the provision of such Products and Services is prohibited under applicable laws or regulations (a "**Prohibited Jurisdiction**"), and Customer will not provide access to the Products and Services to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

2.9. Change Orders. Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or an Ordering Document by submitting a change order to the other Party (each, a "**Change Order**"). If a requested change in a Change Order causes an increase or decrease in the Products or Services, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

3. Term and Termination.

3.1. Term. The term of this MCA ("**Term**") will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of services under the last Ordering Document in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein. The applicable Addendum or Ordering Document will set forth the term for the Products and Services governed thereby.

3.2. Termination. Either Party may terminate the Agreement or the applicable Addendum or Ordering Document if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Ordering Document may be separately terminable as set forth therein.

3.3. Suspension of Services. Motorola may terminate or suspend any Products or Services under an Ordering Document if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform,

operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola's ability to perform.

3.4. Effect of Termination or Expiration. Upon termination for any reason or expiration of this Agreement, an Addendum, or an Ordering Document, Customer and the Authorized Users will return or destroy (at Motorola's option) all Motorola Materials and Motorola's Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer must pay Motorola for Products and Services already delivered. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer's termination of this Agreement.

4. Payment and Invoicing.

4.1. Fees. Fees and charges applicable to the Products and Services (the "**Fees**") will be as set forth in the applicable Addendum or Ordering Document, and such Fees may be changed by Motorola at any time, except that Motorola will not change the Fees for Products and Services purchased by Customer during the term of an active Ordering Document or during a Subscription Term (as defined and further described in the applicable Addendum). Changes in the scope of Services described in an Ordering Document may require an adjustment to the Fees due under such Ordering Document. If a specific invoicing or payment schedule is set forth in the applicable Addendum or Ordering Document, such schedule will apply solely with respect to such Addendum or Ordering Document. Unless otherwise specified in the applicable Ordering Document, the Fees for any Services exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), and Customer will reimburse Motorola for these or other expenses incurred by Motorola in connection with the Services.

4.2. Taxes. The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "**Taxes**"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in an Ordering Document. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.

4.3. Invoicing. Motorola will invoice Customer at the frequency set forth in the applicable Addendum or Ordering Document, and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in the applicable Addendum or Ordering Document. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in an Ordering Document. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products or Services.

5. Sites; Customer-Provided Equipment; Non-Motorola Content.

5.1. Access to Sites. Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the installation and use of the Products and the performance of the Services at each applicable Site, including for Motorola to perform its obligations hereunder,

and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

5.2. Site Conditions. Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products and Services. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

5.3. Site Issues. Motorola will have the right at any time to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 5 – Sites; Customer-Provided Equipment; Non-Motorola Content**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in an Ordering Document is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Ordering Document.

5.4. Customer-Provided Equipment. Certain components, including equipment and software, not provided by Motorola may be required for use of the Products and Services ("**Customer-Provided Equipment**"). Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products and Services under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products and Services under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Ordering Document.

5.5. Non-Motorola Content. In certain instances, Customer may be permitted to access, use, or integrate Customer or third-party software, services, content, and data that is not provided by Motorola (collectively, "**Non-Motorola Content**") with or through the Products and Services. If Customer accesses, uses, or integrates any Non-Motorola Content with the Products or Services, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Content in connection with the Products and Services. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Content in connection with providing the Products and Services, including the right for Motorola to access, store, and process such Non-Motorola Content (e.g., in connection with Subscription Software), and to otherwise enable interoperation with the Products and Services. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Content with the Products and Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Content. If any Non-Motorola Content require access to Customer Data (as defined below),

Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Content to access Customer Data, in connection with the interoperation of such Non-Motorola Content with the Products and Services. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Content (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Content or failure to properly interoperate with the Products and Services). If Customer receives notice that any Non-Motorola Content must be removed, modified, or disabled within the Products or Services, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Content if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Content poses or may pose a security or other risk or adverse impact to the Products or Services, Motorola, Motorola's systems, or any third party (including other Motorola customers). Nothing in this Section will limit the exclusions set forth in **Section 7.2 – Intellectual Property Infringement**.

6. Representations and Warranties.

6.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the right to enter into the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.

6.2. Motorola Warranties. Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Ordering Document; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Ordering Document. Motorola provides other express warranties for Motorola-manufactured Equipment, Motorola-owned software Products, and certain Services. Such express warranties are included in the applicable Addendum or Ordering Document. Such representations and warranties will apply only to the applicable Product or Service that is the subject of such Addendum or Ordering Document.

6.3. Warranty Claims; Remedies. To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this MCA or the applicable Addendum or Ordering Document. Unless a different remedy is otherwise expressly set forth for a particular warranty under an Addendum, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferrable.

6.4. Pass-Through Warranties. Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.

6.5. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS,

EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.

7. Indemnification.

7.1. General Indemnity. Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("**Claim**") for personal injury, death, or direct damage to tangible property to the extent caused by Motorola's negligence, gross negligence or willful misconduct while performing its duties under an Ordering Document or an Addendum, except to the extent the claim arises from Customer's negligence or willful misconduct. Motorola's duties under this **Section 7.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.

7.2. Intellectual Property Infringement. Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product or Service (the "**Infringing Product**") directly infringes a United States patent or copyright ("**Infringement Claim**"), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola's duties under this **Section 7.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.

7.2.1. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a pro-rated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is a software Product, i.e., Licensed Software or Subscription Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded software).

7.2.2. In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Content, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product or Service with any products or materials not provided by Motorola; (c) a Product or Service designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product or Service by a party other than Motorola; (e) use of the Product or Service in a manner for which the Product or Service was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product or Service that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any

payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.

7.2.3. This **Section 7.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. For clarity, the rights and remedies provided in this Section are subject to, and limited by, the restrictions set forth in **Section 8 – Limitation of Liability** below.

8. Limitation of Liability.

8.1. DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "**MOTOROLA PARTIES**") WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

8.2. DIRECT DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF THE MOTOROLA PARTIES, WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES SET FORTH IN THE ORDERING DOCUMENT UNDER WHICH THE CLAIM AROSE. NOTWITHSTANDING THE FOREGOING, FOR ANY SUBSCRIPTION SOFTWARE OR FOR ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL LIABILITY FOR ALL CLAIMS RELATED TO SUCH PRODUCT OR RECURRING SERVICES IN THE AGGREGATE WILL NOT EXCEED THE TOTAL FEES PAID FOR SUCH SUBSCRIPTION SOFTWARE OR RECURRING SERVICE, AS APPLICABLE, DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE.

8.3. ADDITIONAL EXCLUSIONS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS OR SERVICES; (B) CUSTOMER-PROVIDED EQUIPMENT, NON-MOTOROLA CONTENT, THE SITES, OR THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR OTHER THIRD-PARTY MATERIALS, OR THE COMBINATION OF PRODUCTS AND SERVICES WITH ANY OF THE FOREGOING; (C) LOSS OF DATA OR HACKING; (D) MODIFICATION OF PRODUCTS OR SERVICES BY ANY PERSON OTHER THAN MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH OR BY THE PRODUCTS AND SERVICES; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS AND SERVICES.

8.4. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed issues in **Section 8.3 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse

Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

8.5. Statute of Limitations. Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products and Services more than one (1) year after the date of accrual of the cause of action.

9. Confidentiality.

9.1. Confidential Information. Except as otherwise provided by Tennessee law, "**Confidential Information**" means any and all non-public information provided by one Party ("**Discloser**") to the other ("**Recipient**") that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable businessperson would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include Products and Services, and Documentation, as well as any other information relating to the Products and Services. The nature and existence of this Agreement are considered Confidential Information of the Parties. In order to be considered Confidential Information, information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by Discloser by submitting a written document to Recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

9.2. Obligations of Confidentiality. Except as otherwise provided by Tennessee law, during the Term and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (a) not disclose Confidential Information to any third party, except as expressly permitted in this **Section 9 - Confidentiality**; (b) restrict disclosure of Confidential Information to only those employees (including, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must access the Confidential Information for the purpose of, and who are bound by confidentiality terms substantially similar to those in, this Agreement; (c) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (d) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (e) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (f) only use the Confidential Information as needed to fulfill its obligations and secure its rights under this Agreement.

9.3. Exceptions. Except as otherwise provided by Tennessee law, recipient is not obligated to maintain as confidential any information that Recipient can demonstrate by documentation (a) is publicly available at the time of disclosure or becomes available to the public without breach of this Agreement; (b) is lawfully obtained from a third party without a duty of confidentiality to Discloser; (c) is otherwise lawfully known to Recipient prior to such disclosure without a duty of confidentiality to Discloser; or (d) is independently developed by Recipient without the use of, or reference to, any of Discloser's Confidential Information or any breach of this Agreement. Additionally, Recipient may disclose Confidential Information to the extent required by law, including a judicial or legislative order or proceeding.

9.4. Ownership of Confidential Information. Except as otherwise provided by Tennessee law, all Confidential Information is and will remain the property of Discloser and will not be copied or reproduced without the express written permission of Discloser (including as permitted herein). Within ten (10) days of receipt of Discloser's written request, Recipient will return or destroy all

Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain (a) one (1) archival copy of the Confidential Information for use only in case of a dispute concerning this Agreement and (b) Confidential Information that has been automatically stored in accordance with Recipient's standard backup or recordkeeping procedures, provided, however that Recipient will remain subject to the obligations of this Agreement with respect to any Confidential Information retained subject to clauses (a) or (b). No license, express or implied, in the Confidential Information is granted to the Recipient other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. Discloser represents and warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

10. Proprietary Rights; Data; Feedback.

10.1. Data Definitions. The following terms will have the stated meanings: "**Customer Contact Data**" means data Motorola collects from Customer, its Authorized Users, and their end users for business contact purposes, including marketing, advertising, licensing and sales purposes; "**Service Use Data**" means data generated by Customer's use of the Products and Services or by Motorola's support of the Products and Services, including personal information, product performance and error information, activity logs and date and time of use; "**Customer Data**" means data, information, and content, including images, text, videos, documents, audio, telemetry, location and structured data base records, provided by, through, or on behalf of Customer, its Authorized Users, and their end users through the use of the Products and Services. Customer Data does not include Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or Motorola Data; **"Third-Party Data"** means information obtained by Motorola from publicly available sources or its third party content providers and made available to Customer through the Products or Services; "**Motorola Data**" means data owned or licensed by Motorola; "**Feedback**" means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including their end users, in connection with or relating to the Products or Services; and **"Process"** or **"Processing"** means any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

10.2. Motorola Materials. Customer acknowledges that Motorola may use or provide Customer with access to software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party) (collectively, "**Motorola Materials**"). The Products and Services, Motorola Data, Third-Party Data, and Documentation, are considered Motorola Materials. Except when Motorola has expressly transferred title or other interest to Customer by way of an Addendum or Ordering Document, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights). For clarity, this Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication,

estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

10.3. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process and use the Customer Data as set forth in **Section 10.4 – Processing Customer Data** below and in other applicable Addenda. The Parties agree that with regard to the Processing of personal information which may be part of Customer Data, Customer is the controller and Motorola is the processor, and may engage sub-processors pursuant to **Section 10.4.3 – Sub-processors**.

10.4. Processing Customer Data.

10.4.1. Motorola Use of Customer Data. To the extent permitted by law, Customer grants Motorola and its subcontractors a right to use Customer Data and a royalty-free, worldwide, non-exclusive license to use Customer Data (including to process, host, cache, store, reproduce, copy, modify, combine, analyze, create derivative works from such Customer Data and to communicate, transmit, and distribute such Customer Data to third parties engaged by Motorola) to (a) perform Services and provide Products under the Agreement, (b) analyze the Customer Data to operate, maintain, manage, and improve Motorola Products and Services, and (c) create new products and services. Customer agrees that this Agreement, along with the Documentation, are Customer's complete and final documented instructions to Motorola for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the Change Order process. Customer represents and warrants to Motorola that Customer's instructions, including appointment of Motorola as a processor or sub-processor, have been authorized by the relevant controller.

10.4.2. Collection, Creation, Use of Customer Data. Customer further represents and warrants that the Customer Data, Customer's collection, creation, and use of the Customer Data (including in connection with Motorola's Products and Services), and Motorola's use of such Customer Data in accordance with the Agreement, will not violate any laws or applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). Customer also represents and warrants that the Customer Data will be accurate and complete, and that Customer has obtained all required consents, provided all necessary notices, and met any other applicable legal requirements with respect to collection and use (including Motorola's and its subcontractors' use) of the Customer Data as described in the Agreement.

10.4.3. Sub-processors. Customer agrees that Motorola may engage sub-processors who in turn may engage additional sub-processors to Process personal data in accordance with this Agreement. When engaging sub-processors, Motorola will enter into agreements with the sub-processors to bind them to data processing obligations to the extent required by law.

10.5. Data Retention and Deletion. Except for anonymized Customer Data, as described above, or as otherwise provided under the Agreement, Motorola will delete all Customer Data following termination or expiration of this MCA or the applicable Addendum or Ordering Document, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the

exportation or download of Customer Data must be made by Customer to Motorola in writing before expiration or termination, subject to **Section 13.9 – Notices**. Motorola will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from Motorola through a mutually executed Ordering Document.

10.6. Service Use Data. Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, including the uses described below. Motorola may use Service Use Data to (a) operate, maintain, manage, and improve existing and create new products and services, (b) test products and services, (c) to aggregate Service Use Data and combine it with that of other users, and (d) to use anonymized or aggregated data for marketing, research or other business purposes. Service Use Data may be disclosed to third parties. It is Customer's responsibility to notify Authorized Users of Motorola's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to Motorola that it has complied and will continue to comply with this Section.

10.7. Third-Party Data and Motorola Data. Motorola Data and Third-Party Data may be available to Customer through the Products and Services. Customer and its Authorized Users may use Motorola Data and Third-Party Data as permitted by Motorola and the applicable Third-Party Data provider, as described in the applicable Addendum. Unless expressly permitted in the applicable Addendum, Customer will not, and will ensure its Authorized Users will not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the applicable Addendum. Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data will immediately terminate upon termination or expiration of the applicable Addendum, Ordering Document, or this MCA. Further, Motorola or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or Motorola's agreement with the applicable Third-Party Data provider. Upon termination of Customer's rights to use any Motorola Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of the Agreement to the contrary, Motorola will have no liability for Third-Party Data or Motorola Data available through the Products and Services. Motorola and its Third-Party Data providers reserve all rights in and to Motorola Data and Third-Party Data not expressly granted in an Addendum or Ordering Document.

10.8. Feedback. Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

10.9. Improvements; Products and Services. The Parties agree that, notwithstanding any provision of this MCA or the Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either

in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

11. Force Majeure; Delays Caused by Customer.

11.1. Force Majeure. Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.

11.2. Delays Caused by Customer. Motorola's performance of the Products and Services will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Ordering Document). In the event of a delay under this **Section 11.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

12. Disputes. The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "**Dispute**"):

12.1. Governing Law. All matters relating to or arising out of the Agreement are governed by the laws of the State of Tennessee The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

12.2. Negotiation; Mediation. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("**Notice of Dispute**") to the other Party. The Parties will attempt to resolve the Dispute promptly through good faith negotiations, including timely escalation of the Dispute to executives who have authority to settle the Dispute (and who are at a higher level of management than the persons with direct responsibility for the matter). If a Dispute is not resolved through negotiation, either Party may initiate mediation by sending a notice of mediation ("**Notice of Mediation**") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith. All in person meetings under this **Section 12.2 – Negotiation; Mediation** will take place in Chicago, Illinois, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties subject to the law of Tennessee. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola's intellectual property rights will not be subject to negotiation or mediation in accordance with this Section, but instead will be decided by a court of competent jurisdiction, in accordance with **Section 12.3 – Litigation, Venue, Jurisdiction** below.

12.3. Litigation, Venue, Jurisdiction. If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Rutherford County, Tennessee. Each Party expressly consents to the exclusive

jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

13. General.

13.1. Compliance with Laws. Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Products and Services complies with law (including privacy laws), and Customer will obtain any FCC and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users' use of the Products and Services. Motorola may, at its discretion, cease providing or otherwise modify Products and Services (or any terms related thereto in an Addendum or Ordering Document), in order to comply with any changes in applicable law.

13.2. Audit; Monitoring. Motorola will have the right to monitor and audit use of the Products, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any software licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party ("**Auditor**") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs.

13.3. Assignment and Subcontracting. Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.

13.4. Waiver. A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.

13.5. Severability. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.

13.6. Independent Contractors. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.

13.7. Third-Party Beneficiaries. The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.

13.8. Interpretation. The section headings in this Agreement are included only for convenience The words "including" and "include" will be deemed to be followed by the phrase "without limitation". This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

13.9. Notices. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.

13.10. Cumulative Remedies. Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

13.11. Survival. The following provisions will survive the expiration or termination of this Agreement for any reason: **Section 2.4 – Customer Obligations**; **Section 3.4 – Effect of Termination or Expiration**; **Section 4 – Payment and Invoicing**; **Section 6.5 – Warranty Disclaimer**; **Section 7.3 – Customer Indemnity**; **Section 8 – Limitation of Liability**; **Section 9 – Confidentiality**; **Section 10 – Proprietary Rights; Data**; **Feedback**; **Section 11 – Force Majeure; Delays Caused by Customer**; **Section 12 – Disputes**; and **Section 13 – General**.

13.12. Entire Agreement. This Agreement, including all Addenda and Ordering Documents, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

The Parties hereby enter into this MCA as of the Effective Date.

Motorola: Motorola Solutions, Inc.	**Customer: City of La Vergne Police Dept**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ITEM REPORT

Board of Mayor and Aldermen

Date: April 2, 2026

Item #: 5.O.	Ratify Approval of a Representation Agreement with Bass Berry + Sims for Representation in Connection with Economic Development Matters.		
Department:	City Attorney	**Presented By:**	Bruce Richardson, Evan Cope
Item Attachments:	1. Engagement Letter - Economic Development Matters		

Purpose:
This item will ratify the approval of an engagement letter with Bass Berry + Sims to retain their help with Economic Development matters, including assistance with petitions filed to create Infrastructure Development Districts.

Background:
In 2025, the State of Tennessee enacted the Real Estate Infrastructure Development Act, codified as Title 7, Chapter 84, Part 8 of the Tennessee Code Annotated. This legislation authorizes the creation of Infrastructure Development Districts (IDDs), which allow for the use of special assessments to fund capital infrastructure improvements that benefit properties within a defined district.

As this is a new statutory framework, the City Attorney and staff determined it was important to engage a firm with expertise in this area to assist in guiding the City through the process.

Staff has been working with Betsy Knotts regarding a proposed IDD. There are two related discussion items on this agenda. The first provides a general overview of Infrastructure Development Districts, and the second addresses the proposed Waldron Road Industrial Development District. Establishment of an IDD requires the City to hold a public hearing and adopt a resolution.

In addition, staff is in the process of developing formal policies and procedures to guide the review and consideration of future IDD petitions. These policies are anticipated to be presented to the Board for consideration at the May meeting.

Due to the timing of the petition submittal, it was not feasible to delay action on the representation agreement until the April meeting. Therefore, staff is requesting that the Board ratify the previously approved representation agreement.

Financial Summary:
The financial impact is unknown at this time because we do not know how many petitions the city will receive for an IDD. These legal fees will be paid out of the judicial department budget.

Staff Recommendation:
Staff recommends that the Board ratify the approval of the representation agreement.

BASS BERRY + SIMS

Betsy Knotts
Betsy.Knotts@bassberry.com
(615) 742-7878

February 25, 2026

City of La Vergne
5093 Murfreesboro Road
La Vergne, TN 37086
Attention: Bruce Richardson, City Administrator

Re: Representation of the City of La Vergne, Tennessee in connection with economic development matters

Dear Mr. Richardson:

We appreciate the opportunity to represent the City of La Vergne, Tennessee (the "Client") in connection with the referenced matter. You have asked us to provide ongoing legal advice related to economic development matters, including assistance with petitions filed to create infrastructure development districts pursuant to Tenn. Code Ann. §§ 7-84-801 *et seq.*

If you agreeable to the limitation on the scope of our work, and agree to waive any potential or actual conflict, can you please confirm by responding affirmatively to this letter. This letter and the attached Terms of Representation describe the terms of our engagement. Unless otherwise agreed to, we will deliver our statements to you at the address provided above.

Again, we are pleased that you have retained our firm to work with you on this matter, and we look forward to developing a cordial working relationship with you and the Client. To confirm your agreement on behalf of the Client, please sign and return this letter to us at your earliest convenience.

Sincerely,

BASS, BERRY & SIMS PLC

Betsy Knotts
Counsel

Attachment: Terms of Representation

APPROVED AND AGREED:

City of La Vergne, Tennessee

By _____

Name _____

Title _____

Date _____

TERMS OF REPRESENTATION

Bass, Berry & Sims PLC ("Bass, Berry & Sims" or the "Firm") will provide legal services as described in our engagement letter dated February 25, 2026, of which these Terms of Representation are a part (collectively, the "Engagement Letter"), and on the following terms and conditions:

1. Staffing and Rates

We currently expect that Betsy Knotts and other members of our public finance team will provide services with respect to your matter. Staffing needs change on many matters over time, and we will adjust assignments to respond to those needs.

Work related to economic development matters will be billed at hourly rates with partners and of counsel billed at a discounted rate of $450 per hour and associates billed at a discounted rate of $325. Such amount may vary: (a) if the nature of the representation differs significantly from what has been presented to us or (b) if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility, such as attending multiple public meetings. For economic development transaction matters in which we expect to provide services to the Client, our fees will be included as an expense of closing a transaction and, in most cases, will be paid by a third party, such as a developer, that benefits from the economic development transaction. For these types of transactional matters, we will request that our fees be paid as a closing cost and once the structure of a particular transaction is finalized, we will provide a proposed fixed fee for your approval. If, at any time, we believe that circumstances require an adjustment of our quoted fee, we will advise you and provide to you a revised fee quote for your consideration and approval. Any fees quoted will include all out-of-pocket expenses incurred by us, except payments to third parties. If our engagement is terminated at any time prior to the consummation of the transaction and the payment of our quoted fee or if the matter is indefinitely postponed, we will bill at hourly rates for work performed, with partners and of counsel billed at a discounted rate of $450 per hour and associates billed at a discounted rate of $325 per hour.

2. Payment of Fees and Other Charges

As described above, fees related to economic development matters will be paid based upon hourly rates and economic development transaction fees will be paid as a closing cost. If our fees are paid based upon hourly rates, we will submit a bill based upon those rates at that time. Payment will be due within 30 days of the date of our statement. If bills are not timely paid, the Firm may cease work and withdraw from the representation to the extent permitted by applicable Rules of Professional Conduct.

In addition to the payment of the Firm's fees, clients are responsible for all out-of-pocket expenses that we may be required to advance on the Client's behalf in connection with the representation unless included in the fixed fee described above. In case of large out-of-pocket costs (generally over $1,000), the Client may be asked to advance such costs or to pay them directly as they are incurred. We will not incur any material out-of-pocket expense, such as travel expenses, without your permission.

Our representation will be deemed concluded at the time that we have rendered our final statement for services on this and any other matter undertaken for the Client or after sixty days without any work performed for the Client.

3. Client Identification

We can only represent clients that have been cleared through a conflicts check and whose names appear in our conflicts database. The person or entity named in the Engagement Letter is our client for the specific matters on which we are engaged, and we shall not be deemed to represent any affiliates unless the Client has specifically identified them to us and we agree in writing to do so. Further, our representation of a corporation, partnership, joint venture or other entity does not include a representation of the individuals

or entities that are direct or indirect shareholders, officers, directors, partners, joint venturers, employees or members of such entity. When individuals are acting in their official capacities with respect to an entity, such communications are subject to the attorney-client privilege, but the privilege belongs to and can be waived by the entity rather than by the individuals.

4. Conflicts and Confidential Information

Bass, Berry & Sims is a large national legal practice with multiple offices. Because of the Firm's size and geographic scope, as well as the breadth and diversity of its practice, other present or future clients of Bass, Berry & Sims may have interactions or other contacts with you. To prevent any misunderstanding and to preserve the Firm's ability to represent you and its other clients, you consent and agree as follows with respect to certain conflict of interest issues:

a) If we represent you in a matter adverse to another person or entity, we may also represent such person or entity on matters not substantially related to our work for you, and members of our firm may represent entities in connection with zoning, licensing and similar matters that involve the City of La Vergne, Tennessee.

b) We are committed to our professional obligation to maintain the confidentiality of information we receive from our clients. Your advance consent does not affect our continuing obligation to maintain the confidences of you and our other clients.

c) Unless authorized, we will not disclose to you or use on your behalf any documents or information protected by confidentiality obligations to other clients.

d) We are required to confirm the absence of conflicts of interest in connection with each engagement. If there is any change in the parties or the nature of the work the Firm is doing for you, we must perform a new conflicts check to confirm that the changed circumstances have not introduced a conflict of interest. We must also perform a new conflicts check before undertaking any new matters for you.

e) The lawyers practicing in Bass, Berry & Sims offices in various jurisdictions are governed by the rules of professional conduct in the applicable jurisdiction. Although the rules of the various jurisdictions often are similar, they are not identical. Only the rules in force in the specific jurisdictions in which the Firm lawyers representing you are practicing apply to those lawyers, subject to any permitted modifications of those rules reflected in these Terms of Representation.

f) From time to time, Bass, Berry & Sims identifies clients in marketing materials. These materials may include print and online descriptions of Bass, Berry & Sims services, brochures, presentations to other clients, industry surveys and rankings, transactions lists in professional publications, recruiting material and media outreach. You agree that Bass, Berry & Sims may use your name and identifying material, such as your trademarked company logo, and a brief description of the work we do for you in these materials, provided that no confidential information about you or the Firm's work for you is revealed.

5. In-House Attorney-Client Privilege

The lawyers working on this matter may wish to consult, at no cost to you, with the Firm's in-house counsel, including its General Counsel, or with outside counsel, concerning our own rights and responsibilities in connection with representation of you in this matter. Any such communications and advice are protected by our own attorney-client privilege and will remain confidential with the Firm and with such counsel.

6. Disclosure Issues

Under certain circumstances, we may be required to publicly disclose our representation of you and general information about our activities on your behalf, for example in connection with:

- the Lobbying Disclosure Act of 1995;
- the Foreign Agents Registration Act;
- Internal Revenue Service tax shelter regulations;
- any audit letter request to which you ask us to respond;
- clearing conflicts of interest; and
- any subpoena or other legal process to which we are required to respond.

We will comply with a request for disclosure from a third party only to the extent that you have requested us to do so or we are legally obligated to do so. If it is practicable and permitted, we will notify you of the request or the sharing of information. As part of our service to you, we will endeavor to protect your interests in those circumstances. We will charge you for any time spent complying with these requirements, requests or demands in connection with any matters we handle for you. In the event that the Firm considers it necessary to engage counsel in connection with any such disclosure, those expenses will be reimbursable costs under this engagement. The Firm will consult with you before engaging outside counsel at your expense.

7. Client Files; Retention

During the course of this engagement, we will maintain certain documents, both hard-copy and electronic, that pertain to the engagement and that in our judgment should be so maintained (the "Client File"). The Client File is your property. If you wish any documents we maintain in the Client File to be returned to you, we will do so upon your request, although we will be entitled to make copies of any such documents at our expense. Further, any expenses we incur in returning the Client File to you (other than costs incurred in making copies for ourselves) will be billed to and paid by you, including without limitation any costs incurred in converting electronic documents to hard copy documents if you request such conversion. If you do not request return of the Client File, we will maintain the documents in it for a period of ten years from the end of our representation of you in this matter as determined by the date of the last invoice, and thereafter may destroy the subject documents without further communication with you.

8. Changes in Law

Any legal advice provided to you will be based on the law at the time we provide advice to you. Laws, including regulations, case law and rules, change frequently. These changes include amendments to laws, regulations and rules; changes in interpretation of such laws, regulations and rules by courts, regulatory agencies or counsel; changes in the facts and circumstances occurring or coming to our attention after the resolution or completion of the matter; or to reflect the occurrence of unanticipated events. We cannot predict the outcome of any future enforcement decisions. We specifically disclaim any obligation to update advice we previously provided in resolved or completed matters.

9. Application of These Terms

The Engagement Letter, including this statement of Terms of Representation will govern our relationship with you even if you do not sign and return a copy of the Engagement Letter. If we agree to undertake additional matters, those additional matters will be governed by these Terms of Representation unless we mutually agree otherwise in writing.

Clients sometimes present the Firm with billing guidelines, outside counsel guidelines or other additional or different terms and conditions. If you want the Firm to follow any such guidelines, please present them to us as soon as possible, so we can consider how they correspond to these Terms of Representation and come to a clear understanding that is agreed to by the Client and the Firm.

If you disagree with any of these terms and conditions, please advise us immediately by return correspondence so that we can resolve any differences promptly and proceed with a clear, complete and consistent understanding of our relationship. These Terms of Representation contain important information about your rights, obligations and agreements with us, so you should feel free to consult other independent counsel or any other advisor concerning these matters, and we encourage you to do so. By signing the Engagement Letter, you acknowledge that you have had an opportunity to consult with other counsel.

ITEM REPORT

Board of Mayor and Aldermen

Date: April 2, 2026

Item #: 5.P.	Approve Change Order #1 with Avenue Grading dba Barlow, Inc. for Waldron Road Sewer Assessment Zone.		
Department:	Engineering	**Presented By:**	Kyle Brown
Item Attachments:	1. Waldron Road Sewer Assessment Zone - Change Order No. 1 with CTI		

Purpose:
This change order increases the contract time by 28 days to be substantially complete by May 29, 2026.

It is also for the addition of casing pipe and 8-inch ductile iron pipe at the Blair Road crossing; additional casing pipe on the force main, additional manhole; manhole modifications; and manhole removals related to the Waldron Road crossings; addition of a surge relief valve and manhole, the deduction of 8-inch PVC pipe from the Blair and Waldron Road Crossings, the deduction of 8-inch PVC and ductile pipe: and manholes on the B-Line, the deduction of the two Waldron Road crossings, the deduction of 10 If of 8-inch ductile iron pipe to correct the bid quantity, and the deduction of $0.71 to the original contract price to correct an error in the awarded amount. A fabrication delay for the surge valve requires an additional 28 days added to the contract. Owner to take possession of 8" PVC pipe and manhole castings.

Background:
This project consists of providing for the future growth in the drainage basin along South Waldron Road near the intersection of Blair Road. This project will determine the proper pump station sizing, wet well capacity, interceptor, and force main routes and sizing. This project also forms the basis for an assessment zone to pay for these sewer improvements for the future developments that will be in that area.

Financial Summary:
This change order will decrease the project bid by $192,245.63.

Staff Recommendation:
Staff recommends approval.

CTIENGINEERS

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

VIA EMAIL

March 20, 2026

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

Subject: City of La Vergne, Tennessee
Waldron Road Sewer Assessment Zone
Change Order One
CTI Project N21003

Dear Mr. Richardson:

Enclosed for consideration and execution, if acceptable, by the City of La Vergne is Change Order One (1) for the subject project. The change order increases the contract time by 28 days to be substantially completed by May 29, 2026. This change order is required for the addition of casing pipe and 8-inch ductile iron pipe at the Blair Road crossing; additional casing pipe on the force main, additional manhole; manhole modifications; and manhole removals related to the Waldron Road crossings; addition of a surge relief valve and manhole, the deduction of 8-inch PVC pipe from the Blair and Waldron Road Crossings, the deduction of 8-inch PVC and ductile pipe; and manholes on the B-Line, the deduction of the two Waldron Road crossings, the deduction of 10 lf of 8-inch ductile iron pipe to correct the bid quantity, and the deduction of $0.71 to the original contract price to correct an error in the awarded amount. A fabrication delay for the surge valve requires an additional 28 days added to the contract. Owner to take possession of 8" PVC pipe and manhole castings.

This change order will decrease the project bid by $192,245.63.

M:CTI:/N21003/Correspondence/Bruce Richardson Change Order Four (4)

If the City concurs in this change order, please sign, date, and return it to me. If you have any comments or questions, please do not hesitate to call.

Sincerely,

John W. Gahring, Jr., P.E.
Vice President

c: Mr. Kyle Brown, PE, Assistant City Administrator
Mr. Scott Tatalovich, Utilities Engineer
Mr. Michael Dietz, Public Works Director
Mr. David Eatherly, Isinguard Construction Group, Inc.
Mr. John W Gahring, Jr. P.E., BCEE, CTI Engineers

CHANGE ORDER

Order No. 1

Date: _____

Agreement Date: April 22, 2025

NAME OF PROJECT: Waldron Road Sewer Assessment Zone

OWNER: City of La Vergne, Tennessee

CONTRACTOR: Avenue Grading, Inc. dba Barlow, Inc.

The following changes are hereby made to the Contract Documents:

Change to Contract Price

Original Contract Price	$5,655,449.86
Current Contract Price adjusted by previous Change Order	$5,655,499.86
The Contract Price due to this Change Order will be	
~~increased~~/decreased by:	$ 192,245.63
The new Contract Price including this Change Order will be	$5,463,204.23

Change to Contract Time

The Contract Time will be increased/decreased by 28 calendar days.
The date for completion of all work will be May 29, 2026 (date).

Justification

Change Order 1 is required for the addition of casing pipe and 8-inch ductile iron pipe at the Blair Road crossing; additional casing pipe on the force main, additional manhole; manhole modifications; and manhole removals related to the Waldron Road crossings; addition of a surge relief valve and manhole, the deduction of 8-inch PVC pipe from the Blair and Waldron Road Crossings, the deduction of 8-inch PVC and ductile pipe; and manholes on the B-Line, the deduction of the two Waldron Road crossings, the deduction of 10 lf of 8-inch ductile iron pipe to correct the bid quantity, and the deduction of $0.71 to the original contract price to correct an error in the awarded amount. A fabrication delay for the surge valve requires an additional 28 days added to the contract. Owner to take possession of 8" PVC pipe and manhole castings.

Accepted by: Robert (Bobby) Herrick
Digitally signed by Robert (Bobby) Herrick
DN: C=US, E=bobby@barlowinc.com, O=Barlow Inc., CN=Robert (Bobby) Herrick
Location: La Vergne, TN
Reason: I am approving this document
Contact Info: bobby@barlowinc.com
Date: 2026.03.20 14:50:34-05'00'
(Contractor) (Date)

Recommended by: _____ 3/20/2026
(Engineer) (Date)

Ordered by: _____
(Owner) (Date)

CITY OF LA VERGNE

WALDRON RD SEWER ASSESSMENT ZONE

20-Mar-26

CHANGE ORDER No. 1

No	Description	Quantity Bid	Unit	New	Unit Changes Incr	Change	Decr	Unit Price ($)	Bid Price ($)	Price Change ($)	New Price ($)	Comment
1	8" PVC, SDR 26, Gravity Sewer	2804	LF	1904	46.53	-900	-945.97	$ 194.35	$ 544,957.40	$ (174,915.00)	$ 370,042.40	
1.1	*Bid Schedule - not correctly added from CDs*				*9.41*	*9.41*						
1.2	*Sht C-004 - Remove 8" PVC Crossing Waldron Rd*					*184.31*	*-184.31*			*$ -*		*Owner to take stored materials*
1.3	*Sht C-006 - Remove 8" PVC Between MH B6 and B9, and stubout at B10*					*458.24*	*-458.24*			*$ -*		*Owner to take stored materials*
1.4	*Sht C-008 - Add New 8" PVC Between MH C7 and C7A*				*36.12*	*36.12*						
1.5	*Sht C-008 - Remove 8" PVC Crossing Waldron Rd*					*230.9*	*-230.9*			*$ -*		*Owner to take stored materials*
1.6	*Sht C-010 - Remove 8" PVC Crossing Blair Rd*					*72.52*	*-72.52*					
1.7	*Error in Bid count*				*1*	*1*						
2	8" DIP, Gravity Sewer	2355	LF	2295	72.52	-60	-132.23	$ 264.79	$ 623,580.45	$ (2,647.90)	$ 598,719.69	
2.1	*Bid Schedule - not correctly added from CDs*					*10*	*-10*					
2.2	*Sht C-006 - Remove 8" DIP Between MH B9 and B10*					*122.23*	*-122.23*	*$ 181.73*		*$ (22,212.86)*		*Bid price less material cost paid $83.06/foot.Includes tax 9.75%*
2.3	*Sht C-010 - Add 8" DIP Crossing Blair Rd*				*72.52*	*72.52*						
10	48" Manhole w/ Frame and Cover	38		41	3	3	0	$ 8,685.06	$ 330,032.28	$ 26,055.18	$ 356,087.46	
10.1	*Sht C-004 - Add Manhole A-17 (Modified MH)*	*1*	*EA*		*1*	1						
10.2	*Sht C-008 - Add Manhole C7 (Modified MH)*	*1*	*EA*		*1*	1						
10.3	*Sht C-008 - Add Manhole C7A*	*1*	*EA*		*1*	1						
12	*Extra for Watertight Frame*	8		6	0	-2	-2	$ 743.20	$ 5,945.60	$ (1,486.40)	$ 4,459.20	*Owner to take castings*
12.1	*Sht C-006 - Removed manhole B7*	*1*	*EA*				*-1*					
12.1	*Sht C-006 - Removed Manhole B8*	*1*	*EA*				*-1*					
13	*8" Drop Manhole Connection*	4		6	2	2	0	$ 2,563.95	$ 10,255.80	$ 5,127.90	$ 15,383.70	
13.1	*Sht C-004 - Add Drop Connection to MHA-17*	*1*	*EA*		*1*	1						
13.2	*Sht C-008 - Add Drop Connection to MHC-7A*	*1*	*EA*		*1*	1						
16	12" Steel Casing Pipe	160	LF	172	12	12	0	$ 371.51	$ 59,441.60	$ 4,458.12	$ 63,899.72	
16.1	*Sht C-013- Add 12LF Casing Pipe to toe of slope*				*12*	*12*						
17	14" Steel Casing Pipe - Ordered 16" Steel Casing Pipe	300	LF	150	50	-150	-200	$ 424.07	$ 127,221.00	$ (63,610.50)	$ 63,610.50	
17.1	Bid Sched - not correctly added from CDs					-18.5	-18.5					
17.2	*Sht C-004 - Deduct 14" Casing Pipe Length - Waldron Rd - removed from Contract, Line A*					*100*	*-100*					
17.3	*Sht C-008 - Deduct 14" Casing Pipe Length - Waldron Rd - removed from Contract, Line C*					*81.5*	*-81.5*					
17.4	*Sht C-010 - Add 14" Casing Pipe Length - Blair Rd, Line E*				*50*	*50*						
32	*Flowable Fill Trench*	*39*	*EA*	*34*	*0*	*-5*	*-5*	*$ 2,121.06*	*$ 82,721.34*	*$ (10,605.30)*	*$ 72,116.04*	

CITY OF LA VERGNE
WALDRON RD SEWER ASSESSMENT ZONE
20-Mar-26
CHANGE ORDER No. 1

32.1	*Sht C-004 - Deduct Thrench Plug between manholes A17 and A18*					*1*	*-1*					
32.2	*Sht C-006 - Detuct Trench Plugs between manholes B6-B9*					*3*	*-3*					
33.2	*Sht C-006 - Detuct Trench Plug after manhole C7*					*1*	*-1*					
40	Surge Relief Valve Vault Assembly				1	1			$ -	$ 23,945.54	$ 23,945.54	
41	Direction Bore - Blair Road, Line E				50	50		$ 761.25		$ 38,062.50	$ 38,062.50	
42	Do Not Install Manhole MHA-18					1	-1	$ 5,297.67		$ (5,297.67)	$ (5,297.67)	Bid price less disposal costs. Owner to take casting($463.15). Includes tax **9.75%**
43	Excavate and Demo MH A-17				1	1		$ 8,685.06		$ 8,685.06	$ 8,685.06	
44	Excavate and Demo MH C-7				1	1		$ 8,685.06		$ 8,685.06	$ 8,685.06	
45	Do Not Install Manhole MHB7					1	-1	$ 5,297.67		$ (5,297.67)	$ (5,297.67)	Bid price less disposal costs. Owner to take casting($463.15). Includes tax 9.75%
46	Do Not Install Manhole MHB8					1	-1	$ 5,297.67		$ (5,297.67)	$ (5,297.67)	Bid price less disposal costs. Owner to take casting($463.15). Includes tax 9.75%
47	Do Not Install Manhole MHB9					1	-1	$ 5,297.97		$ (5,297.97)	$ (5,297.97)	Bid price less disposal costs. Owner to take casting($463.15) Includes tax 9.75%
48	Do Not Install Manhole MHB10					1	-1	$ 5,297.67		$ (5,297.67)	$ (5,297.67)	Bid price less disposal costs. Owner to take casting($463.15). Includes tax 9.75%
49	Do not install Manhole MHC8					1	-1	$ 5,297.67		$ (5,297.67)	$ (5,297.67)	Bid price less disposal costs. Owner to take casting($463.15). Includes tax 9.75%
50	Contract ammount correction (error in bid tab)				1			$ (0.71)		$ (0.71)	$ (0.71)	
									TOTAL:	***$ (192,245.63)***	**Deduct**	

ITEM REPORT

Board of Mayor and Aldermen

Date: April 2, 2026

Item #: 6.	First Reading - **Ordinance #2026-06** - An Ordinance to Amend the City of La Vergne Zoning Ordinance by Changing the Official Zoning Map for Tax Map 28, Parcels 2 and 1.01. Property Consists of Approximately 13.17 Acres. Property Located on Sanford Road. Current Zoning: A (Agricultural) Zoning District; Proposed Zoning: PDR-R3 (Planned Density Residential with a High Density R-3 Base) Zoning District. (This received a favorable recommendation from the Planning Commission on February 24, 2026. A public hearing will be held on Tuesday, April 7, 2026 at 5:45 p.m.)		
Department:	Planning	**Presented By:**	Bo Logan
Item Attachments:	1. Ordinance #2026-06		

Purpose:
This is an ordinance to rezone property located along Sanford Road from Agriculture to PDR-R3.

Background:
The applicant has acquired approximately 4 acres since last year. Now, the applicant is requesting to rezone approximately 13.2 acres from Ag to PDR with an R-3 base. The property is located between Chaney and Sanders Roads.

The main zoning in the area is a mixture of R-1 and R-2 plus R-3. North of this site is R-3 located on the east side of Chaney.

The remaining property that borders this site on the northern sides is R-2 which is Medium Density Residential.

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

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

ORDINANCE #2026-06

AN ORDINANCE TO AMEND THE CITY OF LA VERGNE ZONING ORDINANCE BY CHANGING THE OFFICIAL ZONING MAP FOR TAX MAP 28, PARCELS 2 AND 1.01. PROPERTY CONSISTS OF APPROXIMATELY 13.17 ACRES. PROPERTY LOCATED ON SANFORD ROAD. CURRENT ZONING: A (AGRICULTURAL) ZONING DISTRICT; PROPOSED ZONING: PDR-R3 (PLANNED DENSITY RESIDENTIAL WITH A HIGH DENSITY R-3 BASE) ZONING DISTRICT.

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

WHEREAS, the City of La Vergne Planning Commission, on February 24, 2026, 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 2 and 1.01 from an A (Agricultural) Zoning District to a PDR-R3 (Planned Density Residential with a High Density R-3 Base) Zoning District. This property consists of approximately 13.17 acres and is owned by the Chao Wen Dong who submitted application #ZR-2026-01 for the rezoning of this property, which is attached to and made a part of this ordinance as though copied herein.

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

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

LEGAL STATUS PROVISIONS

Approved and certified by the Planning Commission:

_____ _____
Chairman Date

Public Hearing Held: _____

Approved by the Mayor and Board of Aldermen: _____
1st Reading

_____ _____
Jason Cole, Mayor 2nd Reading

ATTEST:

_____
Joshua Miller, 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-2026-01 (Assigned by the City Recorder) **Date Submitted:** 12-29-25

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: Last of the Loggers, LLC Phone #: 615-663-7345

Business: Last of the Loggers, LLC E-Mail: mark@clqland.com

Address: 6700 Tower Cir Ste 330 Best Way to Contact: email (Mail, E-Mail, Phone)

City: Franklin State: TN Zip: 37067

SECTION 2 - Property Information for the Rezoning Request

Tax Map	Parcel(s)	Current Zoning District	Requested Zoning District	# of Acres	Property Owner
028	-001-01-000	Agriculture	R3-PDR	9.67	Chao Wen Dong
	& 002.00-00	R2	R3-PDR	3.5	Ermin Johnson Turcios

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

Project Name: Sanford Ridge

Project Address: Sanford Road La Vergne, TN

Existing Land Use: Vacant land

Proposed Land Use: Single Family Residential

Total Acreage of Project / Rezoning: 9.67

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: Mark Hanson **Date:** 12-29-25

Chao Wen Dong
417 Liberty
Smyrna, TN 37167-7204

August 17, 2025

City of La Vergne Planning Department
5093 Murfreesboro Road
La Vergne, TN 37086

Re: Authorization for Rezoning Application and Agreement to Restrictive Covenant – Property at Sanford Road, La Vergne, TN (Parcel 001.01, ±9.67 Acres)

Dear Planning Department Officials:

I am the current owner of the property located at Sanford Road, La Vergne, TN, further identified as Parcel 001.01 and consisting of approximately 9.67 acres (the "Property"), as described in the attached Exhibit A from the Contract for Purchase and Sale of Real Estate dated July 23, 2025, between myself as Seller and Last of the Loggers, LLC as Buyer (the "Contract").

Pursuant to Paragraph 11(c) of the Contract, which obligates me to cooperate with the Buyer in rezoning efforts, including signing an application authorization form, I hereby authorize Last of the Loggers, LLC (the "Buyer") to submit an application to the City of La Vergne for rezoning of the Property to allow for single-family residential lots. This authorization includes permission for the Buyer to act on my behalf in all matters related to the rezoning application process, such as submitting documents, attending meetings, and providing necessary information to the City.

Additionally, in furtherance of the intended use of the Property, I hereby agree to the imposition of a restrictive covenant on the Property that limits its use exclusively to single-family homes. This restrictive covenant shall preclude any development or use of the Property for townhomes, duplexes, multi-family dwellings, or any other non-single-family residential purposes. I consent to the Buyer preparing and recording such a restrictive covenant at or prior to closing under the Contract, and I agree to execute any necessary documents to effectuate this covenant.

This authorization and agreement are provided in accordance with the terms of the Contract and shall remain in effect until the earlier of the closing of the sale or the termination of the Contract.

Sincerely,

Chao Wen Dong

cc: Last of the Loggers, LLC

Contact Person Print Name Mark Hanson

Address 4000 Rush Street #1003 Franklin, TN Zip Code 37014

Daytime Phone 615-663-7345 Fax _____ E-mail mark@clqland.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 Mark Hanson Signature Mark Hanson

Address 4000 Rush Street #1003 Franklin, TN Zip Code 37014

Daytime Phone 615-663-7345

Owner(s)

Print Name Chao Wen Dong Signature _____

Address 417 Liberty Symrna, TN Zip Code 37167

Daytime Phone 615-768-0694

Print Name _____ Signature _____

Address _____ Zip Code _____

Daytime Phone _____

City of La Vergne Planning Department
5175 Murfreesboro Road
La Vergne, TN 37086
Phone: 615-287-8702 Fax: 615-213-8692

Revised 8/18/10

Certification Statement

I hereby certify that Chao Wen Dong is the owner of the property located at Sanford Road La Vergne, TN which is the subject of this application, and that I, Mark Hanson, in my capacity as Purchaser of the Property, 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

8/23/25
Date

CHAO WEN DONG
Printed Name and Title

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

Notary Signature

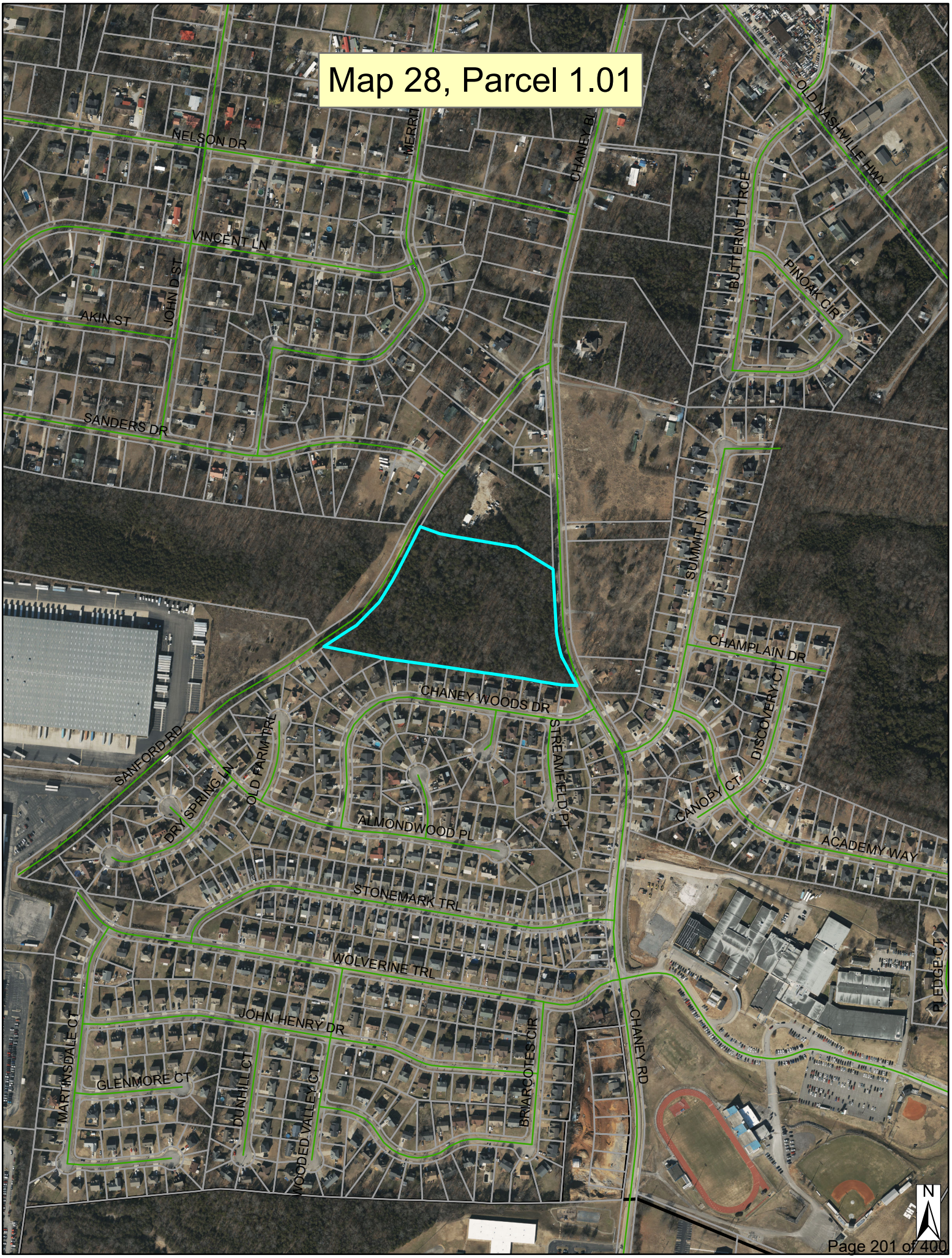
8/23/25
Date

TAMMY MCCAULEY RUTHERFORD COUNTY NOTARY PUBLIC STATE OF TENNESSEE

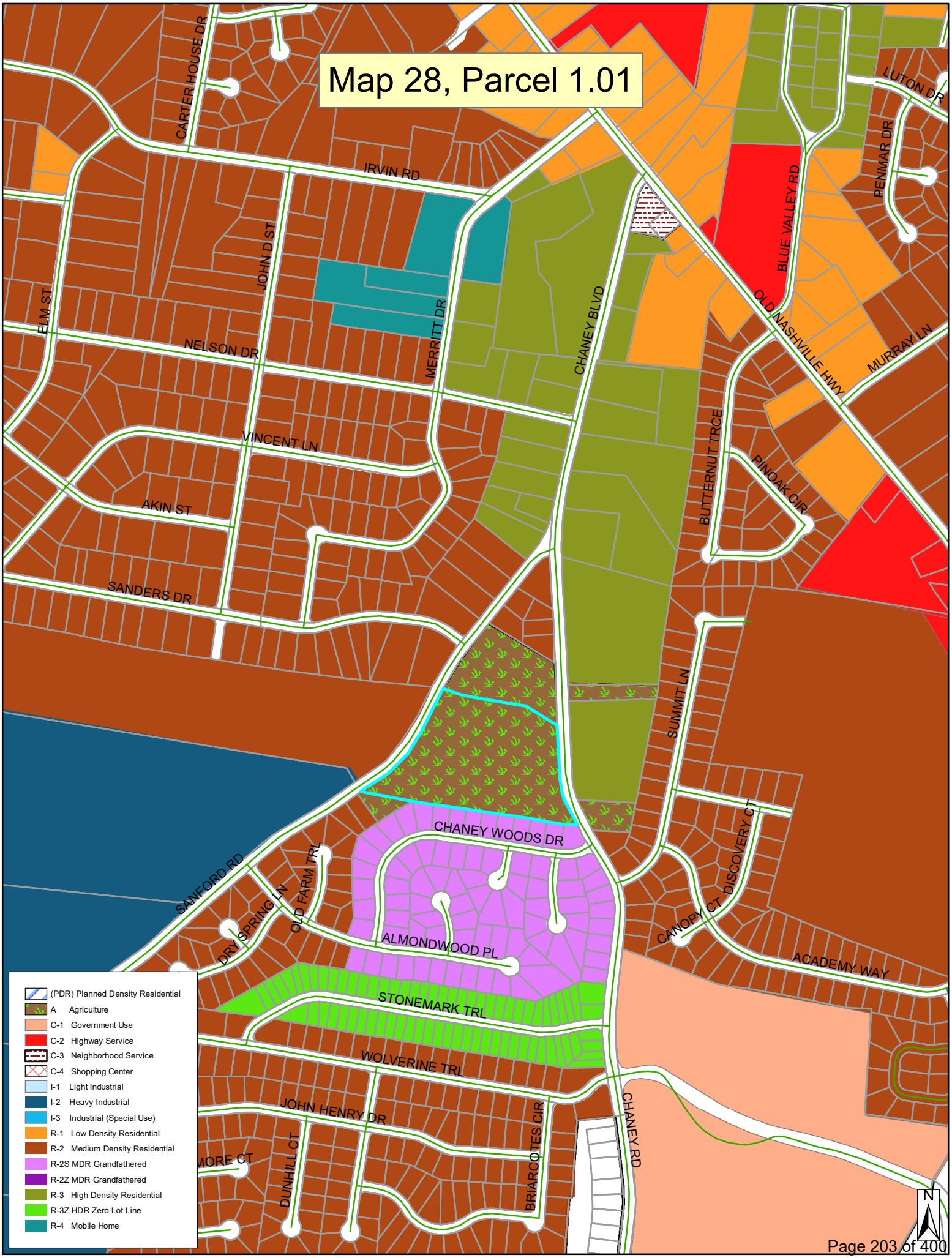
6/16/29

City of La Vergne Planning Department
5175 Murfreesboro Road
La Vergne, TN 37086
Phone: 615-287-8702 Fax: 615-213-8692

Revised 8/18/10


Map 28, Parcel 1.01
NELSON DR
MERRITT
CHANEY BL
OLD NASHVILLE HWY
BUTTERNUT TRCE
PINOAK CIR
VINCENT LN
JOHN DST
AKIN ST
SANDERS DR
SUMMIT LN
CHAMPLAIN DR
DISCOVERY CT
CHANEY WOODS DR
STREAMFIELD PT
SANFORD RD
DRY SPRING LN
OLD FARM TRL
ALMONDWOOD PL
CANOPY CT
ACADEMY WAY
STONEMARK TRL
WOLVERINE TRL
PLEDGE CT
JOHN HENRY DR
CHANEY RD
MARTINSDALE CT
GLENMORE CT
DUNHILL CT
WOODED VALLEY CT
BRIARCOTES CIR
N

Map 28, Parcel 1.01
SANDERS DR
SANFORD RD
CHANEY BLVD
CHANEY WOODS DR
BRASS OAK CT
HOUNDS RUN
STREAMFIELD PT
SUMMIT LN
ALMONDWOOD PL
N


Map 28, Parcel 1.01
CARTER HOUSE DR
IRVIN RD
LUTON DR
PENMAR DR
BLUE VALLEY RD
JOHN D ST
ELM ST
NELSON DR
MERRITT DR
CHANEY BLVD
OLD NASHVILLE HWY
MURRAY LN
VINCENT LN
BUTTERNUT TRCE
PINOAK CIR
AKIN ST
SANDERS DR
SUMMIT LN
CHANEY WOODS DR
DISCOVERY CT
CANOPY CT
SANFORD RD
OLD FARM TRL
DRY SPRING LN
ALMONDWOOD PL
ACADEMY WAY
STONEMARK TRL
WOLVERINE TRL
JOHN HENRY DR
CHANEY RD
BRIARCOTES CIR
DUNHILL CT
MORE CT
(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
N

PROPERTY
RE-ZONING
REQUESTED
FOR INFO CALL
615-287-8702

SANFORD RIDGE

PLANNED DENSITY RESIDENTIAL DISTRICT(PDR)

Initial Submittal October 31, 2025

A REQUEST FOR REZONING FROM LOW DENSITY RESIDENTIAL (R-2) TO R3 PLANNED DENSITY RESIDENTIAL DISTRICT (PDR).

City of La Vergne, Tennessee

SEC Project #25736

PROLOGUE

APPLICANT INFORMATION

SEC, Inc.
Land Planning, Civil Engineering, Surveying and Landscape Architecture
Attn: Rob Molchan / Matt Taylor
Phone: (615) 890-7901
Email: rmolchan@sec-civil.com / mtaylor@sec-civil.com
Web: www.sec-civil.com
850 Middle Tennessee Blvd.
Murfreesboro, Tennessee 37129

Company Name: KMC Land, LLC
Attn: Mark Hanson
6700 Tower Circle Franklin, TN 37067
mark@clqland.com
615-663-7345

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APPENDIX A - ELEVATIONS

PROJECT SYNOPSIS

Sanford Road

Site Boundary La Vergne City Limits

KMC Land, LLC respectfully requests rezoning of the property from Low Density Residential (R-2) to (R-3) with a Planned Density Residential (PDR) to create Sanford Ridge. The property is located along Sanford Road in La Vergne, Tennessee, identified as Parcels 028-002.00-00 and 028-001.01-00, with approximately 13.17 acres.

The request for rezoning to PDR is to create Sanford Ridge. The development will consist of 62 new residential units and one existing home on 13.17 acres, or a density of approximately 4.78 dwelling units per acre including existing home. The existing home shall be exempt from the PDR standards since it is a previously constructed home. The development will have one type of residential dwelling: single-family detached homes. Single-family detached homes will have a minimum of three bedrooms and a minimum two-car front-entry garage. All homes shall have a minimum of 16-foot-wide driveways to allow for two cars to park in the driveways. The home elevations will be constructed of brick, masonry, fiber cement board siding, or other masonry, composite, or engineered material on all sides to add quality and character to the community. All homes shall have foundation landscaping and sod along the primary and secondary front yards along ROW's. All homes will be for purchase. Decorative streetlights will add character, continuity, and safety to the neighborhood. The H.O.A. shall maintain all common areas. The development will dedicate land as needed for ROW improvements. No commercial components are proposed.

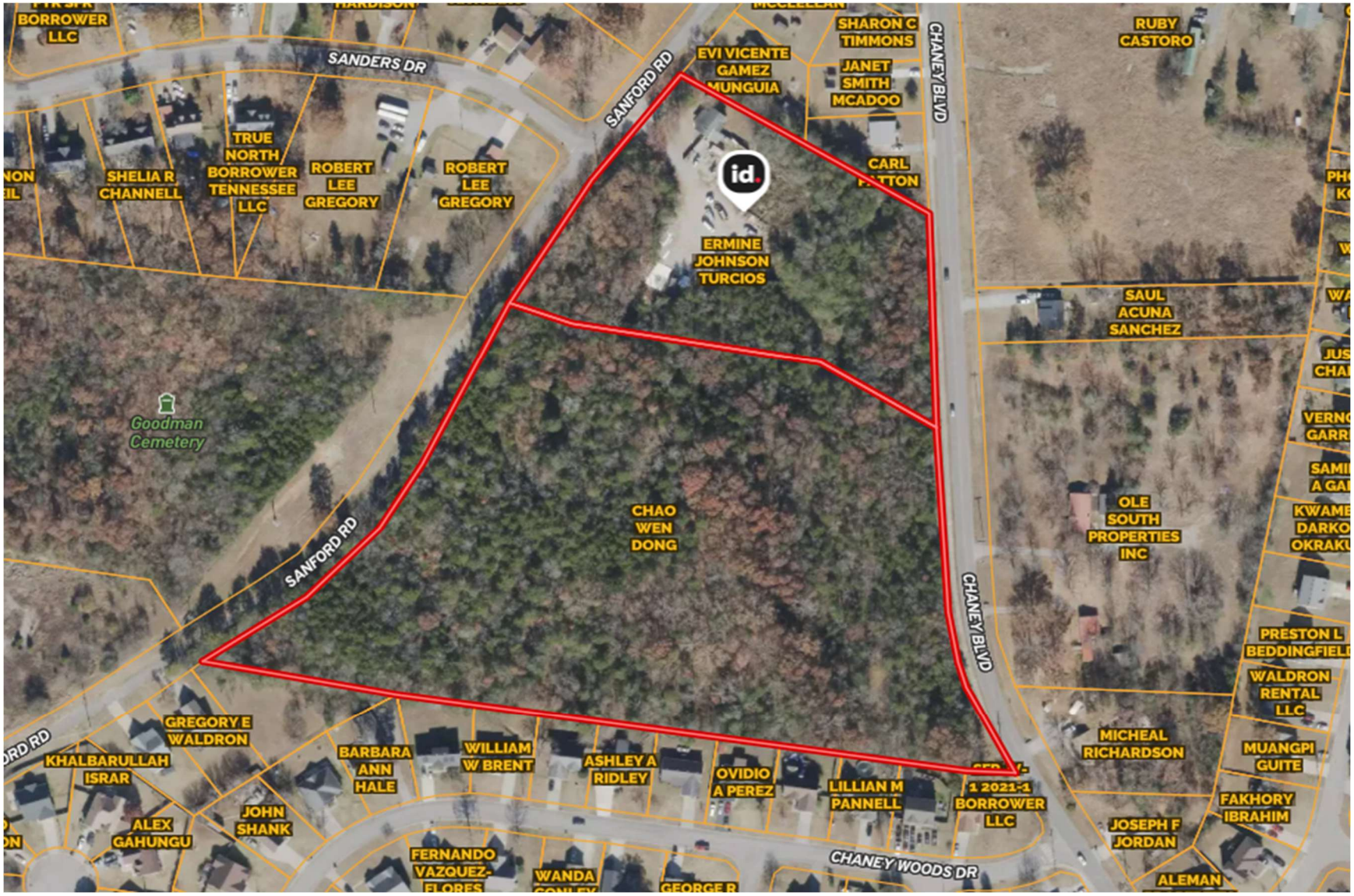
ACCESS AND CIRCULATION PLAN

Sanford Ridge will have access to the existing public right-of-way of Chaney Blvd. The project is also proposing a connection to the existing intersection of Sanders Drive and Sanford Road for a second point of access to the development from existing roadways around the development. No roads around this property are slated for improvements in the City of La Vergne transportation plans.

ZONING AND SURROUNDING LAND USES

Sanford Ridge is surrounded by a mixture of residential subdivisions. Adjacent properties include single-family detached homes to the south and town homes to the east. This proposal is fully consistent with the City of La Vergne's 2040 Future Land Use Plan, which designates the site for Single-Family Residential use. The 2024 Future Land Use Plan emphasizes that "New dwellings and structures should be compatible with the established character of the area." The proposed residential development is adjacent to existing single-family homes (Chaney Woods & Hailey Hills) to the west and townhomes (Chaney Place) to the east. The proposed single-family lots are compatible with the established single-family residential character of the surrounding area, providing a natural transition between the lower-density homes to the west and the higher-density townhomes to the east, while maintaining the overall residential fabric of the neighborhood. The surrounding area consists of a mixture of zoning types and uses. Adjacent to the site is R-1 and R-3 to the east, R-2 to the north and south, and R-2 to the west.

LOCATION AND SURROUNDING LAND USES



WATER, SEWER, DRAINAGE, ELECTRIC

Electric service will be provided by Middle Tennessee Electric. Service will be extended from either Chaney Boulevard or Sanford Road. The developer will be responsible for extending the electric lines into the site, and all on-site electric will be underground.

Water service will be provided by the City of La Vergne Public Utilities Department. Water services shall extend from Chaney Boulevard into the site. Developer will be responsible for extending the water service into the site.

Sanitary sewer service will be provided by the City of La Vergne Public Utilities Department. Construction will extend sewer from Chaney Boulevard into the site, and the developer will be responsible for extending the sewer into this property.

UTILITY MAP

Sanford Ridge

01-15-2026

LEGEND

PROPOSED WATERLINE

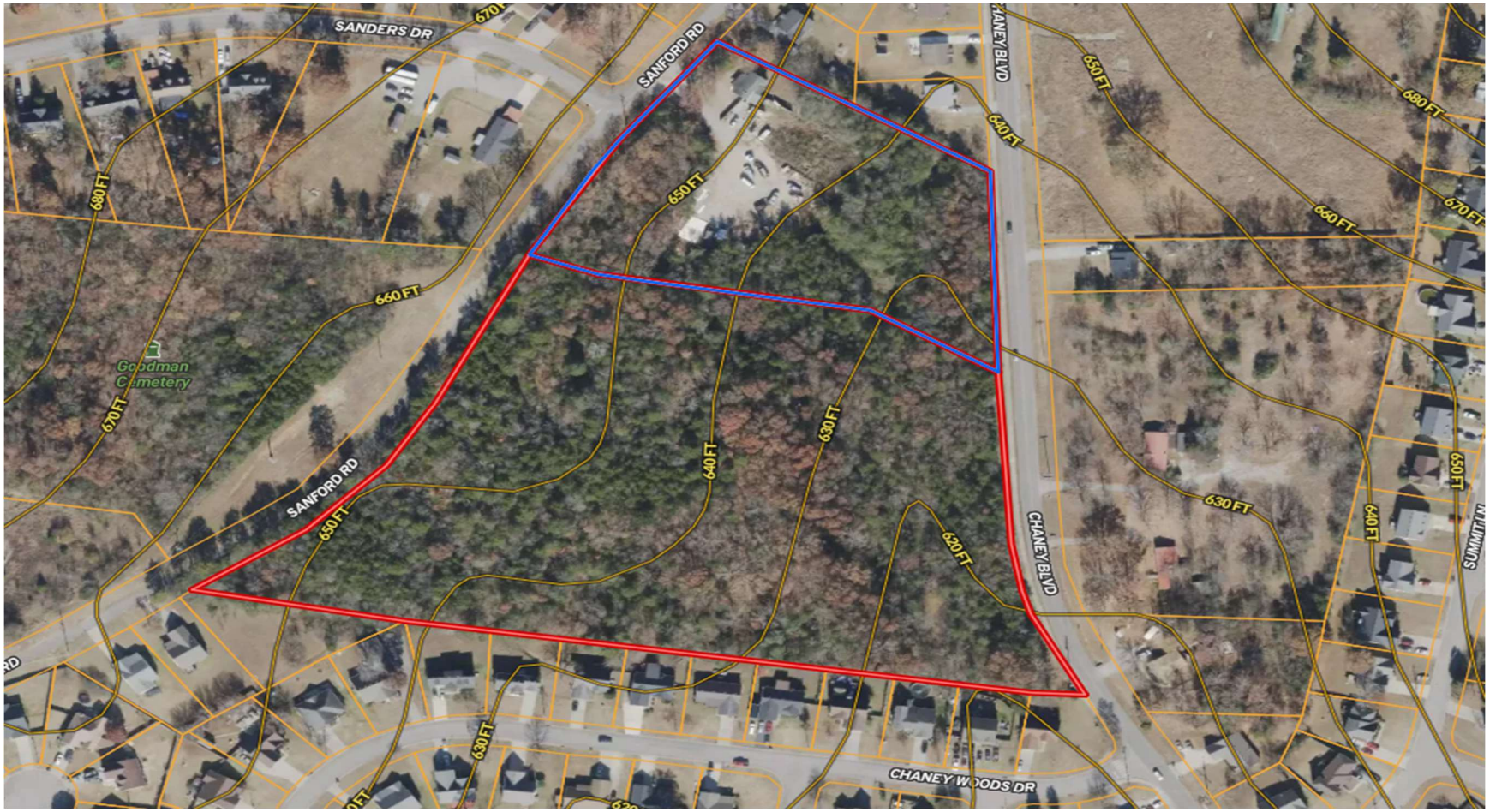
PROPOSED SEWER LINE

SEC, Inc. SITE ENGINEERING CONSULTANTS

Utilities Plan

HYDROLOGY AND TOPOGRAPHY

The topographic map above shows the site's topographic high point of 650' along Sanford Road to a low point of 610' in the southeast corner of the property. The property has slopes ranging from 5% to 7%. This property does not lie within any floodplain areas.



ON-SITE PHOTOS

Project frontage along Chaney Blvd.

Project frontage along Sanford.

10

RESIDENTIAL DEVELOPMENT STANDARDS

Residential Development Standards:

- A total of 62 new homes with at least 3 bedrooms per house. Each house shall be on its own lot of record and sold fee simple. All homes will be for sale and not built to rent.

• Builders shall install landscaping along foundations of all primary and secondary front yards along R.O.W.s of all buildings. Seed/Straw will be installed in all yards.

- A minimum of 60% of the front house façade shall be brick or stone.

• All mechanical equipment (i.e. HVAC and transformers) to be screened and located at the rear or side of all homes.

- The existing home lot 63 shall be exempt from PDR standards.

• All on-site utilities shall be underground.

• All homes will be serviced by a 3rd party trash company.

• Prior to construction plan review, a complete and thorough design of the stormwater management system and facilities will be completed.

• Parking for homes will comply with the City of La Vergne requirements.

• All homes will provide at least three (3) off-street parking spaces; two in the driveway and one in the garage.

• Homes shall have concrete driveways wide enough for 2 vehicles with a minimum width of 16-ft.

• All streets will be classified as public rights-of-way.

• All streets have been designed to comply with City of La Vergne Streets Standards.

• Public sidewalks will be provided on both sides of all public streets throughout the development to create a pedestrian friendly community.

• Mail service will be provided via CBU.

• Decorative streetlights will be coordinated with MTE.

• All homeowners shall be required to be a member of the H.O.A.

• As a member of the H.O.A., the residents shall be subject to restrictive covenants and be required to pay membership dues as determined by a 3rd party management company.

- HOA will be managed by independent 3rd party management company.
- The common areas will be owned and maintained by an H.O.A.

• All infrastructure shall comply with City of La Vergne Standards. Any exceptions must be approved by the City Engineer.

- Fencing shall be constructed of durable materials, and chain-link fences are prohibited.
- Lot Product Guidelines: The purpose of these guidelines is to allow the developer to modify the approved lot mix within the PDR, without having to make application to

amend the approved PDR. Any requested modification to the approved PDR for purpose of swapping lot products shall be conducted through administrative review and approved by City Staff. These guidelines shall only relate to the swapping lots within approved residential blocks.

CONCEPTUAL MASTER PLAN

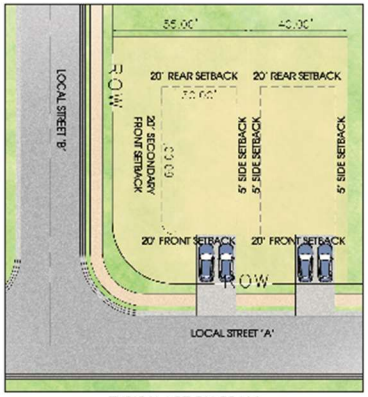
Sanford Ridge

01-15-2026

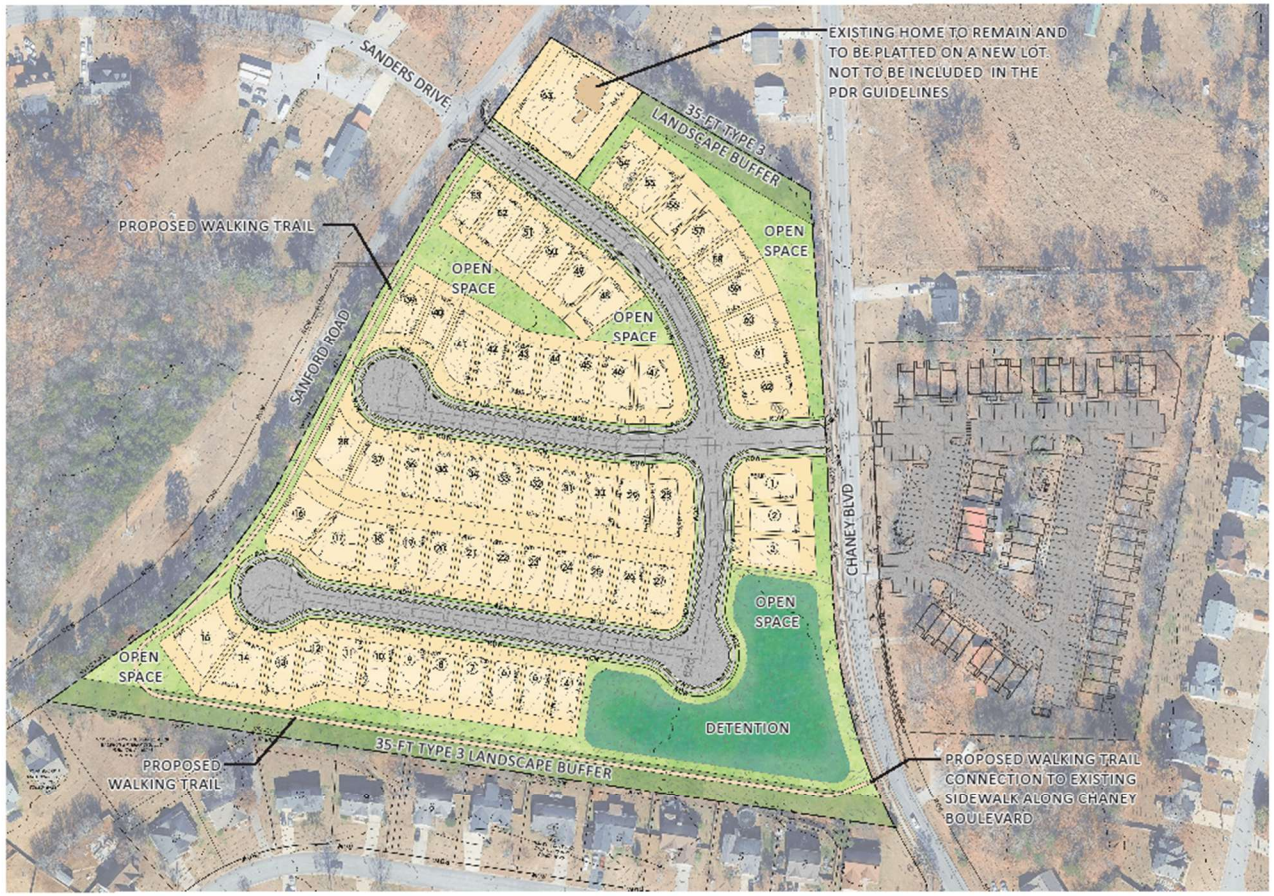
SITE DATA:

EXISTING ZONING:	AG & R-2
PROPOSED ZONING:	R-3/PDR
TOTAL LAND AREA:	±13.17 ACRES
PROPOSED RESIDENTIAL LOTS:	62 UNITS
EXISTING HOME TO REMAIN:	1 UNIT
DENSITY: 62 UNITS/13.17 ACRES=	±4.71 UNITS/AC
STORMWATER:	±1.04 ACRES

- PROPOSED LOTS
- PUBLIC ROADWAY
- DETENTION
- OPEN SPACE



TYPICAL LOT DIAGRAM



SEC, Inc. CIVIL ENGINEERING CONSULTANTS

Concept Plan

Sanford Ridge

01-15-2026

OPEN SPACE REQUIREMENTS:

OPEN SPACE REQUIRED: (13.17 ACRES x 15%)	±1.98 ACRES (15%)
OPEN SPACE PROVIDED:	±3.88 ACRES (29.46%)
USABLE OPEN SPACE REQUIRED: (1.98 ACRES x 50%)	±0.99 ACRES (50%)
USABLE OPEN SPACE PROVIDED:	±1.12 ACRES (56.56%)

LEGEND

PROPOSED OPEN SPACE AREA

PROPOSED USABLE OPEN SPACE AREA

SEC, Inc. CIVIL ENGINEERING CONSULTANTS

Open Space Plan

ARCHITECTURAL CHARACTERISTICS - SINGLE FAMILY HOMES

Architectural Characteristics - Single Family Homes:

- 4,000 Sf. Minimum Lot Size (40' wide x 100’ deep approx.)
- Buildings shall range from 1,650-2,460 SF
- Building heights shall not exceed 35 feet.
- Buildings shall be a mix of 1 and 2 stories.
- All homes will have at least 3 bedrooms.
- All the homes shall have eaves.
- All homes will have a patio located at the back of the home.
- All homes will be located on individual lots of record.
- All homes will have a 2-car front entry garage.
- Garage door color and style shall be consistent with architecture.
- Homes will be comprised of alternating styles and colors.
- Building Materials: Front Elevations: All Masonry (Brick, Stone, LP, Fiber-Cement Board Siding) Side Elevations: All Masonry (Brick, Stone, LP, Fiber Cement Board Siding) Rear Elevations: All Masonry (Brick, Stone, LP, Fiber Cement Board Siding) All Elevations: Vinyl Only Permitted in Trim & Soffit Areas
- The existing home lot 63 shall be exempt from PDR standards.

The elevations of the homes will vary across the development. The images in ***Appendix A*** *are meant to convey the general appearance and functionality of the homes*.

MINIMUM LOT DIMENSIONS AND SETBACKS DIAGRAM

- Front Setback: Min 20 ft (+5-ft)
- Side Setback: Min 5 ft
- Rear Setback: Min 20 ft (+5-ft)

FACADE VARIETY DIAGRAM In order to avoid monotony of architectural design, no approval shall be issued for the construction of a house if it is substantially like any proposed neighboring house for which an approval has already been issued or is being concurrently considered. A house shall be considered neighboring if it fronts on the same street as the house under construction or an intersecting street. Building facade colors and design elements should vary between each lot with a variation of massing and architectural details on each block.

THOROUGHFARES AND INGRESS/EGRESS

All proposed streets will comply with City standards.

AMENITIES AND OPEN SPACE

A minimum of 15% (1.98 Acres) of the gross acreage of the site shall be set aside as common open space. This space may be unimproved and passive in nature and could include steep slopes, floodplains, other natural features, or stormwater management areas.

A minimum of 50% of the required open space (0.99 Acres) must be suitably improved to be usable open space by the residents in the area. These improvements could be walking trails, small playground, level open play fields, or other amenities that are appropriate for the proposed development. The proposed amenities shall be reviewed in detail as a part of the construction documents submittal.

DEVELOPMENT AGREEMENT

AGREEMENT

This Agreement (“Agreement”) is made and entered into as of the Effective Date as defined herein by and between the City of La Vergne, Tennessee (“City”), and KMC Land, LLC and its successors and assigns ("Developer").

WHEREAS, the Developer shall be the owner of the ±13.17-acre parcel of property located along Sanford Road in La Vergne, Tennessee, more particularly shown as Parcels 028-002.00-00 and 028-001.01-00, (“Property”); and

WHEREAS, incorporated herein by reference is City Ordinance #2023-XX as it exists on the date the PDR is adopted by the City; and

WHEREAS, the Developer desires to develop the Property into a residential development (“Development”) pursuant to a Planned Density Residential Rezoning Request approved by the City's Board of Mayor and Aldermen on _____ with Ordinance #2025-XX ("PDR"), subject to the City and the Developer entering into this Agreement; and

WHEREAS, development of the Development will increase traffic in and around the same; and

WHEREAS, to facilitate any necessary improvements, in addition to all other rules, regulations ordinances and law with which the Developer must comply, and as an

additional condition for obtaining certificates of occupancy as described herein, the Developer agrees to comply with the requirements set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the receipt and sufficiency of which the parties' contract, covenant, and agree as follows:

1. Dedication of Right-of-Way.

1.1 On the applicable final plat for the Development, the Developer shall dedicate to the City (a) on a temporary basis those temporary easements as necessary to construct any improvements and (b) on a permanent basis that land as permanent right-of-way, which land shall be conveyed to the City in fee simple and free and clear of all liens and encumbrances.

2. Phases. The Development may be phased as needed. No specific financial contributions are required beyond standard fees.

3. All homes will be for sale and not built to rent.

4. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. The Developer shall have the independent right in its sole judgment to sell, assign or transfer their rights and obligations under Agreement, in whole or in part, to a related or unrelated third-party without the City's consent. If the Developer sells, assigns or transfers all or any portion of its rights, remedies, covenants, and obligations under this Agreement, (a) all such rights, remedies, covenants and obligations of that Developer, whether arising before or after such sale, assignment or transfer, shall be fully binding upon and inure to the benefit of such Developer's buyer(s), assignee(s), or transferee(s) and (b) that Developer shall be released and discharged from all covenants and obligation under this Agreement and the remaining parties shall look solely to that Developer's buyer(s), assignee(s), or transferee(s) for the performance thereof. If the Developer sells, assigns or transfers all or any portion of their rights, remedies, covenants, and obligations under this Agreement, that Developer shall provide City written notice of the same within 10 days of the closing of the sale, assignment or transfer, and said notice shall include the name(s) and address(es) of the buyer(s), assignee(s), or transferee(s).

5. No Government Limitation. This Agreement between Developer and the City shall not be construed to bind any agency or instrumentality of federal, state, county or

municipal government in the enforcement of any regulation, code or law under its jurisdiction.

6. Federal, State and Local Requirements. Developer is responsible for full compliance with all applicable federal, state, county and municipal laws, rules and regulations.

7. Non-Reliance of Parties. The parties hereto explicitly agree that they have not relied upon any earlier or outside representations other than what has been included in this Agreement. Furthermore, neither party has been induced to enter into this Agreement by anything other than the specific written terms set forth herein.

8. Distinction from Regulatory Authority of the City. The parties understand and agree that this Agreement does not and shall not be construed to indicate or imply that the City, acting as regulatory or permitting authority, has hereby granted or is obligated to grant any approval or permit required by law for the Development.

9. Indemnification and Hold Harmless. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion the Developer. Developer shall indemnify and hold harmless the City, its officers, agents and employees from:

8.1. 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 Developer, its officers, employees and/or agents, including sub or independent contractors, in connection with the performance of the Agreement.

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

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

9. Incorporation of Agreement in PDR. The Developer shall amend the concept plan for the PDR to include compliance with this Agreement as a condition pursuant to Section 5.052.6 of the City's zoning ordinance.

10. Force Majeure. In the event any unforeseen matter or condition beyond the reasonable control of a party, such as, but not limited to war, public emergency or calamity, fire, earthquake, flood, severe weather conditions, act of God, strikes or labor disturbances, civil disturbances or riots, pandemic, or any governmental

restriction, prevent or delay performance of this Agreement, in whole or part, after the employment of all reasonably available and economically feasible means to overcome such condition, avoid delay and mitigate the effects thereof, performance of this Agreement by the party affected thereby shall be suspended or excused to the extent commensurate with such interfering occurrence; provided that the party whose performance is affected shall notify the other party within ten (10) days after its actual knowledge of commencement of such occurrence of the event.

11. Remedies. In the event of a default in the performance of this Agreement by any party, the other parties shall have all rights, remedies, and obligations available under applicable law. Provided, however, notwithstanding anything in this Agreement or the PDR to the contrary: (a) no default in the performance of this Agreement by any party will rescind or repeal the City's approval of the PDR, and (b) this Agreement does not obligate the City to grant any approval or permit for the Development that it otherwise would not be required by law to grant, nor does this Agreement excuse or waive the Developer obligation to comply with applicable law. In the event the PDR or this Agreement is held to be invalid by a trial court of competent jurisdiction, the City shall appeal the trial court's judgment to the state or federal (as applicable) court of appeals, but the City is not obligated to seek a stay of the trial court's judgment, and the Developer agrees that they will not take any action in furtherance of developing the Development pending the decision of the court of appeals. If the aforementioned trial court judgment is affirmed by the court of appeals, this Agreement and the PDR shall be deemed null and void ab initio.

12. Notice. Any notice to be given hereunder by any party to any other party shall be in writing and shall be delivered by personal delivery, including messenger service or overnight courier, or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed delivered upon receipt or refusal to accept delivery at the address specified below, but each party may change its address by written notice given to the other in accordance with this paragraph.

To the City: City of La Vergne c/o City Administrator 5093 Murfreesboro Road La Vergne, TN 37086

To the Developer: KMC Land, LLC 6700 Tower Circle Franklin, TN 37067

13. Choice of Law, Choice of Venue. This Agreement shall be interpreted in accordance with the laws of the state of Tennessee. In the event of litigation arising out of or relating to this Agreement, the exclusive forum for such litigation shall be in the

Chancery or Circuit Court for Rutherford County, Tennessee or the United States District Court for the Middle District of Tennessee.

14. Non-Waiver. No course of dealing between the parties and no delay or omission of any party in exercising any right arising from another party's default shall impair such right or be construed to be a waiver of a default. No waiver of any provision of this Agreement 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. Signatures and Effective Date. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. A signed copy of this Agreement shall be deemed an original for all purposes. This Agreement shall be effective on the last date it is signed and delivered by the parties as reflected beneath their signatures below ("Effective Date").

IN WITNESS WHEREOF, the parties hereto have executed this Development Agreement on the date(s) set forth below:

KMC Land, LLC

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF LA VERGNE

By: _____

Jason Cole, Mayor

Date: _____

ATTEST:

Bruce Richardson, City Recorder

Date: _____

ITEM REPORT

Board of Mayor and Aldermen

Date: April 2, 2026

Item #: 7.	First Reading - **Ordinance #2026-07** - An Ordinance to Amend the City of La Vergne Zoning Ordinance by Changing the Official Zoning Map for Tax Map 32, Parcels 3, 3.03, 3.04 and 3.05 and Tax Map 29, Parcels 36, 37, 41.01 and 41.02. Property Consists of Approximately 101 Acres. Property Located on and Near Waldron Road and Blair Road. Current Zoning: R-1 (Low Density Residential) Zoning District; Proposed Zoning: PDR-R3 (Planned Density Residential with a High Density R-3 Base) Zoning District. (This received a favorable recommendation from the Planning Commission on February 24, 2026. A public hearing will be held on Tuesday, April 7, 2026 at 5:45 p.m.)		
Department:	Planning	**Presented By:**	Bo Logan
Item Attachments:	1. Ordinance #2026-07		

Purpose:
This is an ordinance to rezone property located along Waldron Road and Blair Road from R-1 to PDR-R3.

Background:
Equitable Property Company is requesting approval of a concept plan and rezoning for South Waldron Road Mixed Use, a mixed use PDR to consist of 100.95 acres. The accompanying rezoning request would change the 100.95 acres from R-1 to R-3 PDR, Planned Density Residential Zoning District (High Density Residential).

The property is located along the west side of Waldron Road and south of Blair Road in the southern part of La Vergne. Furthermore, this site lies east of The Ridge subdivision. Arbor Ridge, under construction, is across Waldron Rd. A future connection point is shown to Blair Road West when it is completed. Directly across the street to the east (Arbor Ridge) of this site is zoned R-1 PDR. All the property to the south of this site is zoned R-1. Next door to this site, The Ridge is zoned R-1 and later phases R-2.

The purpose of the plan is to develop the property for construction of 877 dwelling units, up from the 614 that were approved in April last year with the first concept plan. The proposed dwelling units are to include single-family homes and multifamily units as well as 55+ living.

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

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

ORDINANCE #2026-07

AN ORDINANCE TO AMEND THE CITY OF LA VERGNE ZONING ORDINANCE BY CHANGING THE OFFICIAL ZONING MAP FOR TAX MAP 32, PARCELS 3, 3.03, 3.04, AND 3.05 AND TAX MAP 29, PARCELS 36, 37, 41.01, AND 41.02. PROPERTY CONSISTS OF APPROXIMATELY 101 ACRES. PROPERTY LOCATED ON AND NEAR WALDRON ROAD AND BLAIR ROAD. CURRENT ZONING: R-1 (LOW DENSITY RESIDENTIAL) ZONING DISTRICT; PROPOSED ZONING: PDR-R3 (PLANNED DENSITY RESIDENTIAL WITH A HIGH DENSITY R-3 BASE) ZONING DISTRICT.

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

WHEREAS, the City of La Vergne Planning Commission, on February 24, 2026, 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 32, Parcels 3, 3.03, 3.04, and 3.05 and Tax Map 29, Parcels 36, 37, 41.01, and 41.02 from a R-1 (Low Density Residential) Zoning District to a PDR-R3 (Planned Density Residential with a High Density R-3 Base) Zoning District. This property consists of approximately 101 acres and is owned by the Industrial Development Board of the City of La Vergne, B & F Ventures, Michaels Homes, LLC, Randall W. Thomas Etux Amanda H who submitted application #ZR-2026-02 for the rezoning of this property, which is attached to and made a part of this ordinance as though copied herein.

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

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

LEGAL STATUS PROVISIONS

Approved and certified by the Planning Commission:

_____ _____
Chairman Date

Public Hearing Held: _____

Approved by the Mayor and Board of Aldermen: _____
1st Reading

_____ _____
Jason Cole, Mayor 2nd Reading

ATTEST:

_____
Joshua Miller, City Recorder

Published in the Murfreesboro Post on_____.

City of La Vergne, Tennessee

5175 Murfreesboro Road, La Vergne, TN 37086 ♦ (615) 287-8702

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-2026-02
(Assigned by the City Recorder)

Date Submitted: 01/08/26

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: Land Deleot Phone #: 615-948-6807

Business: Equitable Property Co E-Mail: land@equitabletn.com

Address: 3201 Trevor St, Suite 200 Best Way to Contact: E-Mail
(Mail, E-Mail, Phone)

City: Nashville State: TN Zip: 37209

SECTION 2 - Property Information for the Rezoning Request

Tax Map	Parcel(s)	Current Zoning District	Requested Zoning District	# of Acres	Property Owner
					Attached

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

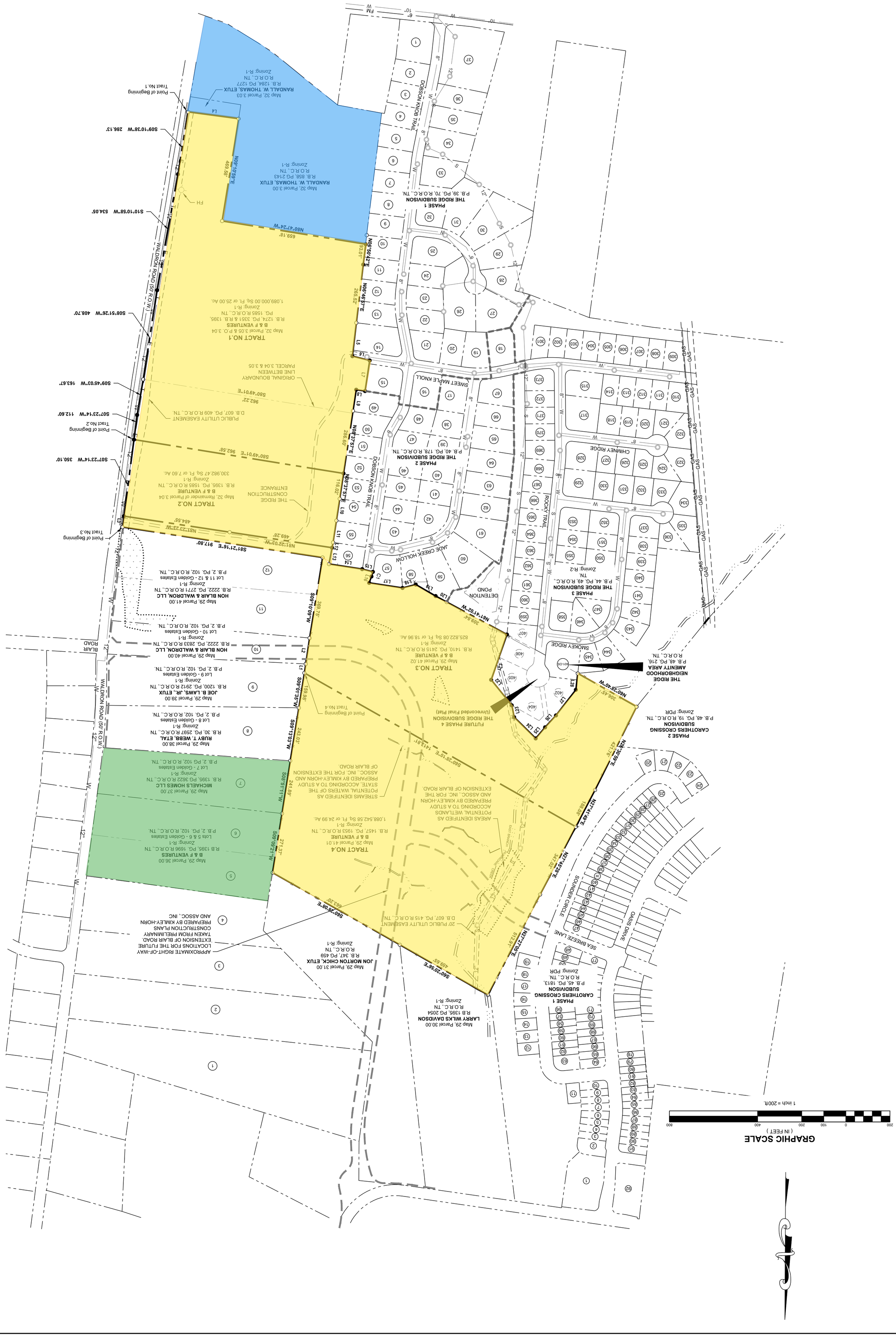
Tax Map	Parcel(s)	Current Zoning District	Requested Zoning District	# of Acres	Property Owner
29	029-036.00-000	R1	PDR	7.40	FIRST FRUITS FOUNDATION TRUST
29	029-037.00-000	R1	PDR	4.26	MICHAELS HOMES LLC
29	029-041.01-000	R1	PDR	24.99	INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF LA VERGNE
29	029-041.02-000	R1	PDR	18.96	INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF LA VERGNE
32	032-003.00-000	R1	PDR	12.18	THOMAS RANDALL W ETUX AMANDA H
32	032-003.03-000	R1	PDR	0.40	THOMAS RANDALL W ETUX AMANDA H
32	032-003.04-000	R1	PDR	7.60	INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF LA VERGNE
32	032-003.05-000	R1	PDR	25.00	INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF LA VERGNE

Line Table		
Line #	Direction	Length
L1	S08° 58' 31"W	41.20'
L2	S08° 21' 17"W	118.97'
L3	S08° 00' 17"W	49.68'
L4	N82° 23' 01"W	231.77'
L5	N06° 41' 29"E	152.28'
L6	N76° 05' 41"W	80.86'
L7	N08° 39' 15"E	140.13'
L8	S81° 19' 11"E	40.45'
L9	N08° 37' 55"E	97.36'
L10	N08° 40' 09"E	100.00'

Line Table		
Line #	Direction	Length
L11	N08° 40' 47"E	100.02'
L12	N10° 34' 07"E	24.56'
L13	N10° 34' 07"E	75.13'
L14	N81° 21' 20"W	152.03'
L15	N75° 21' 15"W	50.00'
L16	N19° 38' 48"E	30.73'
L17	N81° 21' 20"W	152.82'
L18	S75° 52' 06"W	62.10'
L19	N60° 00' 51"W	103.94'
L20	N61° 35' 37"W	57.19'

Line Table		
Line #	Direction	Length
L21	N19° 12' 06"E	217.46'
L22	N38° 56' 35"W	148.60'
L23	N11° 21' 07"W	54.97'
L24	N45° 31' 30"W	137.19'
L25	S40° 12' 09"W	65.87'
L26	S42° 34' 30"W	72.93'
L27	S37° 43' 40"W	146.97'
L28	S06° 41' 10"W	74.83'

Curve Table			
Curve #	Radius	Length	Chord Direction	Chord Length
C1	250.00'	21.82'	N17° 08' 47"E	21.81'



Project Name: Twinning Station

Project Address: Not Assigned - Approx west side of Waldron Rd north of Lake Rd

Existing Land Use: Vacant Land & Single Family Homes

Proposed Land Use: Mixed Use Planned Development

Total Acreage of Project / Rezoning: ±101 acres

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:** 1/8/26

Certification Statement

I hereby certify that Randall Thomas is the owner of the property located at 926 & 930 Waldron Rd which is the subject of this application, and that I, Land Deleot, in my capacity as purchaser and developer, 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

1/8/26
Date

Land Deleot, President
Printed Name and Title

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

Notary Signature

1-8-2026
Date

VICTORIA L. GRIFFITH
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

City of La Vergne Planning Department
5175 Murfreesboro Road
La Vergne, TN 37086
Phone: 615-287-8702 Fax: 615-213-8692

Certification Statement

I hereby certify that B&F Ventures & Michaels Homes is the owner of the property located at 774 Waldron Rd & Parcel to the North which is the subject of this application, and that I, Land Deleot, in my capacity as purchaser & developer, 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

1/8/26
Date

Land Deleot, President
Printed Name and Title

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

Notary Signature

1·8·2026
Date

VICTORIA L. GRIFFITH
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

City of La Vergne Planning Department
5175 Murfreesboro Road
La Vergne, TN 37086
Phone: 615-287-8702 Fax: 615-213-8692

Certification Statement

I hereby certify that INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF LA VERGNE is the owner of the property located at Approx West Side of Waldron Rd at Blair Rd which is the subject of this application, and that I, Land Deleot, in my capacity as purchaser & developer, 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

1/8/26
Date

Land Deleot, President
Printed Name and Title

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

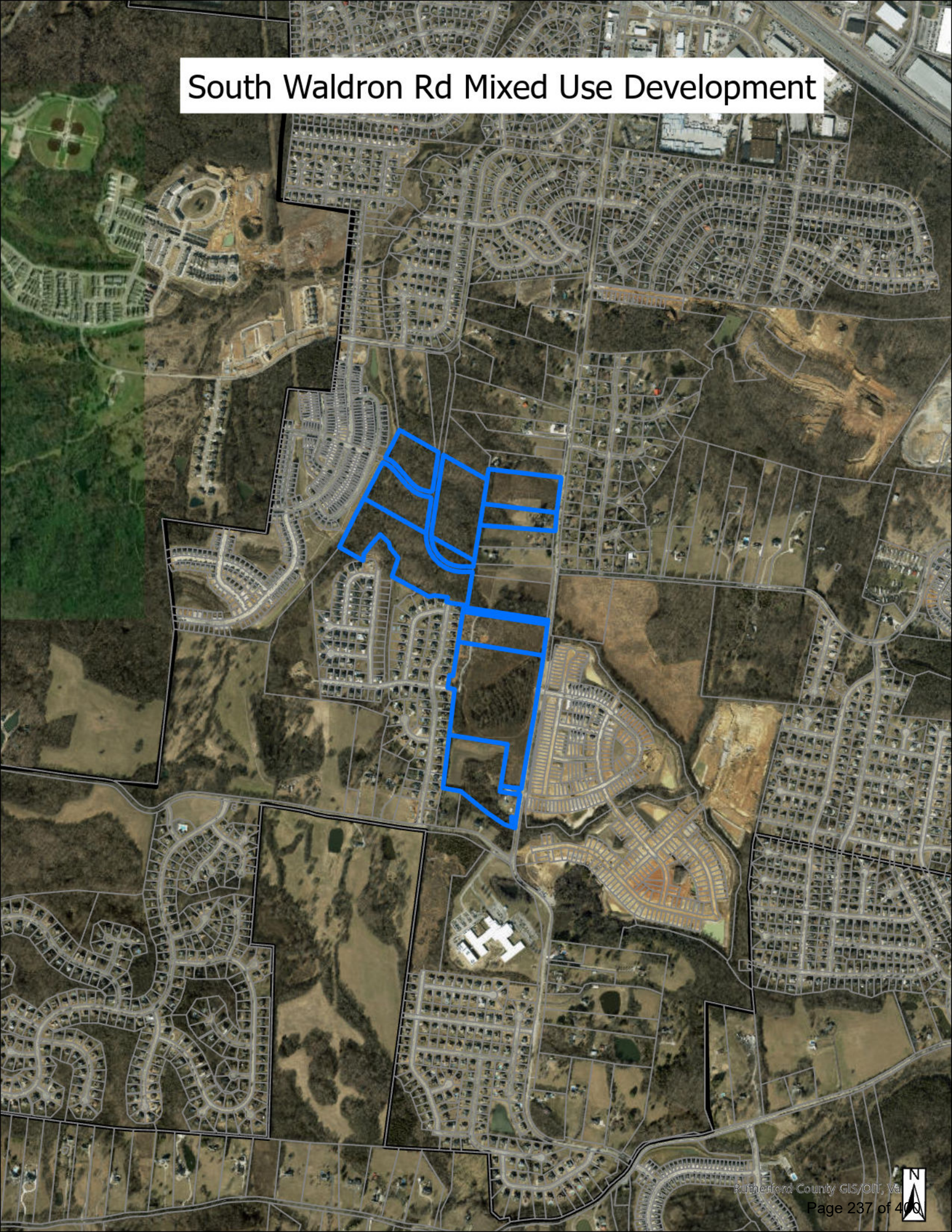
Notary Signature

1-8-2026
Date

VICTORIA L. GRIFFITH
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

City of La Vergne Planning Department
5175 Murfreesboro Road
La Vergne, TN 37086
Phone: 615-287-8702 Fax: 615-213-8692

South Waldron Rd Mixed Use Development
Rutherford County GIS, OIT, Microsoft, Va
N

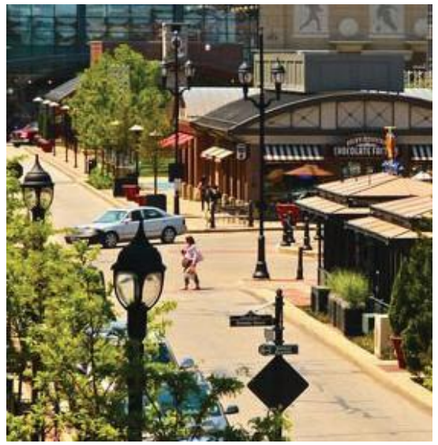

South Waldron Rd Mixed Use Development
N
Rutherford County GIS/OIT, Va

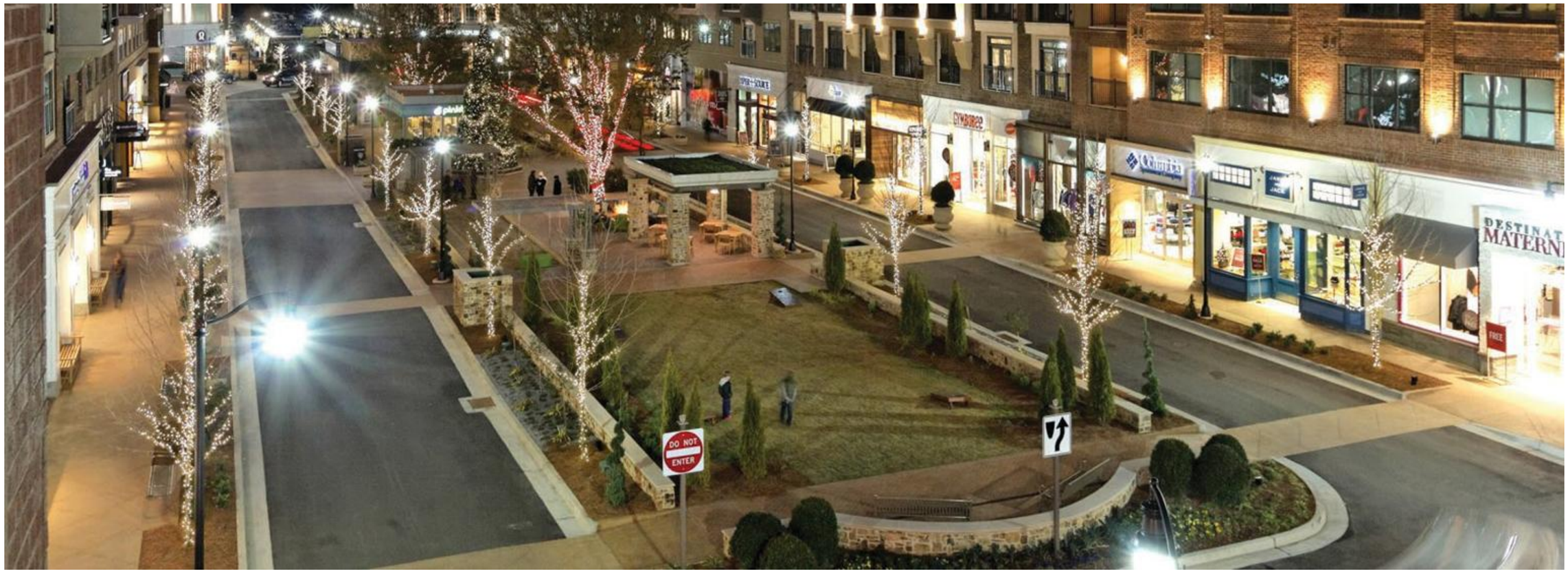
FOR SALE

PROPERTY
OF
SEAY OIL CO.
FUEL SERVICES

SOUTH WALDRON ROAD MIXED USE DEVELOPMENT CITY OF LA VERGNE, TN

A REQUEST TO UPDATE THE PREVIOUSLY APPROVED PDR TO INCLUDE ADDITIONAL PARCLES AND RESULTING SITE PLAN UPDATE





PROJECT VISION

The proposed South Waldron Mixed-Use Development encompasses approximately 101 acres and is designed to establish a vibrant, integrated community that harmonizes residential, commercial, and recreational elements. The master-planned development will feature a balanced mix of housing, retail, and open spaces, fostering pedestrian connectivity and long-term growth potential. This project is positioned to become a key destination for living, working, shopping, and leisure, attracting both local and national interest. The development team proposes to amend the original PDR by adding parcels B (12.55 acres) & C (11.85 acres) as further defined below.

Rezoning Request & Site Plan

The subject property is strategically located along Waldron Road, with direct integration into the planned Blair Road Extension. To accommodate the proposed development, we seek rezoning from Low-Density Residential (R-1) to a PDR to support a diverse range of residential and commercial uses. Approximately 4 acres of the original IDB property has been allocated for road infrastructure improvements, ensuring enhanced connectivity with the city's broader transportation network. In addition, the PDR includes ±2 acres graded and donated to the City of LaVergne for a fire hall.

Residential Components

This private development shall include a mix of single family, multi-family, townhomes, and 55+ residential with open, gated and access control communities. All connected by both trail and road access through the full development.

Active Adult (Parcel C) – A cohesive for-rent community offering continuum of care with 8 Townhomes, 28 Villas, and 140 active adult units. The community will feature extensive common facilities including dining, gathering spaces, clubhouse, indoor pool, and fitness center. (A deeded restriction for residents 55 and older)

Residential – A mix of gated and controlled access single family townhome, and multi family buildings.

- 16 single family lots featuring 50% percent masonry exteriors and options for front-entry or alley loaded garages ensuring architectural consistency.

- **Multifamily Residences (Parcels A)** – The residential and pedestrian- friendly section will feature 330 units within three- to four-story buildings, offering a mix of on-street, surface, garage, and carport parking for resident convenience. Additionally, the commercial and mixed-use portion of the development will include 258 units, integrating residential living with retail and office spaces for a dynamic, walkable community.

- **Townhomes** – 42 units with 50% percent masonry exteriors and options for front-entry or alley loaded garages ensuring architectural consistency.

55+ Single Family and Townhomes– The Southern end of the development connected by trail and road is exclusively 55+ for sale residences. The section will include 27 Single-story single-family homes and 28 accessible townhomes all with garage and off-street parking. The community will be pedestrian friendly and anchored by an amenity center and outdoor communal space.

All residential units will feature 50 % masonry exteriors, foundation landscaping, and sod in the primary and secondary front yards.

Town Center & Retail Spaces

At the heart of the development, the Town Center will serve as a pedestrian-friendly hub, integrating retail, dining, and community gathering spaces.

- **Retail / Office** – 160.741 square feet of scale retail space, strategically positioned on out parcels and along the central median to maximize visibility and accessibility. Pursuant to Section 5.052.6, we are requesting an exception to the 3,000-square-foot limit on individual retail spaces. Based on current market demand, projected tenant needs, and leasing interest, retail tenant spaces will exceed 3,000 square feet. Granting this exception will ensure alignment with market conditions and support the economic viability and long-term success of the development.
- **Grocery Store** – A ±54,954 square-foot grocery store to serve both residents and the surrounding community.
- **Sidewalk & Trail Connectivity** – Pedestrian access will be prioritized through an interconnected network of walkways and mulched walking trails, seamlessly linking retail, dining, and residential areas.
- **Vibrant Streetscape** – Designed to promote foot traffic, featuring dining terraces and retail frontages, fostering an active and engaging environment for both residents and visitors.
- **Amenities & Open Spaces** - Approximately 25% of the total site is dedicated to open space, ensuring a high quality of life for residents and visitors. These areas will include Pocket Parks & Village Greens – Strategically distributed throughout the development to provide accessible green spaces.

Amenity Center – A central clubhouse with a pool, sun deck, playgrounds, and fire pits, fostering a sense of community.

Trail System – Designed to complement natural tributaries, providing scenic walking and biking opportunities while ensuring connectivity across the development.

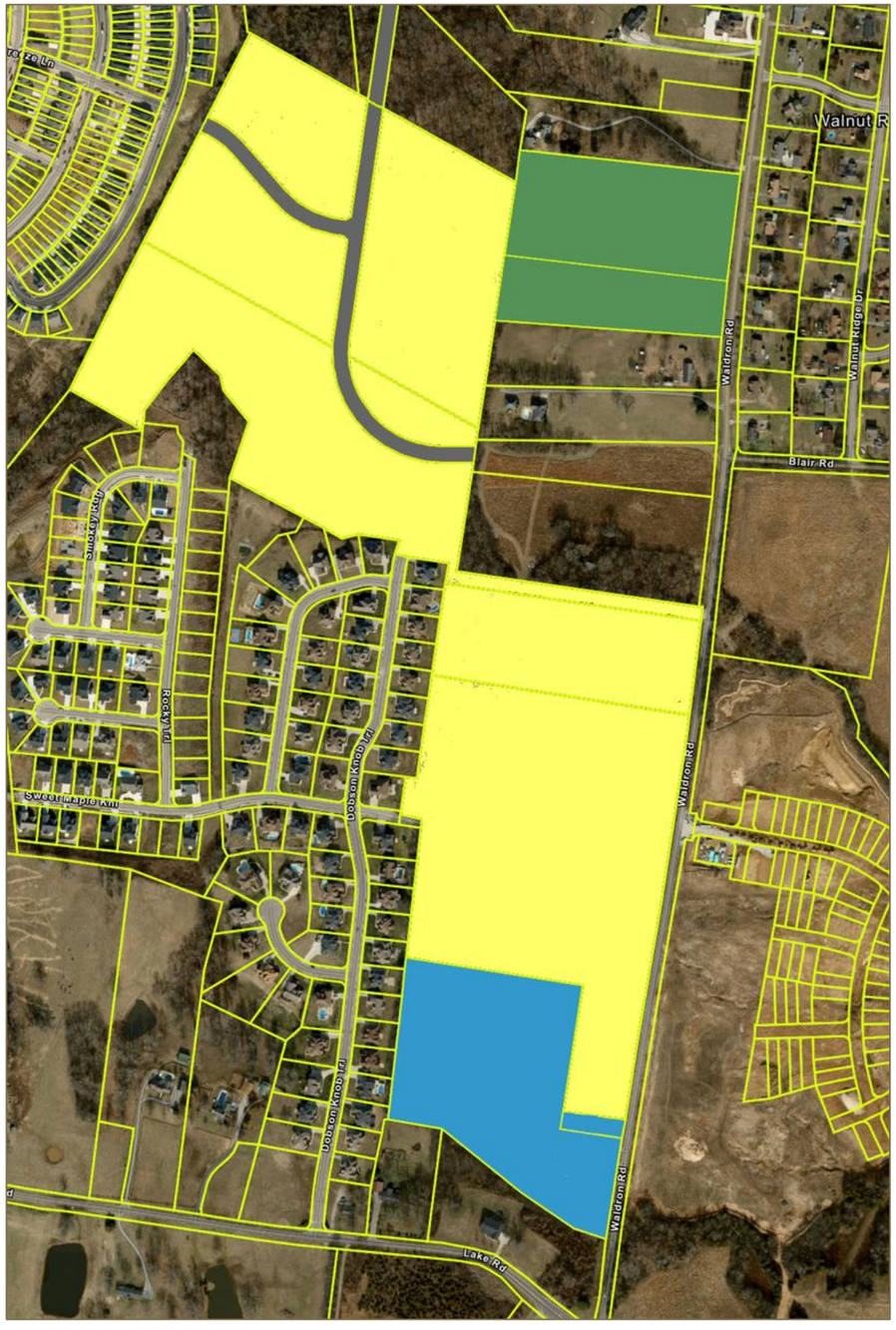
Creeks - Restoration of the creeks creating natural buffer areas throughout the site.

Community Oversight & Maintenance

In this private community , Residential and Commercial Homeowners Association (HOA) will be established to oversee the following:

- Common area maintenance
- Primary entrance aesthetics and upkeep
- Signage regulations to maintain cohesive branding and architectural consistency
- Bylaws and Restrictive Covenants have been submitted for review to the City of La Vergne (April 30, 2026).

This rezoning request is critical to achieving the envisioned mixed-use development, which will increase housing diversity, enhance economic vitality, and strengthen the community's overall infrastructure.



OVERALL SITE PLAN

Original IDB Parcels
76.55 Acres

New Parcel B
12.55 Acres

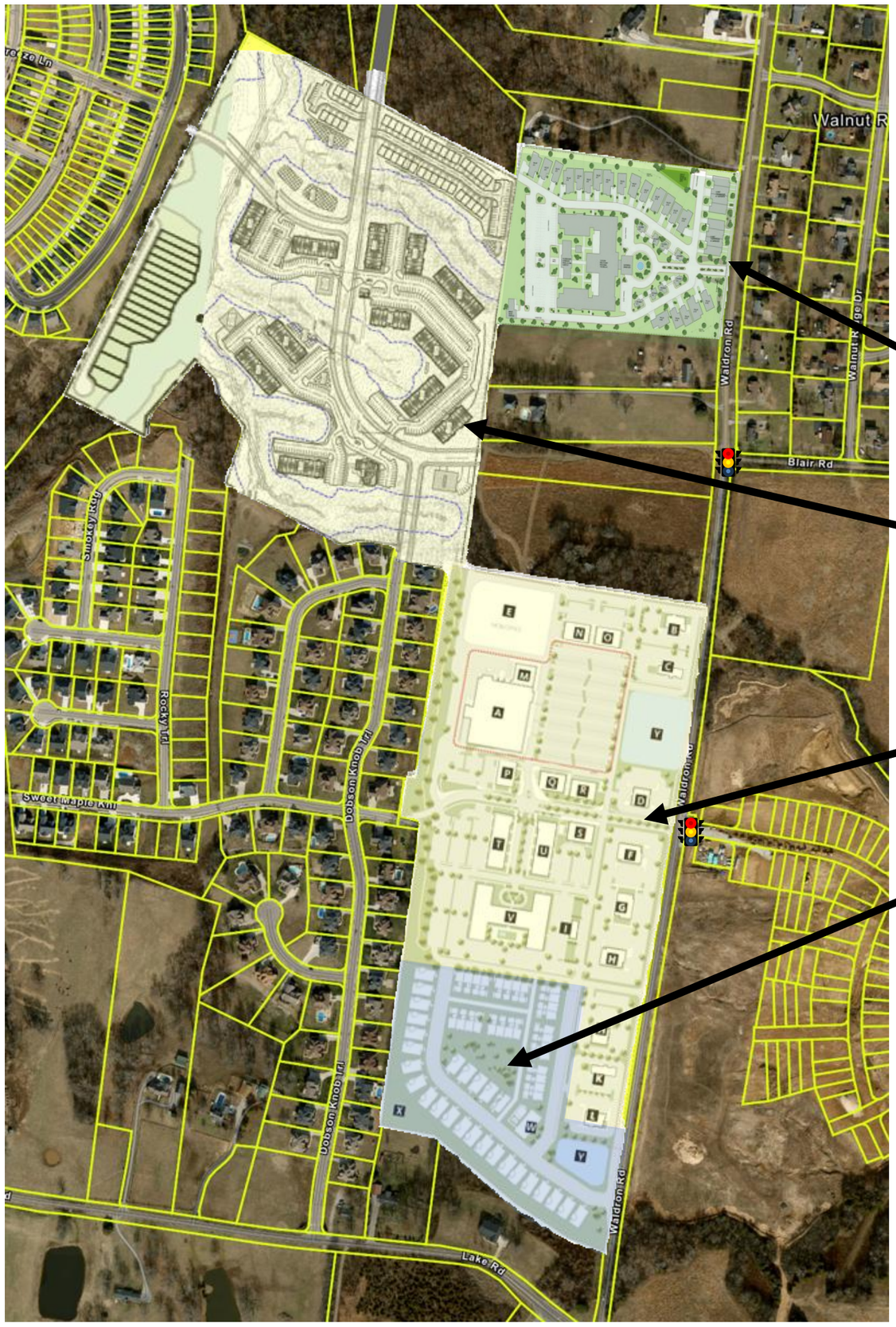
New Parcel C
±11.85 Acres

DEVELOPMENT VISION

South Waldron Site represents versatile commercial properties designed to serve a wide range of business needs and community services providing convenience and connectivity. With thoughtfully planned infrastructure, ample parking, and enhanced landscaping, the site is ideal for businesses seeking
a dynamic location with easy access and sustainable design with the goal to provide a well-integrated and sustainable environment for businesses to thrive.

- Diverse Business Potential: Approved uses include retail, food and beverage, professional services, animal care, daycare, medical services, and more.
- Strategic Accessibility: Located along Waldron and Blair Roads, featuring pedestrian and vehicular connections for easy access.
- Sustainable & Aesthetic Design: Includes foundation planting, architectural details, and landscaping that enhance property value and appeal.
- Functional & Safe Spaces: Compliance with safety standards, solid waste management, and the latest in stormwater systems.
- Modern Signage and Lighting: Exterior illumination aligned with La Vergne's zoning standards and lighting ordinance.
- Building Design: Up to 4 stories with architectural enhancements such as base differentiation and main entry articulation.
- Landscaping & Screening: Landscape screening for parking, perimeter edge screening, and foundation planting around buildings.
- Parking & Accessibility: Setbacks of 10 feet from rights-of-way, shared parking options, and connectivity with nearby roads.
- Waste & Utilities Management: Private solid waste collection, screened equipment, and shared drainage and parking maintenance by an owners' association where applicable.
- Community Safety: Donation of land for a new fire department, an essential resource for La Vergne. The new fire station will serve the growing community's needs. Located within close proximity to both residential and commercial zones, this new facility will bolster emergency response capabilities, benefiting residents, businesses, and surrounding neighborhoods alike.

DEVELOPMENT COMPONENTS



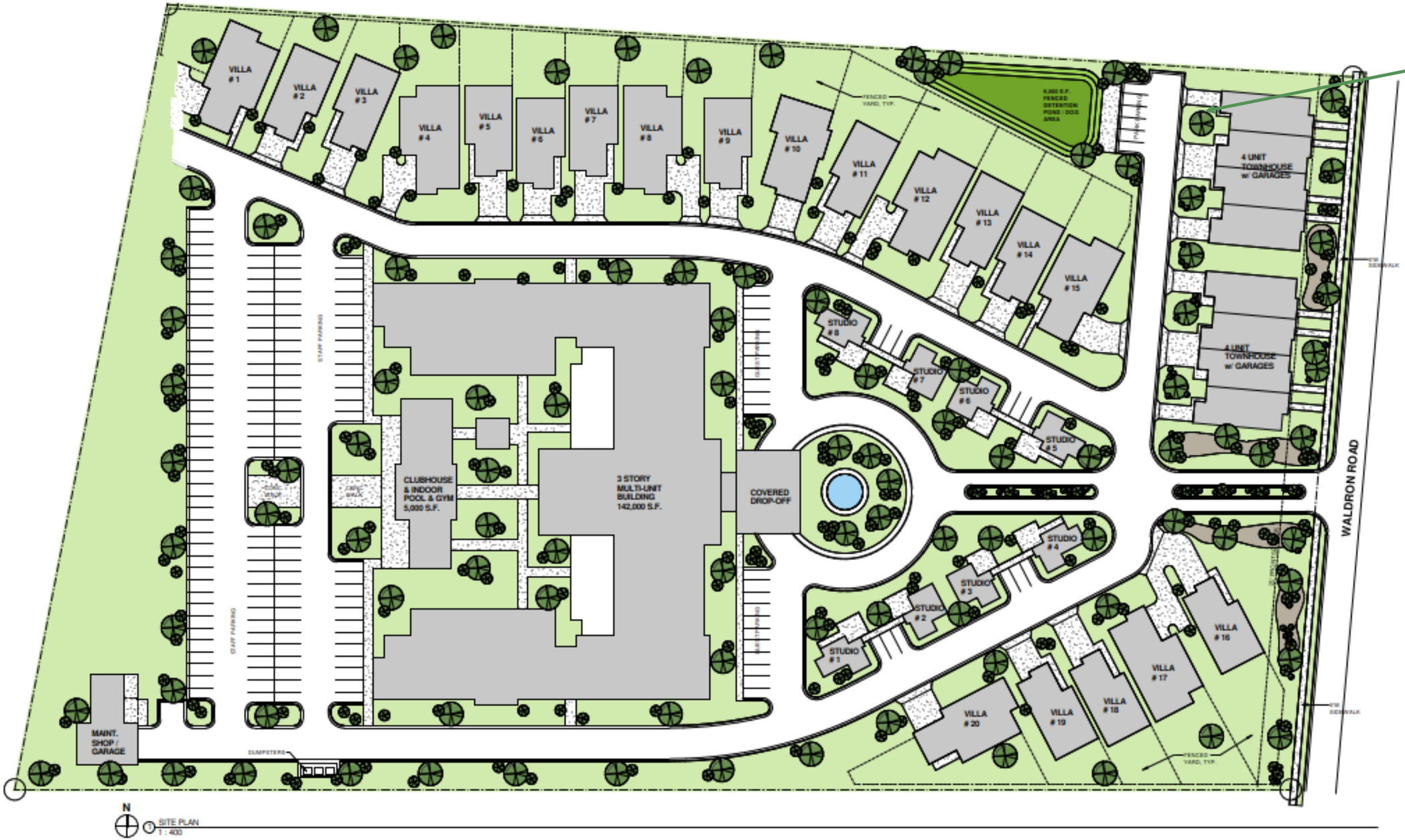
ACTIVE ADULT

RESIDENTIAL

MIXED USE

55+

ACTIVE ADULT | UNIT LAYOUT



ACTIVE ADULT | UNIT COUNT

Multi Family Active Adult					
Unit Type	**% Mix**	**Unit Count**	**Net Rentable**	**Total Net Rentable**	**% of Total SF**
Studio	20.00%	28	622	17,416	13.47%
One Bedroom	45.00%	63	726	45,738	35.37%
Two Bedroom	25.00%	35	1,350	47,250	36.54%
XL - Large 2 BR / 3 BR	10.00%	14	1,350	18,900	14.62%
	100.00%	**140**		**129,304**	

Gross SF Factor	**1.25**
Project Gross SF	**161,630**
Parking Total	**162**

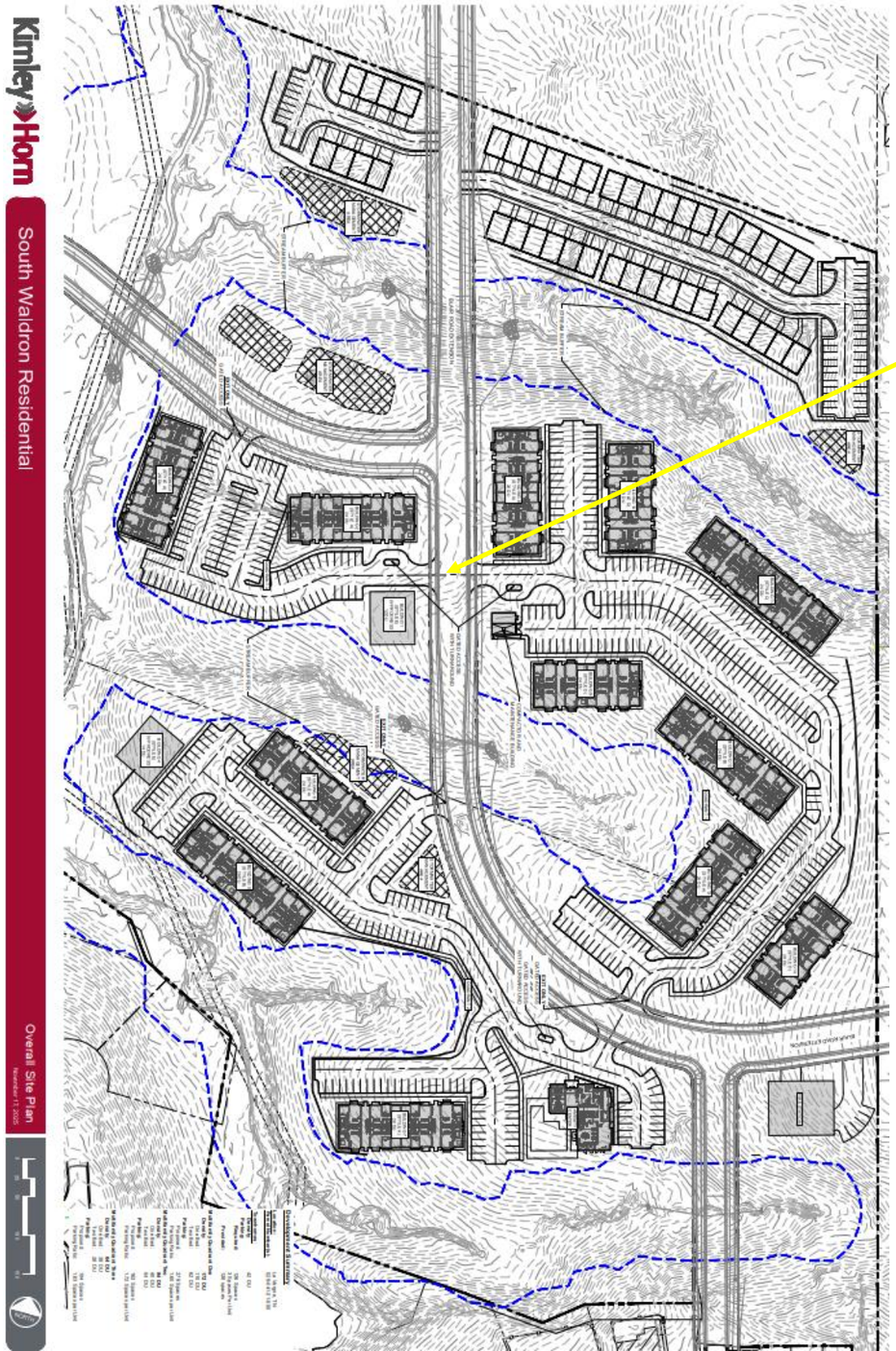
Villa Active Adult						
Unit Type	**% Mix**	**Unit Count**	**Net Rentable**	**Total Net Rentable**	**% of Total SF**	**Parking**
Studio: 1 BR / 1.5 BA	28.57%	8	1,100	8,800	22.68%	12
Cottage Unts: 2 BR / 2 BA	71.43%	20	1,500	30,000	77.32%	2 car garage + driveway
	100.00%	**28**		**38,800**		**12**

Townhome Active Adult						
Unit Type	**% Mix**	**Unit Count**	**Net Rentable**	**Total Net Rentable**	**% of Total SF**	**Estimated Parking**
Townhome: 2 BR / 2 BA	100.00%	8	1,300	10,400	100.00%	1-2 car garage + driveway
	100.00%	**8**		**10,400**		

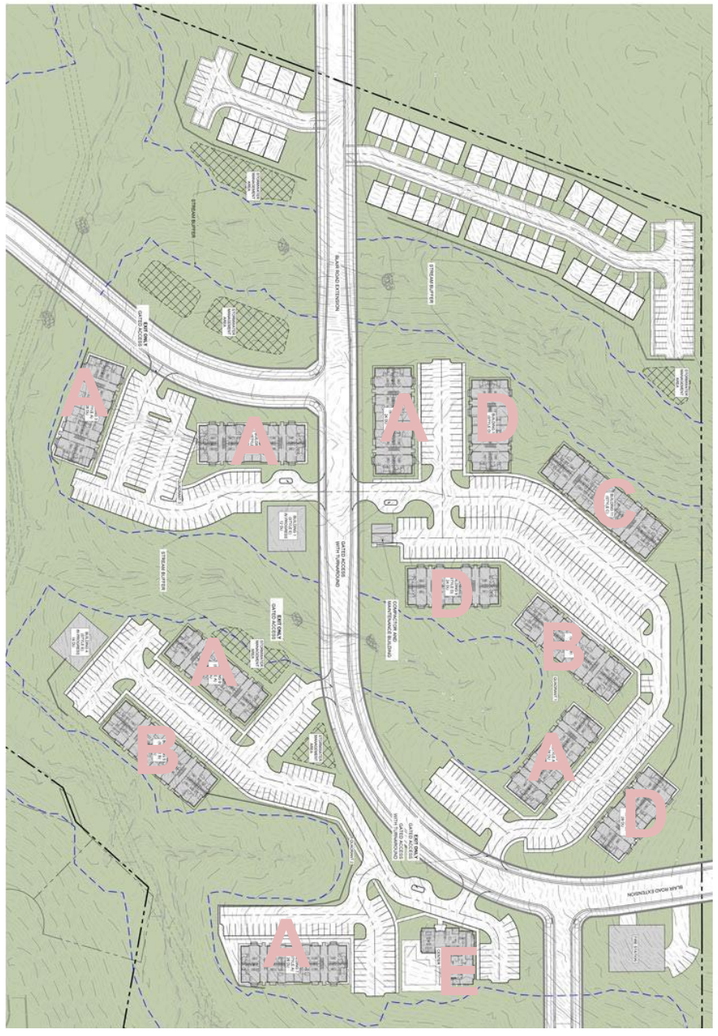
Amenities	SF
Indoor Pool / Fitness Center	5,000
Maintenance Building	2,000
	7,000

Total Phases		One Bedroom	Two Bedroom	Three Bedroom	Total	
Multifamily	Units	99	63	14	**176**	
	Unit Mix	56.25%	35.80%	7.95%	**100.00%**	**Average Unit SF**
	Total Gross SF	87,743	99,463	23,625	**217,830**	**1014.23**
	Total Net SF	71,954	87,650	18,900	**178,504**	
Parking					**174**	

RESIDENTIAL - LAYOUT



RESIDENTIAL



CENTRAL AMENITY CENTER - E

BUILDING STYLE - A

BUILDING STYLE - B

BUILDING STYLE - C

BUILDING STYLE - D

NORTHERN PARCEL | ENLARGED SITE PLAN

RESIDENTIAL - COUNT

Single Family									
Unit Type	**% Mix**	**Unit Count**	**Net Rentable**	**Total Net Rentable**	**Gross (Net+Garage)**	**Gross SF**	**% of Total SF**	**Parking Ratio**	**Estimated Parking**
Single Family	38.10%	16	2,920	46,720	3,400	54,400	41.85%	2.00	32.00
	38.10%	**16**		**46,720**		**54,400**			**32**

Townhomes									
Unit Type	**% Mix**	**Unit Count**	**Net Rentable**	**Total Net Rentable**	**Gross (Net+Garage)**	**Gross SF**	**% of Total SF**	**Parking Ratio**	**Estimated Parking**
Townhome	100.00%	42	2,658	111,636	3,138	131,796	100.00%	3.00	126.00
	100.00%	**42**		**111,636**		**131,796**			**126**

Multifamily Quadrant 1									
Unit Type	**% Mix**	**Unit Count**	**Net Rentable**	**Total Net Rentable**	**Gross**	**Gross SF**	**% of Total SF**	**Parking Ratio**	**Estimated Parking**
One Bedroom	63.95%	110	738	81,180	820	90,200	55.73%	1.62	178.20
Two Bedroom	36.05%	62	1,040	64,480	1,135	70,370	44.27%	1.62	100.44
	100.00%	**172**		**145,660**		**160,570**			**279**

Multifamily Quadrant 2									
Unit Type	**% Mix**	**Unit Count**	**Net Rentable**	**Total Net Rentable**	**Gross**	**Gross SF**	**% of Total SF**	**Parking Ratio**	**Estimated Parking**
One Bedroom	23.26%	40	738	29,520	820	32,800	20.27%	1.72	68.80
Two Bedroom	31.40%	54	1,040	56,160	1,135	61,290	38.56%	1.72	92.88
	54.65%	**94**		**85,680**		**94,090**			**162**

Multifamily Quadrant 3									
Unit Type	**% Mix**	**Unit Count**	**Net Rentable**	**Total Net Rentable**	**Gross**	**Gross SF**	**% of Total SF**	**Parking Ratio**	**Estimated Parking**
One Bedroom	22.09%	38	738	28,044	820	31,160	19.25%	1.63	61.94
Two Bedroom	15.12%	26	1,040	27,040	1,135	29,510	18.56%	1.63	42.38
	37.21%	**64**		**55,084**		**60,670**			**104**

Amenities	SF
Fire Station	6,000
Amenity Center	5,416
	11,416

Total Phases		Townhome	Single Family	One Bedroom	Two Bedroom	Total	
Multifamily	Units	42.00	16.00	188.00	142.00	**388.00**	
	Unit Mix	10.82%	4.12%	48.45%	36.60%	**100.00%**	**Average Unit SF**
	Total Gross SF	131,796	54,400	154,160	161,170	**512,942**	**1322.02**
	Total Net SF	111,636	46,720	138,744	147,680	**444,780**	
Parking		126.00	32	308.94	235.70	**702.64**	

MIXED USE – LAYOUT

PROGRAM

A. PROPOSED GROCER
54,954 gsf

B. OUTPARCEL #1
0.71 acres

C. OUTPARCEL #2
0.68 acres

D. OUTPARCEL #3
0.96 acres

E. MOB/OFFICE
1.63 acres

F. OUTPARCEL #4
0.95acres

G. OUTPARCEL #5
1.19 acres

H. OUTPARCEL #6
0.92 acres

I. JEWEL BOX #7
1,625 gsf

J. OUTPARCEL #8
1.22 acres

K. OUTPARCEL #9
0.73 acres

L. OUTPARCEL #10
0.72 acres

M. RETAIL
5,600 gsf

N. OUTPARCEL #11
0.55 acres

O. OUTPARCEL #12
0.55 acres

P. OUTPARCEL #13
0.39 acres

Q. OUTPARCEL #14
0.36 acres

R. OUTPARCEL #15
0.36 acres

S. OUTPARCEL #16
0.33 acres

T. RETAIL & MULTIFAMILY
4 levels
12,596 gsf retail
37,788 gsf multifamily

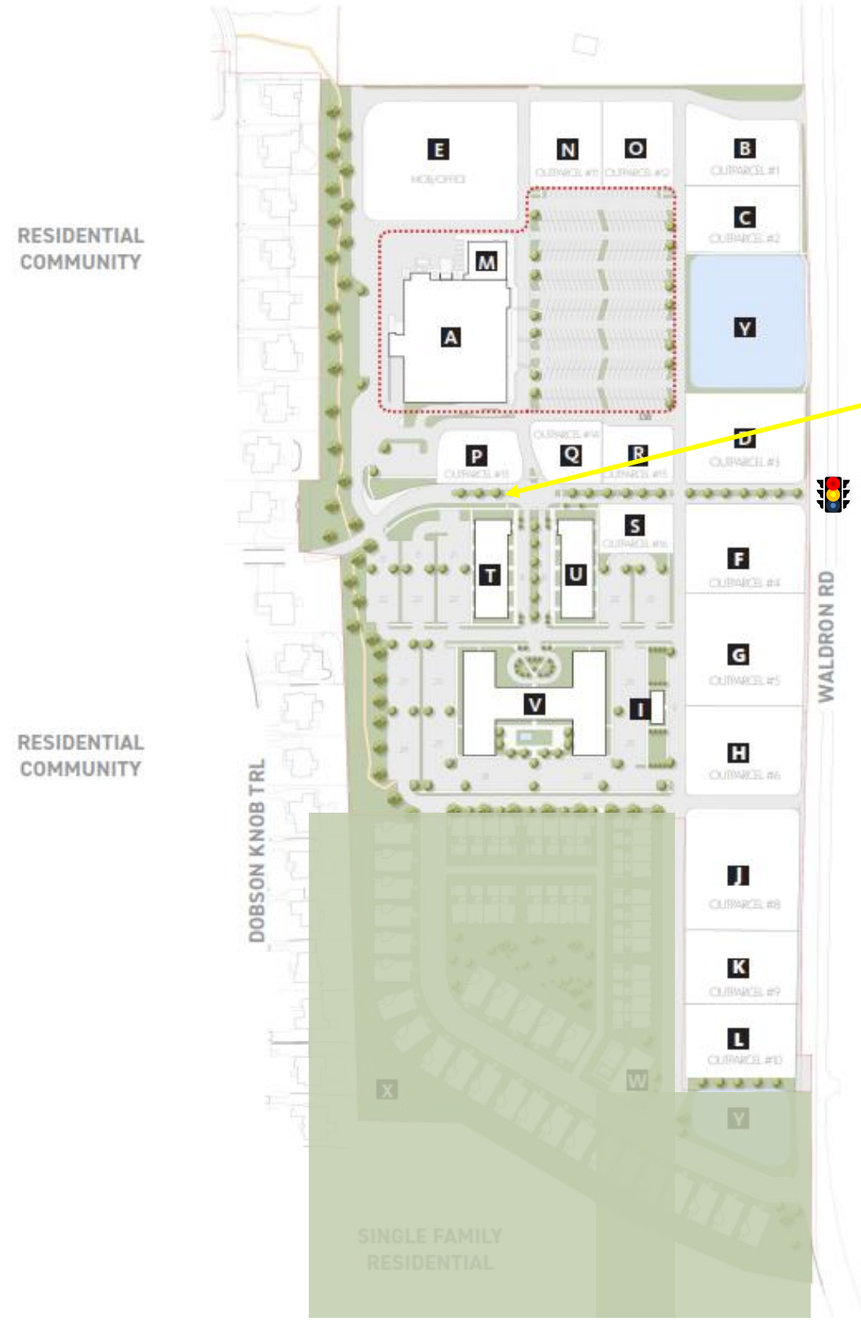
U. RETAIL & MULTIFAMILY
4 levels
12,596 gsf retail
37,788 gsf multifamily

V. MULTIFAMILY
4 levels
143,480 gsf multifamily

W. CLUBHOUSE AMENITY

X. RESIDENTIAL (55+)

Y. STORMWATER RETENTION



MIXED USE - COUNTS

Multi Family Unit Mix							
Unit Type	**% Mix**	**Unit Count**	**Net Rentable**	**Total Net Rentable**	**% of Total SF**	**Parking Ratio**	**Estimated Parking**
Studio	10.00%	21	610	12,772	7.29%	1.00	20.94
One Bedroom	35.00%	73	720	52,762	30.11%	1.00	73.28
Two Bedroom	45.00%	94	920	86,680	49.46%	1.50	141.33
Three Bedroom	10.00%	21	1,100	23,031	13.14%	2.00	41.87
	100.00%	**209**		**175,245**			**277.42**

Gross SF Factor	**1.25**
Project Gross SF	**219,056.00**
Projected Unit Count	**209**

Mixed Use Summary						
Level	**Building 2**	**Building 4**	**Building 5**	**Building 6**	**Building 7**	**Total SF**
1st Floor	-	-	0	0	29,870	29,870
2nd Floor	-	-	12,596	12,596	35,870	61,062
3rd Floor	-	-	12,596	12,596	35,870	61,062
4th Floor	-	-	12,596	12,596	35,870	61,062
Amenities	-	-	0	0	6,000	6,000
Total Multi Family	**-**	**-**	**37,788**	**37,788**	**143,480**	**219,056**

Level	**Building 2**	**Building 4**	**Building 5**	**Building 6**	**Building 7**	**Building 7a**	**Building 7b**	**Total SF**
1st Floor Retail	12,596	12,596	-	-	-	-	-	25,192
2nd Floor Office	15,360	15,360	-	-	-	-	-	30,720
Total	**27,956**	**27,956**	**-**	**-**	**-**	**-**	**-**	**55,912**

Retail	**Grocer**	**M**	**N**	**O**	**P**	**Q**	**R**	**S**	**Total SF**
Gross SF	**54,954**	**5,600**	**6,000**	**6,000**	**6,000**	**6,000**	**6,000**	**6,000**	**96,554**

Outparcel	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**Total SF**
Planned Use	Full-Service	FF | Coffee	Retail	Retail	Retail	Retail	Jewel Box	Retail	Retail	Retail	
Gross SF	**3,575**	**2,905**	**4,000**	**5,470**	**5,470**	**5,470**	**1,625**	**4,000**	**2,905**	**3,575**	**38,995**

Retail Total	**160,741**				
1st Floor Retail	25,192				
Retail	96,554				
Outparcel	38,995				
Office Total	**30,720**				
Multifamily Total	**219,056**	**Unit Count**	**Gross SF/Unit**	**Efficiency Factor**	**Avg. Net Rentable**
Multifamily	Info	**209**	**1046**	**0.82**	**858**
Parking Total	**1,512**	**SF Base**	**Spaces per 1,000 SF**		
Parking	Info	**410,517.00**	**3.7**		

55+ | LAYOUT

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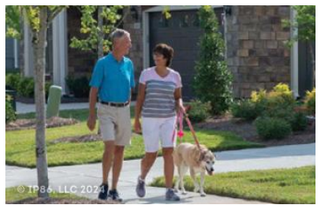
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WALDRON RD
DOBSON KNOB TRL
SINGLE FAMILY
RESIDENTIAL

55+ | UNIT COUNT

Multi Family Active Adult					
Unit Type	**% Mix**	**Unit Count**	**Net Rentable**	**Total Net Rentable**	**% of Total SF**
Studio	0.00%	0	622.00	0	0.00%
One Bedroom	0.00%	0	726.00	0	0.00%
Two Bedroom	0.00%	0	1,350.00	0	0.00%
XL - Large 2 BR / 3 BR	0.00%	0	1,350.00	0	0.00%
	0.00%	**0**		**0**	

Gross SF Factor	**1.25**
Project Gross SF	**0**
Parking Total	**0**

Single Family 55+						
Unit Type	**% Mix**	**Unit Count**	**Net Rentable**	**Total Net Rentable**	**% of Total SF**	**Parking**
Single Family	100.00%	27	3,200.00	86,400	100.00%	Garage and driveway
	100.00%	**27**		**86,400**		

Townhome 55+						
Unit Type	**% Mix**	**Unit Count**	**Net Rentable**	**Total Net Rentable**	**% of Total SF**	**Estimated Parking**
Townhome	100.00%	28	2,100.00	58,800	100.00%	Garage and driveway
	100.00%	**28**		**58,800**		

Amenities	SF
Amenities	5,000.00
	5,000.00

Total Phases		Single Family	Townhome	Total	
Multifamily	Units	27	28	**55**	
	Unit Mix	49.09%	50.91%	**100.00%**	**Average Unit SF**
	Total Gross SF	86,400	58,800	**150,200**	**2640.00**
	Total Net SF	86,400	58,800	**145,200**	
Parking				**0.00**	

COMBINED DEVELOPMENT SUMMARY

Northern 55+ Parcel: For Rent

Unit Type	% Mix	Unit Count	Average Unit SF	Total Net SF	% of Total Net SF	Total Gross SF	Parking
Multifamily Active Adult	79.55%	140	924	129,304	72.44%	161,630	162
Villa Active Adult	15.91%	28	1,386	38,800	21.74%	38,800	12
Townhome Active Adult	4.55%	8	1,300	10,400	5.83%	10,400	0
Amenities	0.00%	0	0	0	0.00%	7,000	0
	100.00%	**176**		**178,504**		**217,830**	**174**

Northern Residential

Unit Type	% Mix	Unit Count	Average Unit SF	Total Net SF	% of Total Net SF	Total Gross SF	Parking
Single Family	4.12%	16	2,920	46,720	10.50%	54,400	32
Townhome	10.82%	42	2,658	111,636	25.10%	131,796	126
Multifamily Quadrant 1	44.33%	172	847	145,660	32.75%	160,570	279
Multifamily Quadrant 2	24.23%	94	911	85,680	19.26%	94,090	162
Multifamily Quadrant 3	16.49%	64	861	55,084	12.38%	60,670	104
Amenities	0.00%	0	0	0	0.00%	11,416	0
	100.00%	**388**		**444,780**		**512,942**	**703**

Southern Multi Family

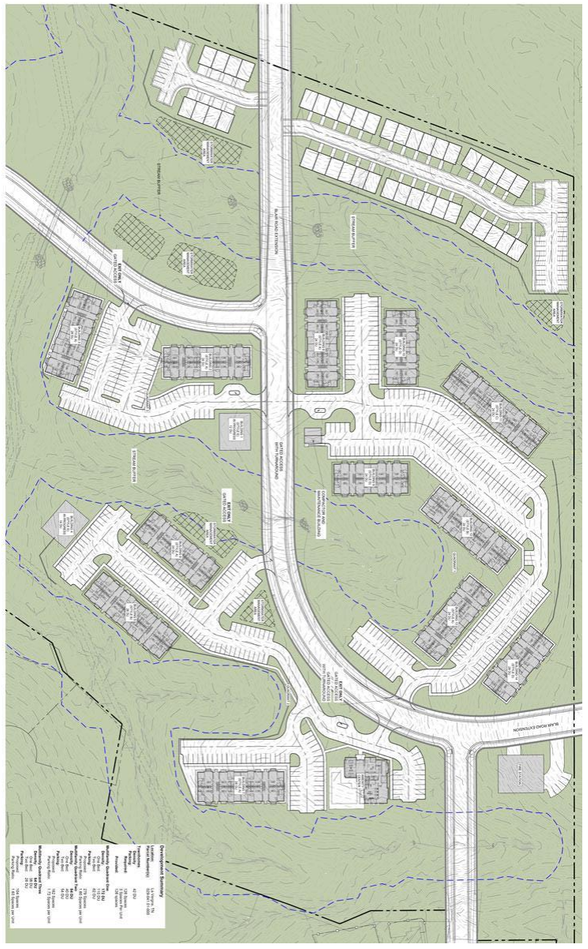
Unit Type	% Mix	Unit Count	Average Unit SF	Total Net SF	% of Total Net SF	Total Gross SF	Parking
Studio	10.00%	26	610	15,738	7.29%	19,673	26
One Bedroom	35.00%	90	720	65,016	30.11%	81,270	90
Two Bedroom	45.00%	116	920	106,812	49.46%	133,515	174
Three Bedroom	10.00%	26	1,100	28,380	13.14%	35,475	52
	100.00%	**258**		**215,946**		**269,933**	**342**

Southern 55+ Parcel: For Sale

Unit Type	% Mix	Unit Count	Average Unit SF	Total Net SF	% of Total Net SF	Total Gross SF	Parking
Single Family	49.09%	27	3,200	86,400	59.50%	86,400	Garage and driveway
Townhome	50.91%	28	2,100	58,800	40.50%	58,800	Garage and driveway
Amenities	0.00%	0	0	0	0.00%	5,000	0
	100.00%	**55**		**145200**		**150,200**	**0**

		N 55+ (Rent)	N Residential	S Mixed Use	S 55+ (Sale)	Total	
Residential	Units	176.00	388.00	258.00	55.00	**877.00**	
	Total Gross SF	217,830	512,942	269,933	150,200	**1,150,905**	**Average Unit SF**
	Total Net SF	178,504	444,780	215,946	145,200	**984,430**	**1312.32**
Office	Total Gross SF	0	0	30,720	0	**30,720**	
Retail	Total Gross SF	0	0	105,787	0	**105,787**	
Grocery	Total Gross SF	0	0	54,954	0	**54,954**	
Parking		174	702.64	1,716.38	0.00	**2,593.02**	

OPEN SPACE - NORTH



REQUIRED OPEN SPACE:
20% Open Space

PROVIDED OPEN SPACE:
+/- 25% Open Space

The South Waldron Mixed Use Site will transform over 25% of its area into thoughtfully designed open space, fostering a welcoming environment for residents and visitors alike. This extensive open space will include a mix of pocket parks, communal green areas, village greens, and natural buffers around existing tributaries. Recreational trails will wind through these green spaces, connecting the community with preserved natural stream buffers and enhancing accessibility to outdoor areas.

Central to the development, the Amenity Center will serve as a community hub, providing a variety of recreational and social amenities. Residents will enjoy a community clubhouse and cabana, a large pool with a sun deck, playgrounds, outdoor fire pits, and convenient access to a comprehensive walking trail network that spans the community. This center will offer ample outdoor seating areas, providing spaces for relaxation and community gatherings, as well as a dedicated playground for children.

In the heart of the mixed-use town center, a pedestrian-friendly network of sidewalks and trails will link the central village green with other community features. Retail jewel boxes, positioned along a central median, will create a dynamic retail experience, while pedestrian zones and robust streetscapes dotted with retail outlets and dining terraces will enrich the community's social scene. This interconnected design will encourage foot traffic, promoting a vibrant, accessible town center where residents can shop, dine, and enjoy outdoor areas in a cohesive, lively environment.

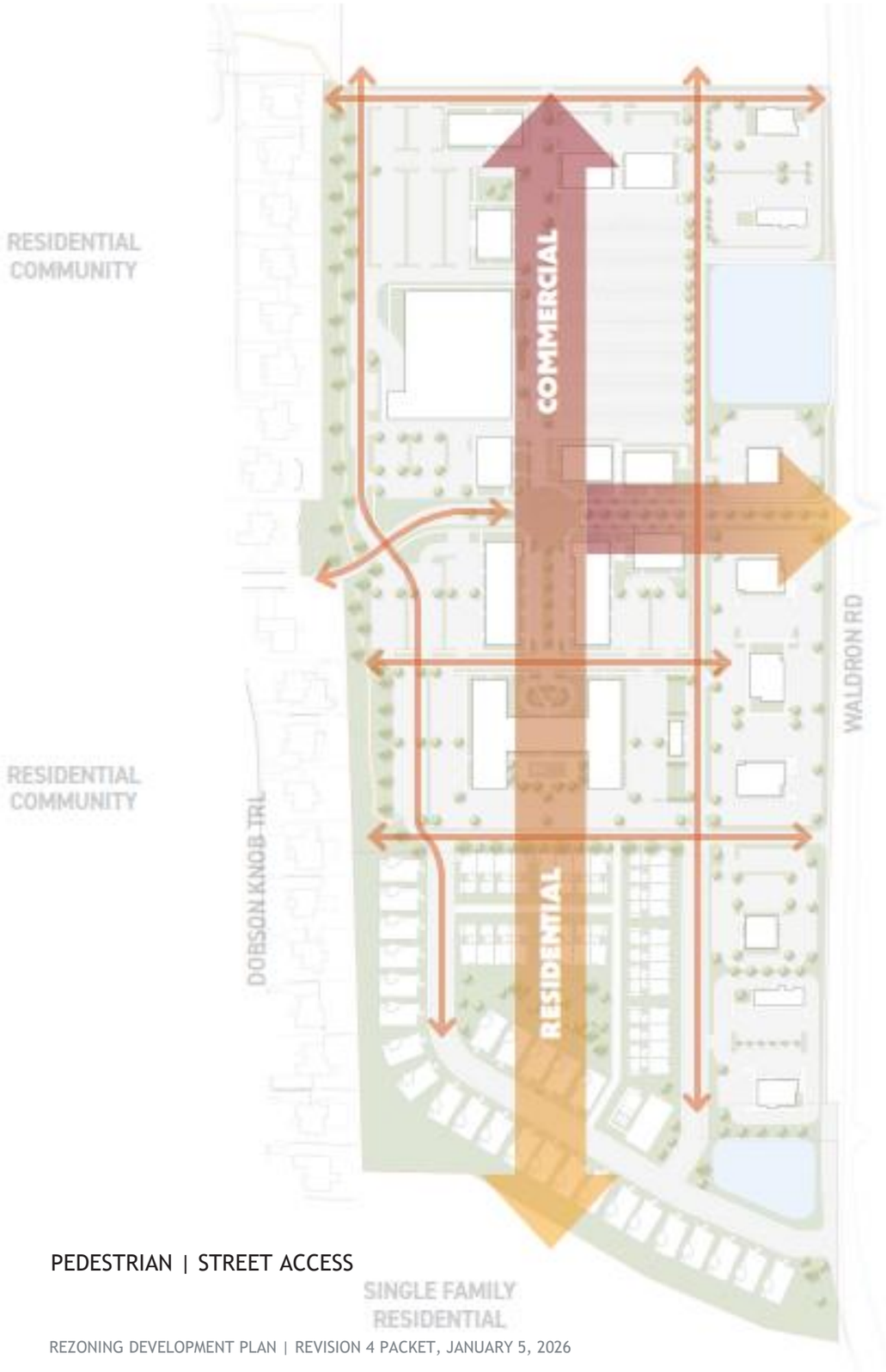
OPEN SPACE EXHIBIT

CONNECTED - FOCUSED VISION

COMMUNITY CULTURE CONNECTIVITY SCALE ART NATURE

PEDESTRIAN | STREET ACCESS

CONNECTED MIXED USE VISION



PEDESTRIAN | STREET ACCESS

SECONDARY CIRCULATION PATH

COMMERCIAL + RESIDENTIAL GRADIENT

VEHICULAR STREET ACCESS

The South Waldron Mixed Use Site has been strategically designed to integrate seamlessly with existing and planned infrastructure, promoting strong vehicular connectivity and accommodating anticipated traffic demands on key thoroughfares. The site will benefit from access to both the current and proposed improvements on Waldron Road and the future Blair Road Extension. To support traffic flow, the design incorporates primary, secondary, and tertiary street patterns within the development.

With the increased traffic expected from the South Waldron development, both Waldron Road and Blair Road are poised for enhancements by the City of La Vergne. Waldron Road is set to become a 3-lane roadway through realignment, with potential expansion to 5 lanes in the future, ensuring capacity for projected vehicular demands. Blair Road improvements include widening to 3 lanes, along with the installation of a traffic signal at the Waldron Road intersection. Additionally, Lake Road will be realigned to intersect with Waldron Road, facilitating smoother transitions and access points.

The South Waldron Mixed Use Site will feature four residential access points and include five commercial entrances onto Waldron and Blair Roads, equipped with designated travel lanes for efficient ingress and egress. An internal street network will promote connectivity within the development, as well as link to the surrounding roadways, providing accessible routes throughout.

All infrastructure will meet City of La Vergne Standards, with any deviations requiring approval from the City Engineer, ensuring that the development aligns with local regulations and supports community growth effectively.

EPco

OPEN SPACE - SOUTH

The South Waldron Mixed Use Site will transform over 25% of its area into thoughtfully designed open space, fostering a welcoming environment for residents and visitors alike. This extensive open space will include a mix of pocket parks, communal green areas, village greens, and natural buffers around existing tributaries. Recreational trails will wind through these green spaces, connecting the community with preserved natural stream buffers and enhancing accessibility to outdoor areas.

Central to the development, the Amenity Center will serve as a community hub, providing a variety of recreational and social amenities. Residents will enjoy a community clubhouse and cabana, a large pool with a sun deck, playgrounds, outdoor fire pits, and convenient access to a comprehensive walking trail network that spans the community. This center will offer ample outdoor seating areas, providing spaces for relaxation and community gatherings, as well as a dedicated playground for children.

In the heart of the mixed-use town center, a pedestrian-friendly network of sidewalks and trails will link the central village green with other community features. Retail jewel boxes, positioned along a central median, will create a dynamic retail experience, while pedestrian zones and robust streetscapes dotted with retail outlets and dining terraces will enrich the community's social scene. This interconnected design will encourage foot traffic, promoting a vibrant, accessible town center where residents can shop, dine, and enjoy outdoor areas in a cohesive, lively environment.

OPEN SPACE EXHIBIT

REQUIRED OPEN SPACE:
20% Open Space

PROVIDED OPEN SPACE:
+/- 25% Open Space

SUMMARY OF PDR VARIANCES & DECLARATIONS

General

Building Height

- 4 Story Buildings (exceeding 35’ in height)

Retaining Walls

- No Restriction on max height of retaining walls.

Residential

Parking (Gated & Un-Gated)

- Townhomes 3 spaces per unit
- Multifamily 1.6 Spaces per unit across unit mix
- Parking spaces will be a minimum of 9x18
- Option of on street parking where appropriate
- Landscape Islands placed at ends of parking rows with standard canopy trees

Building Materials

- Façades to exceed minimum 50% combination of Brick, Stone, Fiber Cement, or Concrete product excluding windows, trim, and doors

Parking

- Parking spaces will be a minimum of 9x18

Zoning

- Change underlying from R-1 to R-3

Commercial

Parking

- Parking spaces will be a minimum of 9x18
- Option of on street parking where appropriate
- Landscape Islands placed at ends of parking rows with standard canopy trees

Building Materials

- Commercial façades visible from a public street to have a minimum 50% use primary materials: brick, stone, decorative concrete or glass.

Declarations:

Access

- Twinning Station will, at its own expense, install light at main intersection across from Snowdrop Ave on Waldron Rd.

Future Easements

- Twinning Station acknowledges and agrees to work with city if future utility easements are required to cross undeveloped or open areas of the development

DEVELOPMENT STANDARDS

RESIDENTIAL

Uses Permitted:

- Single family detached homes shall be on its own lot of record and sold fee simple.
- Townhomes shall be its own land record as fee simple or horizontal property regime.
- Multifamily dwelling units shall be for rent.

Residential Development Standards:

- Entrances off Waldron Road and Blair Road shall have new entrance signage constructed of masonry materials and anchored by landscaping.
- Building heights shall not exceed 4 stories in height.
- Builders shall install sod and landscaping along foundations of all primary and secondary front yards along R.O.W.s of all buildings. Seed/Straw will be installed on the side and rear foundations of all buildings.
- All townhome buildings shall be comprised of fifty percent masonry and brick.
- All mechanical equipment (i.e. HVAC and transformers) to be screened and located in the rear/side of all units.
- All on-site utilities shall be underground.
- All unit types will be serviced by a 3rd party trash company.
- Prior to construction plan review, a complete and thorough design of the stormwater management system and facilities will be completed.
- Parking for the residential units will comply with the City of La Vergne requirements.
- Residential units shall have a mix of concrete and asphalt driveways.
- All streets will be classified as a mix of public rights-of-way or private drives.
- All streets have been designed to comply with City of La Vergne Streets Standards.
- Public sidewalks will be provided on both sides of all public streets throughout the development to create a pedestrian friendly community. There will also be pedestrian connections between the residential portion of the development to the mixed uses town center.
- Mail service will be provided via CBU.
- Decorative streetlights will be coordinated with MTEMC.
- All homeowners shall be required to be a member of the H.O.A.
- As a member of the H.O.A., the residents shall be subject to restrictive covenants, and be required to pay membership dues as determined by a 3rd party management company.
- HOA will be managed by independent 3rd party management company.
- The common areas will be owned and maintained by an H.O.A.
- All infrastructure shall comply with City of La Vergne Standards. Any exceptions must be approved by the City Engineer.
- Fencing shall be constructed of durable materials. Wooded and chain-link fences are prohibited.
- All parking shall be located at least 10-feet from the public R.O.W. along Waldron and Blair Road.
- All parking areas to be screened from public rights-of-way by landscaping or in combination with berms.
- A mix of Type 1 & Type 2 Transitional Screening applications shall be provided at the perimeter edges of the proposed development and as identified/labeled.
- Monument signage shall be placed no closer than 5-ft to the R.O.W. along Waldron and Blair Roads.
- Monument signage shall have materials consistent with the building architecture and be accented with landscaping. Signage lighting will be exterior or push-thru style illumination. Signage shall comply with applicable zoning ordinance at the time of request.
- All mechanical equipment located on the ground (i.e., hvac and transformers) to be screened with landscape or fencing. If mechanical equipment is located on the roof, then they shall be screened from view.
- Any solid waste enclosures shall be constructed of materials consistent with building architecture, be at least 8-feet tall, with opaque gates, and shall be screened with landscaping. Solid waste collection service shall be provided by a private hauler.
- All on-site utilities will be underground.
- On-site lighting will comply with the LZ-2 standards outlined in the Model Lighting Ordinance by the International Dark-Sky Association to prevent light pollution and provide safety for patrons and employees.
- Parking will comply with the City of La Vergne Zoning Ordinance for the allowable uses outlined to the right. Shared parking shall be implemented as needed/requested.
- All parking will have curbing.
- Fencing shall be constructed of durable materials. Wooded and chain-link fences are prohibited.

- Multi-Family: 26% Brick/Stone, 55% Fiber Cement, and 19% Glazing/Door's material, with natural wood accents for exterior materials. Building elevations exampled provided in slide. Note, the long faces carry most of the masonry, so the buildings look to have more masonry than as calculated.
- Townhomes: 60% Fiber Cement Board and 40% masonry/stone with natural wood accents for the exterior materials.
- Single Family Homes: 20% Fiber Cement Board and 80% masonry/stone, with natural wood accents for the exterior materials.
- Masonary shall include traditional brick as available in a variety of sizes such as modular, standard, queen, utility, and monarch.
- Stone shall include the following: natural stone products, stone veneer, and panelized stone.
- Cemntitious products shall include the following: Allura, LP Smartside, GAF Weatherside, James Hardie, Nichiha, and Certain Teed. Each of these products have offer lap siding, panel siding, plank siding, shingle/shak siding, trim boards, and soft boards.

- 55+ Single Family: Home facades shall be constructed of 100% Masonry. Masonry shall include Fiber Cement Siding, Brick, Stone, or Concrete product. Stucco and exterior insulation and finish systems (EIFS) are not considered masonry. This design standard will allow for farmhouse style homes with a broader color palette in addition to more traditional masonry style homes.

COMMERCIAL

While the exact uses for the commercial properties are unknown at this time, the allowable uses for this development are listed below. The list of allowable uses is based on the allowable uses listed under (C-2) Highway Service District and (C-3) Neighborhood Service Business District in the current zoning ordinance. Therefore, additional standards for those anticipated uses have been outlined below. The proposed sites will provide for adequate parking (including shared parking), vehicular and pedestrian circulation, solid waste management, stormwater management and landscaping.

Uses Permitted:

- Convenience retail sales and services
- Consumer Repair Services
- Financial, insurance, real estate and consulting services
- Food and beverage services
- Food Service (take out and drive-thru)
- Animal Care & Veterinarian (provided no outside housing of animals)
- General business services
- General personal services
- General retail trade
- Medical Services
- Professional Services (not otherwise listed)
- Religious facilities
- Daycare
- Grocery Stores
- Gasoline Station (including beer and tobacco sales)
- Beauty Parlor
- Barbershops
- Hardware Store
- Drug Store & Pharmacy
- Liquor Store
- Hotel
- Professional Office

Uses Prohibited:

- Bus transit station
- Bus or truck vehcile repair, meaintenance or storage facility
- Building materials and farm equipment sales
- Concrete or asphalt plant
- Rock quarry
- Residential homes leased on a short-term basis of less than 30 days, such as VRBO and Air B&B, but hotels and motels are expressly permitted
- Automobile sales, rental (other than as part of a hote's services) and delivery, aircraft dealers, boat dealers, recretaional and utility trailer dealers
- Wholesale sales
- Plant and forest nurseries
- Mortuaries, crematoriums and funeral homes
- Self-Storage, Mini Storage and Mini-Warehousing
- Outside kennels/Stables
- Manufacturing, Industrial and Warehousing
- Sporting and recreational vehcile campgrounds and tracks
- Automotive Repairs & Service
- Cellular Towers over 25' tall
- Automotive wrecking & recycling
- Junk or salvage yards
- Vehicle Storage Areas
- Truck Terminals
- Automotive, marine craft, aircraft and accessories
- Self-Service Laundries
- Marijuana Dispensoary and/or Marijuana Paraphernalia
- Beer & Tobacco Store (but specifically excluding convenience retail sales, grocery, and services)
- Vape/CBD Tattoo or Check Cashing Store
- Hookah Lounge *
- Extended Stay Hotel **

Commercial Development Standards:

- Building heights shall not exceed 4 stories in height.
- All parking shall be located at least 10-feet from the public R.O.W. along Waldron and Blair Road.
- All parking areas to be screened from public rights-of-way by landscaping or in combination with berms.
- A mix of Type 1 & Type 2 Transitional Screening applications shall be provided at the perimeter edges of the proposed development and as identified/labeled.
- Drive-thru windows shall be permitted for uses such as restaurants, financial institutions, dry cleaners, etc.
- Commercial buildings shall have a well-defined architectural base by use of different materials, colors or change in pattern or a combination of these techniques.
- Building elevations will have articulation or multiple building planes to promote quality architecture, and main entrances that are well defined and easily recognizable.
- Buildings shall have a minimum of 3' of foundation planting, except where access for drive-through windows are needed.
- The commercial lots shall have a pedestrian network that connects to Waldron Road and Blair Road. There will also be pedestrian connections between the residential portion of the development from the commercial property.
- Monument signage shall be placed no closer than 5-ft to the R.O.W. along Waldron and Blair Roads.
- Monument signage shall have materials consistent with the building architecture and be accented with landscaping. Signage lighting will be exterior or push-thru style illumination. Signage shall comply with applicable zoning ordinance at the time of request.
- Building signage shall follow standards outlined in the City of La Vergne sign ordinance.
- All mechanical equipment located on the ground (i.e. hvac and transformers) to be screened with landscape or fencing. If mechanical equipment is located on the roof, then they shall be screened from view.
- Any solid waste enclosures shall be constructed of materials consistent with building architecture, be at least 8-feet tall, with opaque gates, and shall be screened with landscaping. Solid waste collection service shall be provided by a private hauler.
- All on-site utilities will be underground.
- On-site lighting will comply with the LZ-2 standards outlined in the Model Lighting Ordinance by the International Dark-Sky Association to prevent light pollution and provide safety for patrons and employees.
- Parking will comply with the City of La Vergne Zoning Ordinance for the allowable uses outlined to the right. Shared parking shall be implemented as needed/requested.
- All parking will have curbing.
- Commercial lots will not be a part of the residential H.O.A.
- Commercial lots that utilize communal facilities shall be part of an owner's organization responsible for the care and upkeep of shared drainage, parking, etc.
- Fencing shall be constructed of durable materials. Wooded and chain-link fences are prohibited.
- Commercial will be 35% Brick/stone and 65% Fiber Cement Board with natural wood accents.

* Hookah Lounge shall be further defined as any establishment, business, or premises, whether operated for profit or not, where customers, patrons, members, or other persons are permitted or allowed to smoke, inhale, vaporize, or otherwise consume tobacco, shisha, herbal substances, synthetic substances, or any similar product or material through a hookah, waterpipe, or any similar device, whether provided by the establishment or brought in by the patron. The term “hookah lounge" includes, but is not limited to, establishments where such activity occurs as the primary or ancillary use, regardless of whether food, beverages, or entertainment are also offered. For purposes of this definition, it shall be irrelevant whether the products consumed contain nicotine or other controlled substances, and whether the devices used are personal or communal.

** Extended Stay Hotels shall be further defined as any building, group of buildings, or portion thereof, designed, used, maintained, advertised, or offered for occupancy by guests or tenants for temporary lodging or residence, where individual units are equipped with kitchen facilities, kitchenettes, or any type of cooking appliance or equipment, and where accommodations are rented, offered, or intended to be rented for periods of more than seven (7) consecutive days, or where the business model, pricing structure, or operational policies are designed to encourage or accommodate occupancy for more than seven (7) consecutive days. This definition applies regardless of the actual duration of any individual guest's stay, and includes any facility that offers weekly rates, discounts for extended stays, or marketing directed toward business travelers, temporary workers, relocating residents, or others seeking accommodations for more than seven (7) days. The presence of housekeeping, concierge, hotel licensing, or transient occupancy tax status does not exempt a facility from classification as an extended stay hotel.

EPco

ITEM REPORT

Board of Mayor and Aldermen

Date: April 2, 2026

Item #: 8.	**Resolution #2026-11** - A Resolution of the City of La Vergne Board of Mayor and Aldermen to Declare Property Owned by the City to be Surplus to the City's Needs and Directing Disposal of the Same.		
Department:	City Administrator	**Presented By:**	Bruce Richardson
Item Attachments:	1. Resolution #2026-11 - Declare Property as Surplus and Direct Disposal of the Same		

Purpose:
This resolution will authorize items to be declared as surplus to the city's needs and to be sold for scrap.

Background:
In Section 1 of the resolution, we have a piece of furniture from the emergency communications area of the Police Department which is no longer needed because of the improvements that that area is undergoing. The second item is the Public Works scrap metal dumpster which is full.

In Section 3 there are various items from Public Works that are no longer in good working order and will be placed for sale on GovDeals.

Financial Summary:
It is unknown how much the city will receive from the sale of the items as scrap or from the potential sale on GovDeals.

Staff Recommendation:
Staff recommends approval.

RESOLUTION #2026-11

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

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

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

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

Item	Description	VIN / Serial Number
Police Department		
4 desks (interlocking)	4 desk system utilized in emergency communications	N/A
Public Works Department		
Scrap Metal	Scrap metal	N/A

Section 2. City Administrator directed to dispose of surplus property. In compliance with Section 11.05 of the City of La Vergne Purchasing Policy (Ordinance #2023-01), the City Administrator is hereby authorized to allow the items enumerated in Section 1 of this Resolution to be sold for scrap.

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

Item	Description	VIN / Serial Number
Public Works Department		
Northstar 106471F High Pressure Water Pump	High pressure water pump, not working.	02174397

Westinghouse WGen9500DF	Duel Fuel Generator, not working, motor burned out.	95B0721B26073
Coleman Powermate Generator	Coleman PM0535202.02 generator, not working, motor burned out.	85540583
Echo CS-620P Chainsaw	Echo 20” chainsaw, not working.	N/A
Husqvarna 576-HD Chainsaw Body	Husqvarna 576-HD chainsaw body, not working.	JHVXS0745AC
Acetylene Torch with Tank and Goggles	Acetylene torch with tank and goggles, wear and tear damage, rust, unknown if torch or tanks work.	N/A
Pallet of Extra/Replacement Parts	Pallet of random extra/replacement parts, wear/tear damage, rust and unknown condition.	N/A

Section 4. City Administrator directed to dispose of surplus property. In compliance with Section 11.05 of the City of La Vergne Purchasing Policy (Ordinance #2023-01), the City is hereby directed to conduct a public auction for the sale of the surplus items enumerated in Section 3 of this Resolution. If said auction does not result in an acceptable bid, the City Administrator is authorized to sell any unsold items of surplus property for scrap, or at his option, have the items disposed of as solid waste.

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

Resolved this the 7th day of April, 2026.

CITY OF LA VERGNE, TENNESSEE

_____
Jason Cole, Mayor

ATTEST:

_____
Joshua Miller, City Recorder

CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

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

Item Description:

Year: 2013??	Manufacturer: Eaton	Model #:
Serial Number:		
Description of Use: Four desk system utilized in emergency communications		

Color:	Silver/gray	Size (L x W x H):	19'8" x 12'9" x 7'2"
Material:	☐ Cloth ☐ Vinyl ☐ Leather ■ Metal ■ Plastic ■ Wood ☐ Rubber		

Working Condition:

☐ Operable	■ NOT Operable	☐ Parts Only	■ Needs Repair	☐ Unknown Condition
# of Hours: 735,840	Equipment was maintained every:			☐ Hours ☐ Days
Damage:	■ Major Damage	☐ Minor Damage		
Explain Damage or Repairs Needed: work surfaces unsteady and unable to be repaired. Sit/stand feature no longer works. This is a desk "system" and unable to be sold as a single desk				

Hazardous Material:

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

Sale Information:

Reason property is no longer needed:	updating communications room
Current Estimated Value:	scrap price
Suggested Minimum Sale Price:	
Location of Property:	currently in communications, will be removed week of April 20
For more information, contact:	Erin Speck

Department Information:

Your Name: Erin Speck	Department: Police- Communications
Signature: Erin Speck	Date: 3.17.24

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution #_____ Date: _____

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

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

CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

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

Item Description:

Year: NA	Manufacturer: NA	Model #: NA
Serial Number: NA		
Description of Use: SCRAP MATAL		
Color: NA	Size (L x W x H): NA	
Material: ☐ Cloth ☐ Vinyl ☐ Leather ■ Metal ☐ Plastic ☐ Wood ☐ Rubber		

Working Condition:

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

Hazardous Material:

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

Sale Information:

Reason property is no longer needed:	
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	
For more information, contact:	

Department Information:

Your Name: JAMES PHILLIPS	Department: PUBLIC WORKS
Signature:	Date: 3/9/2026

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution #_____ Date: _____

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

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

30R02
For Service Call
615-988-3550

30RC2
For Service Call
615-988-3550

CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

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

Item Description:

Year: UNK	Manufacturer: NORTHSTAR	Model #: 106471F
Serial Number: 02174397		
Description of Use: HIGH PRESSURE WATER PUMP		
Color: BLACK / RED / SILVER	Size (L x W x H):	25" X 18" X 21"
Material: ☐ Cloth ☐ Vinyl ☐ Leather ■ Metal ■ Plastic ☐ Wood ☐ Rubber		

Working Condition:

☐ Operable	■ NOT Operable	■ Parts Only	☐ Needs Repair	☐ Unknown Condition
# of Hours:	Equipment was maintained every:		☐ Hours	☐ Days
Damage:	■ Major Damage	☐ Minor Damage		
Explain Damage or Repairs Needed: DOES NOT WORK. MOTOR BURNT OUT. UNKNOWN DAMAGE.				

Hazardous Material:

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

Sale Information:

Reason property is no longer needed:	DOES NOT WORK. REPLACED
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	
For more information, contact:	JAMES PHILLIPS. JPHILLIPS@LAVERGNETN.GOV. 615-287-8664

Department Information:

Your Name: JAMES PHILLIPS	Department: STORM WATER
Signature:	Date: 3/20/2026

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution #_____ Date: _____

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

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

HONDA
GX
270

CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

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

Item Description:

Year: UNK	Manufacturer: WESTINGHOUSE	Model #: WGEN9500DF
Serial Number:		
Description of Use: DUEL FUEL GENERATOR		

Color:	BLACK / BLUE	Size (L x W x H):	28" X 27" X 26"
Material:	☐ Cloth ☐ Vinyl ☐ Leather ■ Metal ■ Plastic ☐ Wood ☐ Rubber		

Working Condition:

☐ Operable	■ NOT Operable	■ Parts Only	☐ Needs Repair	☐ Unknown Condition
# of Hours:	Equipment was maintained every:		☐ Hours	☐ Days
Damage:	■ Major Damage	☐ Minor Damage		
Explain Damage or Repairs Needed: DOES NOT WORK. MOTOR BURNT OUT. UNKNOWN DAMAGE.				

Hazardous Material:

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

Sale Information:

Reason property is no longer needed:	DOES NOT WORK. REPLACED
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	
For more information, contact:	JAMES PHILLIPS. JPHILLIPS@LAVERGNETN.GOV. 615-287-8664

Department Information:

Your Name: JAMES PHILLIPS	Department: STORM WATER
Signature:	Date: 3/20/2026

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution #_____ Date: _____

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

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

9500/12500
8500/11200

9500/12500
8500/11200
Westinghouse
DUAL FUEL WGen9500DF

1-855-944-3571
Westinghouse

CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

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

Item Description:

Year: UNK	Manufacturer: COLEMAN	Model #: PM0535202.02
Serial Number: 85540583		
Description of Use: GENERATOR		

Color:	BLACK	Size (L x W x H):	26" X 20" X 23"
Material:	☐ Cloth ☐ Vinyl ☐ Leather ■ Metal ■ Plastic ☐ Wood ☐ Rubber		

Working Condition:

☐ Operable	■ NOT Operable	■ Parts Only	☐ Needs Repair	☐ Unknown Condition
# of Hours:	Equipment was maintained every:		☐ Hours	☐ Days
Damage:	■ Major Damage	☐ Minor Damage		
Explain Damage or Repairs Needed: DOES NOT WORK. MOTOR BURNT OUT. UNKNOWN DAMAGE.				

Hazardous Material:

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

Sale Information:

Reason property is no longer needed:	DOES NOT WORK. REPLACED
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	
For more information, contact:	JAMES PHILLIPS. JPHILLIPS@LAVERGNETN.GOV. 615-287-8664

Department Information:

Your Name: JAMES PHILLIPS	Department: STORM WATER
Signature:	Date: 3/20/2026

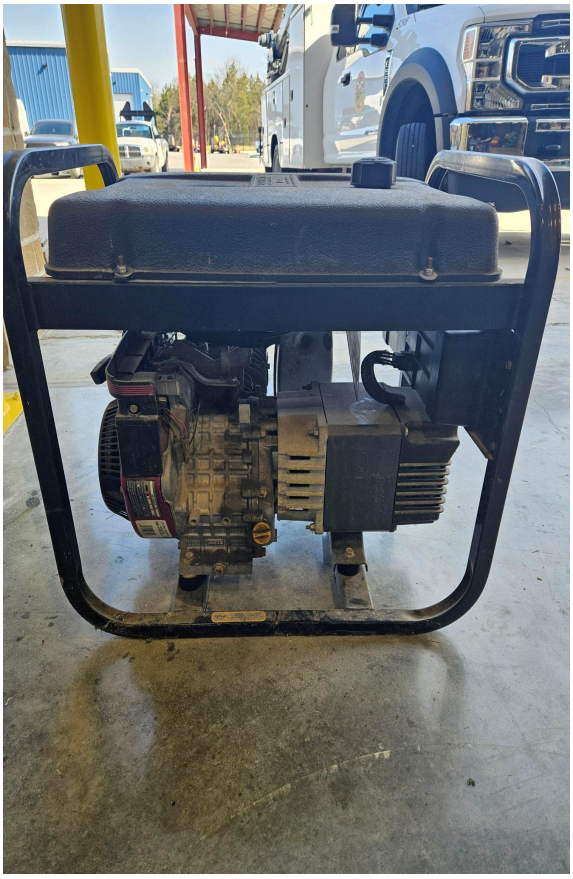
I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution #_____ Date: _____

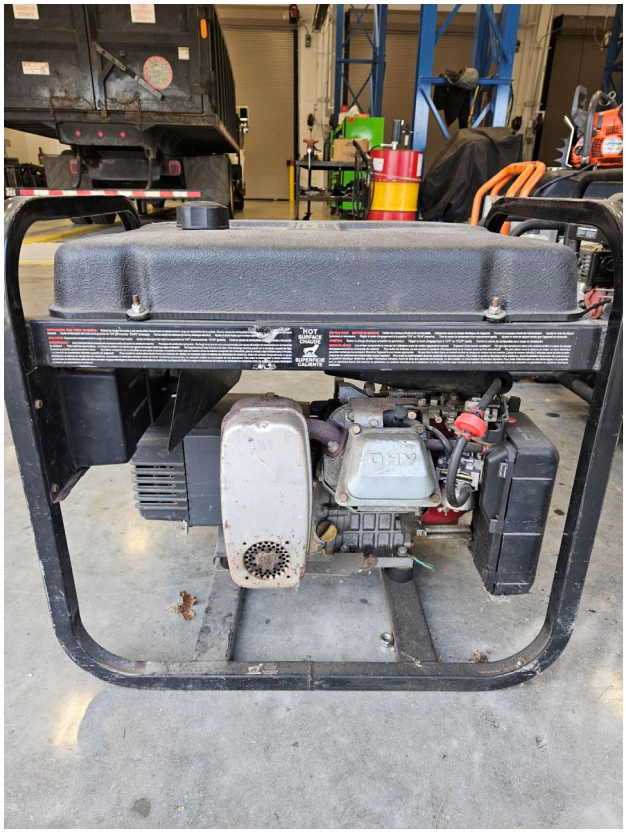
Disposition of Property: ☐ Online Auction ☐ Sold for Scrap ☐ Disposed as Solid Waste

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



Powermate
PRO-GEN
5000

WARNING
VANGUARD



CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

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Item Description:

Year: UNK	Manufacturer: ECHO	Model #: UNK
Serial Number: UNK		
Description of Use: 20" BAR CHAINSAW		
Color: ORANGE / BLACK	Size (L x W x H):	36" X 10" X 11"
Material: ☐ Cloth ☐ Vinyl ☐ Leather ☒ Metal ☒ Plastic ☐ Wood ☐ Rubber		

Working Condition:

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

Hazardous Material:

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

Sale Information:

Reason property is no longer needed:	DOES NOT WORK. REPLACED
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	
For more information, contact:	JAMES PHILLIPS. JPHILLIPS@LAVERGNETN.GOV. 615-287-8664

Department Information:

Your Name: JAMES PHILLIPS	Department: STREET
Signature:	Date: 3/20/2026

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

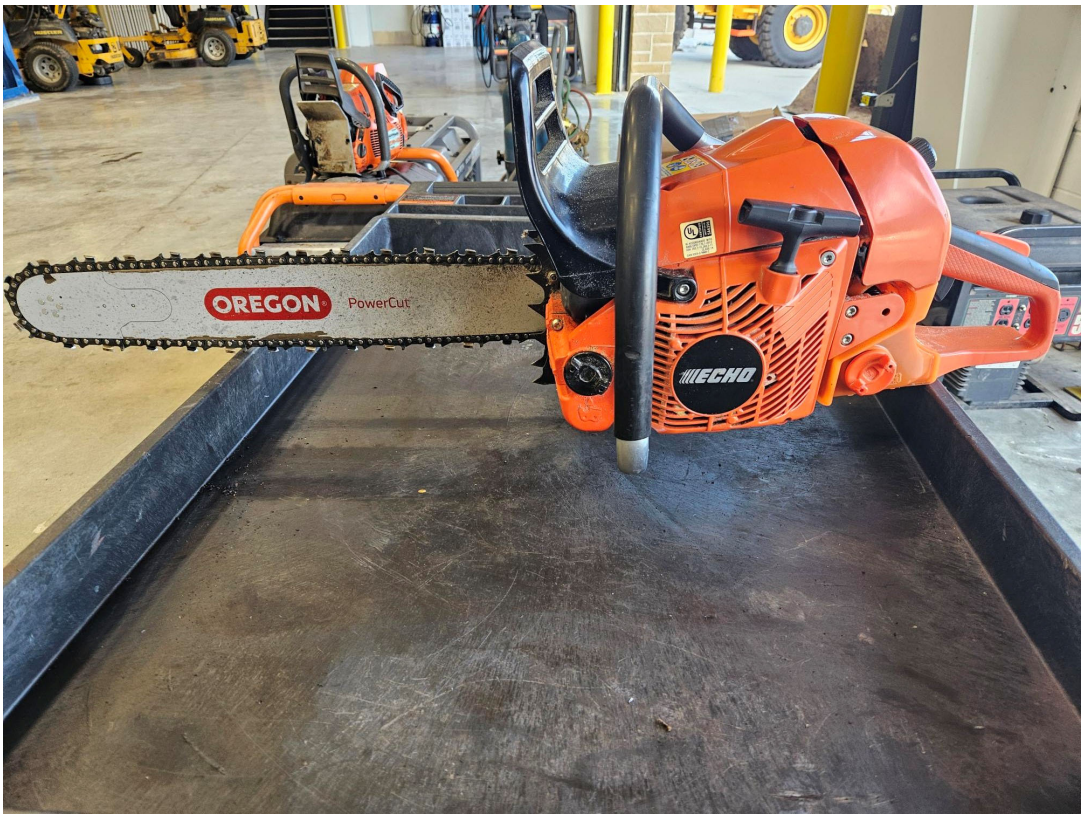
Approved by Resolution #_____ Date: _____

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

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

CS-620P

OREGON
20RNDD196 HR
20"/50cm
.050"/1.3mm
3/8-70
MADE IN CANADA
oregonproducts.com


OREGON
PowerCut
ECHO

CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

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Item Description:

Year: UNK	Manufacturer: HUSQVARNA	Model #: 576-HD
Serial Number: JHVXS0745AC		
Description of Use: CHAINSAW BODY		
Color: ORANGE / BLACK	Size (L x W x H):	20" X 13" X 13"
Material: ☐ Cloth ☐ Vinyl ☐ Leather ■ Metal ■ Plastic ☐ Wood ☐ Rubber		

Working Condition:

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

Hazardous Material:

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

Sale Information:

Reason property is no longer needed:	REPLACED
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	
For more information, contact:	JAMES PHILLIPS. JPHILLIPS@LAVERGNETN.GOV. 615-287-8664

Department Information:

Your Name: JAMES PHILLIPS	Department: FLEET
Signature:	Date: 3/20/2026

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution #_____ Date: _____

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

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

Air Injection
VentMaster
FIRE RESCUE SAWS
576-HD
TEMPEST

TEMPEST TECHNOLOGY CORP.
Part No. TV400-050
Date 073118
Serial No. T050-01373
TEMPEST
VENTMASTER
FIRE & RESCUE SAWS

LaVERGNE
POLICE

VentMaster
FIRE RESCUE SAWS
1-800-346-2143
LFD Station 2

CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

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Item Description:

Year: UNK	Manufacturer: UNK	Model #: UNK
Serial Number: UNK		
Description of Use: ACETYLENE TORCH WITH TANKS AND GOGGLES		
Color: MULTI	Size (L x W x H):	13" X 22" X 40"
Material: ☐ Cloth ☐ Vinyl ☐ Leather ■ Metal ■ Plastic ☐ Wood ■ Rubber		

Working Condition:

☐ Operable	☐ NOT Operable	☐ Parts Only	☐ Needs Repair	■ Unknown Condition
# of Hours:	Equipment was maintained every:		☐ Hours	☐ Days
Damage:	☐ Major Damage	■ Minor Damage		
Explain Damage or Repairs Needed: WEAR AND TEAR. RUST. UNKNOWN CONDITION OF TORCH OR TANKS.				

Hazardous Material:

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

Sale Information:

Reason property is no longer needed:	REPLACED
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	
For more information, contact:	JAMES PHILLIPS. JPHILLIPS@LAVERGNETN.GOV. 615-287-8664

Department Information:

Your Name: JAMES PHILLIPS	Department: STORM WATER
Signature:	Date: 3/20/2026

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution #_____ Date: _____

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

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

CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM

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

Item Description:

Year: UNK	Manufacturer: UNK	Model #: UNK
Serial Number: UNK		
Description of Use: RANDOM PALLET OF PARTS		
Color:	Size (L x W x H):	
Material: ☐ Cloth ☐ Vinyl ☐ Leather ☐ Metal ☐ Plastic ☐ Wood ☐ Rubber		

Working Condition:

☐ Operable	☐ NOT Operable	☐ Parts Only	☐ Needs Repair	■ Unknown Condition
# of Hours:	Equipment was maintained every:		☐ Hours	☐ Days
Damage:	☐ Major Damage	■ Minor Damage		
Explain Damage or Repairs Needed: WEAR AND TEAR. RUST. UNKNOWN CONDITION. REPLACEMENT PARTS				

Hazardous Material:

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

Sale Information:

Reason property is no longer needed:	REPLACED
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	
For more information, contact:	JAMES PHILLIPS. JPHILLIPS@LAVERGNETN.GOV. 615-287-8664

Department Information:

Your Name: JAMES PHILLIPS	Department: FLEET
Signature:	Date: 3/20/2026

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution #_____ Date: _____

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

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

38" X 58"
704
GENERAC XG8000E
EVERCRAFT
776-1005

EVERCRAFT
LIFTING EQUIPMENT
776-1005
CRIC ROULEUR, 2 TONNES

ITEM REPORT

Board of Mayor and Aldermen

Date: April 2, 2026

Item #: 9.	**Resolution #2026-12** - A Resolution to Approve a Land Acquisition Policy for Additional Real Property Interests Needed for the South Waldron Road Widening Project.		
Department:	Engineering	**Presented By:**	Gary Lide
Item Attachments:	1. Resolution #2026-12		

Purpose:
This is a resolution to approve the acquisition of additional properties needed for the South Waldron Road Widening which are required to continue into the next phase of acquisitions.

Background:
On March 04, 2025, the Board of Mayor and Aldermen approved Resolution #2025-04 which outlines the steps to be taken to acquire the property needed for the project. No revisions are required in that document. Due to the size of the project and the large number of tracts, the acquisition process is being phased to allow it to proceed as quickly as possible.

On April 01, 2025, the Board of Mayor and Aldermen approved Resolution #2025-07 which added tracts to the Exhibit 1 document that had been approved with Resolution #2025-04.

On August 07, 2025, the Board of Mayor and Aldermen approved Resolution #2025-17 which added tracts to the Exhibit 1 document that had been approved with Resolutions #2025-04 and #2025-07.

On October 07, 2025, the Board of Mayor and Aldermen approved Resolution #2025-26 which added tracts to the Exhibit 1 document that had been approved with Resolutions #2025-04, #2025-07, and #2025-26.

On February 03, 2026, the Board of Mayor and Aldermen approved Resolution #2026-06 which added tracts to the Exhibit 1 document that had been approved with Resolutions #2025-04, #2025-07, #2025-17, and #2025-26.

JMT, Inc. is now ready to begin the next batch which gets the acquisition into the third phase of the acquisitions. This should be the second to last revision. This revision adds the additional tract acquisitions shown in Exhibit 1.

Financial Summary:
The previous Exhibit 1 documents for the previous batches showed a 'Total Compensation with Improvements' of $3,510,940.00. This latest Exhibit 1 adds $660,990.00 and creates a total value for all batches to date of $4,171,930.00. (See Exhibit 1)

Staff Recommendation:
Staff recommends approval.

RESOLUTION #2026-12

A RESOLUTION TO APPROVE A LAND ACQUISITION POLICY FOR ADDITIONAL REAL PROPERTY INTERESTS NEEDED FOR THE SOUTH WALDRON ROAD WIDENING PROJECT.

WHEREAS, the City of La Vergne (hereinafter, “City”), has undertaken the widening of South Waldron Road from Interstate 24 to Rock Springs Road (hereinafter, “Project”); and

WHEREAS, the Board of Mayor and Aldermen approved a land acquisition policy for the initial property interests needed for this project at the March 4, 2025, April 1, 2025, August 7, 2025, and February 3, 2026 meetings; and

WHEREAS, the acquisition of additional interests in real property are needed for this project and have been identified and are described in Exhibit 1 of this resolution (the, "Real Property Interests"); and

WHEREAS, the City has retained JMT, Inc. (hereinafter, “JMT”), to perform the services described in its contract with the City which is attached hereto as Exhibit 2 of this resolution; and

WHEREAS, the City wishes to adopt a policy for the acquisition of these additional Real Property Interests.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of La Vergne that the policy set forth hereinbelow shall be the policy governing the acquisition of the right-of way and easements necessary for completion of the project.

1. To the extent this policy may conflict with any other land acquisition policy which the City may have previously adopted, this policy shall control with regard to the project identified herein.

2. To the extent that any portion of this policy may conflict with applicable state and/or federal law, regulations, rules and policies, said applicable state and/or federal law, regulations, rules and policies shall control.

3. JMT shall submit title opinion letters and proposed acquisition documents to the City Attorney’s office for its review and approval before the acquisition documents are used to acquire the Real Property Interests.

4. To the extent required by contract or law, JMT shall submit title opinion letters and proposed acquisition documents to any and all state and/or federal officials required to receive the same.

5. JMT shall attempt to acquire the Real Property Interests from the parties

identified as having an interest in the same by offering up to an amount of ten percent (10%) over the appraised value of the Real Property Interests for a voluntary and timely transfer of the property within thirty (30) days of the offer.

6. In the event that JMT is unable to acquire Real Property Interests by the voluntary and timely transfer of the property within thirty (30) days of the offer, JMT shall notify the City Engineer and the City Attorney of the same, whereupon the City Attorney is hereby authorized to condemn the Real Property Interests by eminent domain.

7. This resolution shall take effect immediately, the public welfare requiring it.

Resolved this the 7th day of April, 2026.

_____
Jason Cole, Mayor

ATTEST:

_____
Joshua Miller, City Recorder

EXHIBIT 1

Waldron Road ROW - Phase 3 Batch 2

Tract #	Property Owners	Tax Map	Property Address	Appraised Value	30-day 10% sign bonus	Total Amount Due Owner
53	JOE LAWS JR. & DEBRA LAWS	029-039.00	788 Waldron Road, LaVergne, TN 37086	$200.00	$20.00	$220.00
55	RUSSELL CRAIG MOORE, TRUSTEE OF THE LANNY B. MCGOWAN, JR. TRUST	029O-A-037.00	809 Waldron Road, LaVergne, TN 37086	$1,050.00	$105.00	$1,155.00
57	MICHAEL'S HOMES LLC	029-037.00	774 Waldron Road, LaVergne, TN 37086	$29,100.00	$2,910.00	$32,010.00
59	RANDAL & LISA GRABY	029O-A-035.00	797 Waldron Road, LaVergne, TN 37086	$6,200.00	$620.00	$6,820.00
62	Harding L. Fox & Stephanie L. Fox, Trustees of the First Fruits Foundation Trust	029-036.00	West side of Waldron Rd, +-0.15 miles north of Waldron Rd at Blair Rd	$33,900.00	$3,390.00	$37,290.00
63	JOHNIE & CAROLYN KING	029-035.00	784 Waldron Road, LaVergne, TN 37086	$27,000.00	$2,700.00	$29,700.00
65	WILBERT SWINDELL JR & DESTINY GRAY	029-034.03	770 Waldron Road, LaVergne, TN 37086	$53,900.00	$5,390.00	$59,290.00
69	E.C. SARGENT	029O-E-030.01	767 Waldron Road, LaVergne, TN 37086	$24,600.00	$2,460.00	$27,060.00
70	CHRISTOPHER SEWARD	029-034.02	766 Waldron Rd, LaVergne, TN 37086	$26,000.00	$2,600.00	$28,600.00
71	MITCH & DEANA FREDERICK	029-034.00	762 Waldron Road, LaVergne, TN 37086	$14,300.00	$1,430.00	$15,730.00
73	WILLIAM & KRYSTAL SPEARS	029J-A-026.00	761 Waldron Road, LaVergne, TN 37086	$16,850.00	$1,685.00	$18,535.00
74	ROBERT & PATRICIA LEE	029-033.00	754 Waldron Road, LaVergne, TN 37086	$23,050.00	$2,305.00	$25,355.00
75	VALERIE K. COWAN & VINCE PLUMMER	029J-A-025.00	755 Waldron Road, LaVergne, TN 37086	$12,900.00	$1,290.00	$14,190.00
76	ROSS SHANKLIN & SHARON MARTIN	029J-A-024.00	749 Waldron Road, LaVergne, TN 37086	$28,150.00	$2,815.00	$30,965.00
77	AUDIE & AHMAD HARIRI	029-032.01	704 Waldron Road, LaVergne, TN 37086	$90,850.00	$9,085.00	$99,935.00
78	KEITH & CAROLYN BRYSON	029J-A-023.00	743 Waldron Rd, LaVergne, TN 37086	$33,800.00	$3,380.00	$37,180.00
80	DEBRA P. NEAL	029-032.02	726 Waldron Rd, LaVergne, TN 37086	$85,400.00	$8,540.00	$93,940.00
83	DAVID & JAMIE LEWIS	029-027.02	724 Waldron Rd, LaVergne, TN 37086	$27,950.00	$2,795.00	$30,745.00
84	SANDALES LLC	029-027.00	702 Waldron Road, LaVergne, TN 37086	$18,200.00	$1,820.00	$20,020.00
85	Haskell Dale Holmes & Cindy P. Holmes, Trustees of the D&C Holmes Family Trust	029-027.03	West side of Waldron Road, +-0.65 miles south of Interstate 24	$300.00	$30.00	$330.00
87	DAVID & KIMBERLY BOVE	029G-E-014.01	711 Waldron Rd, LaVergne, TN 37086	$30,650.00	$3,065.00	$33,715.00
91	ABEY TEFERI & LIVA SIMA	029G-E-011.00	308 Oakwood Cove LaVergne, TN 37086	$16,550.00	$1,655.00	$18,205.00
Total Phase 3 Batch 2				$600,900.00	$60,090.00	**$660,990.00**

Exhibit 2

City of La Vergne Tennessee
Professional Services Agreement

Section 1 - Scope

1.01 Overview

Consultant shall provide, either through own or contracted forces, the scope of services defined in Exhibit "A" of this agreement related to the project described as "Right-of-Way Acquisition Consulting for South Waldron Road Widening".

Section 2 - Compensation

2.01 Not to Exceed

The total contract amount shall not exceed one million four hundred seventy five thousand three hundred Dollars and zero Cents ($1,475,300).

2.02- Basis of Compensation

A. Consultant shall be compensated for work performed on a time and materials fee basis per the consultant's fee schedule, attached to this document as Exhibit "B".
B. Consultant shall be compensated for material expenses such as printing, travel, etc. as shown in the consultant's fee schedule, attached to this document as Exhibit "B".
C. Despite referencing the fee schedule, no payment beyond the amount shown in Section 2.01.A will be authorized without an approved change order from the City.
D. Consultant is responsible for all compensation to sub-contracted firms and individuals, according to the scope of services and fee schedules shown in exhibits "A" and "B" respectively.

2.03- Change Orders

A. The not to exceed price may only be modified by a change order approved by the City Board of Mayor and Aldermen.
B. Change orders will only be considered after notification by the Contractor that an increase in the cost ceiling will be required in such cases where the scope changes due to request by the City, project conditions, or significant variation from the needed services is encountered.
C. Change order pricing will be calculated at the rates shown in Exhibit "B" fee schedule.
D. Change orders will be negotiated by City staff and the Consultant to provide an equitable resolution consistent with the project intent.
E. The City is not obligated to accept change orders and services provided outside the scope of the Contract and previously approved change orders will be done at risk to the Consultant.

Section 3 - Schedule

3.01- Schedule

A. Consultant shall provide to the City a schedule of the services to be performed hereto attached as Exhibit "C"
B. The Contract duration is for 730 calendar days with an anticipated date of completion of 31 December 2026.
C. Contract duration shall begin on the date that Notice to Proceed is issued by the City to the consultant
D. The Contract duration and schedule may be modified by mutual agreement by both the City and Consultant if there is no change in the contract amount. Agreement is to be documented with a change order signed by the City's project manager and an authorized employee of the Consultant.
E. If the Contract duration and schedule change results in a change in the contract amount, Consultant must seek a change order pursuant to section 2.03.

3.02 - Notice to Proceed

A. A Notice to Proceed will be issued by the City project manager after the contract is executed by both the City and the Consultant
B. Prior to Notice to Proceed, Consultant attend a meeting with the City and the City's Design Engineer to discuss dates of availability of legal descriptions and legal exhibits
C. Notice to proceed date will be determined based on the dates of availability of legal descriptions and legal exhibits which will be provided by the city
D. Other than preparing for and attending the meeting described in item 3.02 B above, Services provided prior to the notice to proceed will be done at risk to the Consultant

Section 4 - Payment

4.01 - Invoices

A. Consultant shall prepare and submit invoices to the City project manager on a monthly basis beginning on the first full calendar month after notice to proceed is issued, a copy will also be sent to the City finance department as well.
B. Invoices will include the following:
    1. Project Name
    2. Name, address, contact number, and email for consultant
    3. Not to exceed amount, adjusted for change orders
    4. Cumulative paid
    5. Current Billing
    6. Percent complete per task as described in exhibit "B"
    7. Invoice date
    8. Signature block for Consultant project manager

9. Signature block for City project manager
10. One page work summary narrative that outlines progress, project needs, deliverables, schedule updates, and other relevant information

4.03- Payment

A. City will pay approved invoices within thirty (30) days of receipt
B. Invoices more than thirty (30) days past due may have finance fee of 1% applied, fee must be included on new invoice documenting past due status, and fee will not count against the not to exceed amount shown in 2.01.A.
C. Payment for services/materials rendered does not constitute complete acceptance of work performed, only acknowledgement that work was performed on the City's behalf
D. If City fails to pay within sixty (60) days of invoice receipt the Consultant may suspend services until past due balances are paid
E. Payment will not be subject to discount unless approved by both the City and the Consultant

4.04 Disputed Invoices

A. If for any reason the City disputes an invoice, the City will notify the Consultant within fourteen (14) calendar days by email or letter stating the disputed items and amounts
B. The City will pay non-disputed invoiced amounts in accordance with section 4.03

Section 5 - Consultants Responsibilities

5.01- Standard of Care

A. Consultant will provide services in accordance with established precedent, procedure, and professional judgment in accordance with the standard of care and skill exercised by their profession performing its services with that degree of care skill exercised by similar professionals performing similar services at the same time and in the same locale.
B. Consultant will act in a professional manner while undertaking work upon the City's behalf
C. Consultant will communicate frankly and honestly with City staff and elected officials
D. Consultant will not hold the City responsible for the technical accuracy of Consultant deliverable, Consultant will correct deficiencies in technical accuracy without additional compensation

5.02- Work by Others

A. Consultant will hold all sub-consultants, contractors, and manufacturers to the same standard to which they are held, and will be accountable for their conduct and deliverables

B. Consultant may rely upon the services performed by others as ordinarily or customarily furnished, however this will not relieve the consultant of their responsibilities regarding technical accuracy and professional conduct

5.03- Compliance

A. Consultant will comply with applicable local, state, and federal laws in regards to the performance of this Agreement
B. Consultant will comply with any and all policies, procedures, and instructions from the City that are applicable to the Consultant's performance under this agreement to the extent that compliance does not violate the standard of care, any local, state, or federal law, and the standards of professional practice

Section 6- City's Responsibilities

6.01-Project Manager

A. City will provide a project manager whom will act as the City's representative in regards to the Agreement. The project manager for this project will be the City of La Vergne Stormwater Coordinator.
B. The City project manager will assist in scheduling required meetings with staff and elected officials
C. The City project manager will review invoices, project submittals, and provide timely feedback
D. The City project manager will work with the Consultant to arrange access necessary for the advancement of work, such as site visits, city databases, and records to which the city has existing arrangements to utilize

6.02- Information

A. City will furnish any reasonably available information regarding the services provided in a timely manner when requested by the Consultant
B. City will provide any policies, procedures, design requirements, or instructions necessary for the work in a timely manner

6.03- Compliance

A. City will comply with applicable local, state, and federal laws and regulations

Section 7- Work Products

7.01- Deliverables

A. Any study, report, plan, specification, design, map, or other project deliverable both in hard copy and digital formats shall be the property of the City. Any reuse of such documents by City or others on any project other than the project which is the subject

of this Agreement is not advised and shall be done without warranty, representation, or liability to any extent whatsoever on the part of Consultant.

B. The City may share as necessary any project deliverable as required by the Freedom of Information Act if requested through proper channels

C. Consultant may re-use, duplicate, modify, or share work products upon completion unless the sharing of work products presents a security or safety hazard to the City

Section 8- Insurance

8.01- Requirements

A. Consultant will maintain insurance coverage with the following minimum limits

1. Commercial General Liability with standard ISO coverage, two million dollars ($2,000,000) aggregate and one million dollars ($1,000,000) per occurrence
2. Automobile Liability Insurance with standard ISO coverage and combined single limits of one million dollars ($1,000,000)
3. Worker's Compensation Insurance with limits as required by statute and Employer's Liability insurance with limits of five hundred thousand dollars ($500,000) per employee for bodily injury by accident, five hundred thousand dollars ($500,000) per employee for bodily injury by disease, and five hundred thousand dollars ($500,000) policy limit for disease
4. Professional Liability Insurance covering Consultant's negligent acts, errors, or omissions in performance of professional services with available limits of two million dollars ($2,000,000) per claim and annual aggregate

8.02- Proof of Coverage

Consultant will provide certificate(s) of insurance attached to this Agreement as Exhibit "D" showing policy limits as described in 8.01.A of this Agreement

8.03- Coverage of the City

Consultant will have the City endorsed as an additional insured party to the Consultants commercial general liability policy, which shall be primary and noncontributory

Section 9- Indemnification

9.01- Consultant Obligation

Consultant will, to the fullest extent permitted by law, indemnify and hold harmless the City, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by Consultants negligent act, error, or omission in their performance of professional services and the scope included in Exhibit "A" of this agreement

Section 10- Termination and Suspension

10.01- Suspension

A. The City may suspend the work specified in this Agreement for up to ninety (90) days upon providing fourteen (14) calendar day notice to the Consultant
B. The Consultant may suspend work if the City fails to pay for invoiced services pursuant to section 4.03.D of this agreement

10.02- Termination for Cause

A. Either the City or the Consultant may terminate the Agreement for cause with thirty (30) days written notice in the event of substantial failure by either party to perform in accordance with the terms of the Agreement through no fault of the terminating party
B. The City may terminate the Agreement for cause with seven (7) days' notice in the event that the Consultant has performed an illegal, unethical, or negligent act that significantly impacts the ability of the City and Consultant to continue work together in good faith

10.03- Termination for Convenience

The City may unilaterally terminate the Agreement with or without cause with thirty (30) days' notice

10.04- Payment following termination

A. Necessary work to demobilize, consolidate, summarize, or deliver project deliverables following termination may be invoiced to the City
B. All work previously completed in accordance with the scope shown in Exhibit "A" or under an approved change order may be invoiced and will paid pursuant to section 4.03
C. The final invoice following termination, hereinafter referred to as the "termination invoice" shall be provided no later than forty-five (45) days following receipt of the termination notice by either party
D. The termination invoice shall follow the rate schedule shown in Exhibit "B"

Section 11- Controlling Law and Dispute Resolution

11.01- Remedies.

In the event of any breach of this Agreement, the parties shall have all rights and remedies available under applicable law, whether at law or in equity, including without limitation the right to seek specific performance of the obligations under this Agreement, and the right to seek monetary damages. No remedy or election hereunder shall be deemed exclusive, but shall, wherever possible, be cumulative with all other remedies at law or in equity. The election of any one or more remedies

by either party shall not constitute a waiver of the right to pursue other available remedies.

11.02- Governing Law, Jurisdiction and Venue.

This Agreement shall be governed by, and construed in accordance with, the laws of the state of Tennessee, excluding its conflict of law principles. Any legal action or proceeding with respect to this Agreement shall be brought in either the Circuit or Chancery Court of Tennessee for Rutherford County at Murfreesboro and, by execution of this Agreement, each party irrevocably submits to and accepts the jurisdiction of these courts in any legal action or proceedings. Each party also irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of venue of any legal action or proceedings brought in any such court and any claim that any action or proceeding brought in such a court has been brought in an inconvenient forum.

Section 12- Assignment, Bind Effect, Severability

12.01- Assignment

Neither party to this Agreement may assign its duties, interests, rights, benefits and/or obligations under this Agreement, in whole or in part, without the other party's prior written consent

12.01- Binding Effect

City and Consultant are hereby bound and the successors, executors, administrators, and legal representatives of both parties are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assignees) of such other party, in respect of all covenants, agreements, and obligations of this Agreement

12.02- Severability

If any Section or provision of this Agreement is held to be invalid or void, the other Sections and provisions of this agreement shall remain in full force and effect to the greatest extent possible and all remaining sections or provisions construed so that they are as consistent with both parties' intents as possible

Section 13- Force Majeure

13.01- Force Majeure

Either party of this agreement shall be excused from any delays and/or failures in performance to the terms of this Agreement that arise from events beyond the reasonable control of either party, including but not limited to Acts of God, Forces of Nature, Civil Riot or Unrest, Unforeseen Governmental Action, Terrorism. Affected

party will attempt to remedy to the extent possible said failures or delays and recommence under the terms of this agreement within a reasonable time of such remedy.

Section 14- Entire Agreement and Amendment

14.01- Entire Agreement

A. This Agreement and the exhibits named herein represent the entire agreement between the City and the Consultant and supersede all prior negotiations, understandings, or agreements
B. In the event of a discrepancy between this agreement and the exhibits or appendices attached hereto, then the agreement shall govern

14.02- Amendment

A. Any amendment to this Agreement must be made in writing and signed by all parties prior to the performance of any terms or conditions contained in said amendment
B. This agreement cannot be modified through a change order or contract modification unless the Section of this agreement being modified is clearly called out with the full narrative of the portion being modified provided with both the existing and proposed wording

The undersigned have duly executed and delivered this Agreement, and hereby declare that they have read, understand, and agree to each and every term, condition and covenant contained in this agreement and in any document incorporated by reference.

Jason Cole

City of La Vergne

By: Jason Cole
Mayor

Daniel L. Hall

JMT - Johnson, Mirmiran & Thompson, Inc.

By: DANL L. HALL
SENIOR VICE PRESIDENT

EXHIBIT A

SCOPE OF SERVICES

August 19, 2024

Gary Lide, PE
Director of Engineering
City of La Vergne
Engineering Department
5175 Murfreesboro Road
La Vergne, TN 37086

Re: Waldron Road Widening Project
Right-of-Way Acquisition Scope of Services

Dear Gary:

Johnson, Mirmiran & Thompson, Inc. (JMT) is pleased to submit this scope of work and fee estimate for the Right-of-Way Acquisition of the Waldron Road Widening Project within the City of LaVergne, Tennessee.

Right-of-Way Acquisition Scope of Services

We will provide the manpower and management to help perform the right-of-way (ROW) acquisition services for the widening of Waldron Road, a locally funded project. This will include coordination with the City, title reports, appraisals, negotiations, closings, and file management. All acquisition services will conform with the Uniform Act. The following acquisition services will be provided for 124 tracts broken into three phases (see attached spreadsheet for breakdown of tracts):

Titles and Closings

- We are pleased to utilize Brenda Lehman for the title reports and deed recordings and closings.

Appraisals

- We will utilize Boozer & Company, P.C., and his well-established appraisal firm for the appraisals.
- We have determined that a Market Data Brochure is not necessary since there are no Nominal Payment Parcels (NPPs) and the market data will require updating constantly given the size and length of the project.
- Appraisal reports for property owners with multiple tracts will be provided at the same time to expedite negotiations.
- Appraisals will be completed in batches of 10-15 per batch.

Land Acquisition Document

- Upon completion of appraisals, a land acquisition document will be completed for the purposes of identifying amount due owner for City approval as well as offer documentation. Due to time sensitivity, these land acquisition documents will be submitted in batches of 10-15 tracts at a time. This is the only possible way to complete this high number of tracts.

- Once the land acquisition document is approved/executed by the City, JMT will be ready to make the offers.

Negotiations

- It is assumed that the City and Ragan-Smith will be responsible for the staking for ROW appraisals and negotiations.
- The City will provide JMT a copy of the plan set for each tract, which contains a property map and acquisition table and individual easement exhibits and legal descriptions for each tract (not yet received). These files will be updated periodically throughout the project by the City.
- Upon receipt of Title Reports, JMT will send Notice of Proposed Acquisition letters to property owners.
- JMT will follow all current guidelines when meeting and negotiating with property owners. We will meet with property owners no more than three (3) times and make contact via trackable shipping and phone/email as needed. JMT will perform due diligence to contact each property owner. Should all resources be exhausted, the City will assist in finding contact info for unfound property owners.
- JMT will negotiate ROW and easements as shown in the most-current plan set.
- JMT will use standard forms with City titles for all letters, forms, and negotiations with property owners.
- We will allow a 30-day negation period. We will offer a 10% bonus to all owners who are willing to agree and sign within that 30-day period. Any negotiations that exceed 30 days will be sent to condemnation.
- It is assumed, based on our review of the plans and parcels, none of these tracts will fall under NPP.

Relocation/Misc Move Scope of Services

We understand this project will likely include miscellaneous moves and salvage value items. We will provide the manpower and management to help perform any move services or retention of salvage items, which will include coordination with the City, negotiations, and file management. All acquisition services will conform with the Uniform Act for ROW acquisition. This proposal is based on the assumption only miscellaneous moves will be included and no relocations will be necessary.

Project and File Management

- JMT will maintain frequent communication and coordination with the City's Project Manager, appraiser, attorneys, and other team members by phone and email as appropriate.
- Coordination meetings with the ROW team and the City will be provided on a monthly basis during the active acquisition process.
- JMT will submit regular progress reports to Project Manager. These updates will include a link to a shareable interactive tool for progress on each tract.
- JMT will maintain electronic files of all necessary and proper files, according to the Uniform Act. Upon completion of the project, these files will be given to the City for their use/verification purposes.

Schedule

- The JMT team understands the time sensitivity of this project. From the Notice to Proceed for ROW Acquisition, we expect to complete the ROW Acquisition for Phase 1 within 12 months, Phase 2 within 18 months, and Phase 3 within 24 months.

Project Fee

The fee to manage the ROW acquisition services for the Waldron Road Widening Project will be $1,475,300. This is a not-to-exceed lump sum fee and will be invoiced on a monthly basis as work is completed. The monthly invoice to the City will include JMT's fees and all subcontractor's fees as one invoice. The breakdown is as follows:

- Brenda Lehman's title fee will be $186,000, which includes the initial Title Search, and/or any Title Updates, copies, and electronic & overnight delivery fees.
- Boozer & Company, P.C.'s appraisal fee will be $510,500.
- JMT's fee to conduct ROW negotiations and acquisitions and manage the ROW acquisition services will be $678,500.
- Brenda Lehman's closing services fee is $100,300, which includes disbursement of Funds, document preparation, Recording fees, e-filing fees, courier/overnight shipping & handling fees, and notary fees.

If unforeseen changes require the on-going negotiations process to be restarted or revised significantly, JMT will immediately notify the City of the change. Any subsequent changes to the appraisals or additional negotiations due to changes by the City and/or roadway plan that require restart of negotiations will be additional scope and fee.

Assumptions

- Title reports and appraisals will be provided for the City-owned Tract 4, Tract 121, and Tract 122. But negotiations and closings will not be provided for these three tracts.
- Tract 44, Tract 45, and Tract 46 are contiguous with the same owner and will be combined into one appraisal and offer. Tract 84 and Tract 85 are contiguous with the same owner and will be combined into one appraisal and offer. These combined tracts will also be closed with one closing.
- For the combined tracts, one appraisal will be provided. Also, these combined tracts will be negotiated as one report/tract. Closings will also be done as one report/tract. Only title reports will be separate for each of the individual 124 tracts.
- Due to complexity and potential mortgage holds, all tracts will have an appraisal – no NPP's.
- It is assumed there will be no relocations. JMT's fee for any relocation services will require a supplement.
- JMT will submit one land acquisition document per batch to be approved/executed. Due to time sensitivity, these packages will be submitted in batches of 10-15 at a time. This is the only possible way to successfully accomplish this high number of tracts.
- Any Lender fees, such as but not limited to application fees, processing fees or appraisal fees, required to obtain approval for a Consent to Easement or Partial Release on a tract will be paid by the City. The funds will be forwarded immediately to Attorney upon request to maintain a timely work flow on the project.

Personnel

JMT personnel assigned to the ROW acquisition phase of this project are well versed in Uniform Act ROW acquisition and have all worked together to provide acquisition services for TDOT and municipal projects. They are all TDOT-approved. Upon NTP, JMT will provide all contact information for myself as the project manager as well as a deputy project manager who will also be JMT staff.

JMT appreciates the opportunity to submit this scope of services and proposed fee. If you have any questions, please feel free to contact me. We look forward to working with you on this significant and urgent project for the City of LaVergne.

Sincerely,

Dyan C. Damron, PE, PTP
Senior Associate | Section Head Traffic & ROW
JMT - Johnson, Mirmiran & Thompson, Inc.

SOUTH WALDRON ROAD ROW - LAVERGNE, TN

Phase One

Tract	Current Use	Site Size	Title Report	Appraisal	Negotiations	Closing	Notes
3	House/Residental	11 ac	Y	FPA	Y	Y	Minor acq.
4	City Owned	1,450 SF	Y	FPA	N	N	Minor acq.
5	House/Residental	1.152	Y	FPA	Y	Y	Minor acq.
6	House/Residental	8.124	Y	FPA	Y	Y	Minor acq.
7	House/Residental	5.505	Y	FPA	Y	Y	Minor acq.
8	House/Residental	0.696	Y	FPA	Y	Y	Minor acq.
9	House/Residental	4.788	Y	FPA	Y	Y	Minor acq.
10	House/Residental	0.772	Y	FPA	Y	Y	Minor acq.
11	House/Residental	0.52	Y	FPA	Y	Y	Minor acq.
12	House/Residental	0.484	Y	FPA	Y	Y	Minor acq.
13	House/Residental	4.598	Y	FPA	Y	Y	Minor acq.
14	House/Residental	0.371	Y	FPA	Y	Y	Minor acq.
15	House/Residental	0.349	Y	FPA	Y	Y	Minor acq.
16	House/Residental	0.398	Y	FPA	Y	Y	Minor acq.
17	House/Residental	0.375	Y	FPA	Y	Y	Minor acq.
18	House/Residental	0.358	Y	FPA	Y	Y	Minor acq.
19	House/Residental	0.346	Y	FPA	Y	Y	Minor acq.
20	House/Residental	3.911	Y	FPA	Y	Y	Minor acq.
22	House/Residental	0.334	Y	FPA	Y	Y	Minor acq.
23	House/Residental	0.35	Y	FPA	Y	Y	Minor acq.
24	House/Residental	0.352	Y	FPA	Y	Y	Minor acq.
25	House/Residental	9.942	Y	FPA	Y	Y	Minor acq.
26	House/Residental	0.457	Y	FPA	Y	Y	Minor acq.
27	House/Residental	0.369	Y	FPA	Y	Y	Minor acq.
28	House/Residental	0.478	Y	FPA	Y	Y	Minor acq.
29	House/Residental	6.381	Y	FPA	Y	Y	Minor acq.
30	House/Residental	7.864	Y	FPA	Y	Y	Minor acq.
31	House/Residental	1.498	Y	FPA	Y	Y	Minor acq.
32	House/Residental	0.967	Y	Formal	Y	Y	Possible proximity damage
33	House/Residental	3.201	Y	Formal	Y	Y	Possible proximity damage
34	House/Residental	7.783	Y	FPA	Y	Y	Minor acq.
35	House/Residental	1.916	Y	Formal	Y	Y	Possible proximity damage
37	School	33.848	Y	FPA	Y	Y	Minor acq.
38	Vacant Residental	11.232	Y	Vacant Formal	Y	Y	Minor acq.
39	House/Residental	0.68	Y	FPA	Y	Y	Minor acq.
40	House/Residental	2.205	Y	FPA	Y	Y	Minor acq.
41	House/Residental	4.635	Y	FPA	Y	Y	Minor acq.
42	House/Residental	11.99	Y	Formal	Y	Y	Possible proximity damage
43	House/Residental	0.359	Y	Formal	Y	Y	Possible proximity damage
44*	Vacant Residental	18.746	Y	Vacant Formal	Y	Y	Minor acq.
45*	Vacant Residental	13.939	Y	Vacant Formal	N	N	Minor acq.
46*	Vacant Residental	21.889	Y	Vacant Formal	N	N	Minor acq.
51	House/Residental	0.7	Y	FPA	Y	Y	Minor acq.
52	House/Residental	0.648	Y	FPA	Y	Y	Minor acq.
130	House/Residental	296	Y	FPA	Y	Y	Minor acq.
131	Vacant Lot	1	Y	Vacant Formal	Y	Y	Minor acq.
46			46	44	43	43	

Total - Phase One

*Tracts 44, 45, & 46 can be combined into one "Larger Parcel"

Phase Two

Tract	Current Use	Site Size	Title Report	Appraisal	Negotiations	Closing	Notes
94	House/Residental	0.316	Y	FPA	Y	Y	Minor acq.
95	House/Residental	0.321	Y	FPA	Y	Y	Minor acq.
96	House/Residental	0.356	Y	FPA	Y	Y	Minor acq.
97	House/Residental	0.628	Y	FPA	Y	Y	Minor acq.
98	House/Residental	0.301	Y	FPA	Y	Y	Minor acq.
99	House/Residental	0.352	Y	FPA	Y	Y	Minor acq.
100	House/Residental	0.348	Y	FPA	Y	Y	Minor acq.
101	House/Residental	0.272	Y	FPA	Y	Y	Minor acq.
102	House/Residental	0.289	Y	FPA	Y	Y	Minor acq.
103	House/Residental	0.26	Y	FPA	Y	Y	Minor acq.
104	House/Residental	0.358	Y	FPA	Y	Y	Minor acq.
105	House/Residental	0.346	Y	FPA	Y	Y	Minor acq.
106	House/Residental	0.28	Y	FPA	Y	Y	Minor acq.
107	House/Residental	0.323	Y	FPA	Y	Y	Minor acq.
108	House/Residental	0.256	Y	FPA	Y	Y	Minor acq.
109	House/Residental	0.397	Y	FPA	Y	Y	Minor acq.
110	House/Residental	0.299	Y	FPA	Y	Y	Minor acq.
111	House/Residental	0.314	Y	FPA	Y	Y	Minor acq.
112	House/Residental	0.26	Y	FPA	Y	Y	Minor acq.
113	house/Residental	0.266	Y	FPA	Y	Y	Minor acq.
114	House/Residental	0.389	Y	FPA	Y	Y	Minor acq.
115	Apartment	4.649	Y	FPA	Y	Y	Minor acq.
116	House/Residental	0.368	Y	FPA	Y	Y	Minor acq.
117	House/Residental	0.241	Y	FPA	Y	Y	Minor acq.
119	House/Residental	0.256	Y	FPA	Y	Y	Minor acq.
120	Vacant Industrial	2.378	Y	Vacant Formal	Y	Y	Minor acq.
121	City Owned Fire Sta	0.992	Y	FPA	N	N	Minor acq.
122	City Owned	3,743 SF	Y	Vacant Formal	N	N	Minor acq.
123	Car Wash	0.366	Y	FPA	Y	Y	Minor acq.
124	Mini Storage	1.63	Y	FPA	Y	Y	Minor acq.
125	Retail Strip Center	2.1	Y	Formal	Y	Y	Loss of Parking
126	Industrial Storage	2.42	Y	FPA	Y	Y	Minor acq.
127	Retail Strip Center	1.15	Y	Formal	Y	Y	Loss of Parking
128	Dollar General	2.05	Y	FPA	Y	Y	Minor acq.
129	Mapco	0.7	Y	FPA	Y	Y	Minor acq.
134	House/Residental	0.47	Y	FPA	Y	Y	Minor acq.
135	House/Residental	0.24	Y	FPA	Y	Y	Minor acq.
136	House/Residental	0.37	Y	FPA	Y	Y	Minor acq.
141	House/Residental	0.44	Y	FPA	Y	Y	Minor acq.
142	House/Residental	0.35	Y	FPA	Y	Y	Minor acq.
144	House/Residental	0.31	Y	FPA	Y	Y	Minor acq.
41			41	41	39	39	

Total - Phase Two

Phase Three

Tract	Current Use	Site Size	Title Report	Appraisal	Negotiations	Closing	Notes
57	House/Residental	4.156	Y	FPA	Y	Y	Minor acq.
58	House/Residental	0.677	Y	FPA	Y	Y	Minor acq.
59	House/Residental	0.681	Y	FPA	Y	Y	Minor acq.
60	House/Residental	0.663	Y	FPA	Y	Y	Minor acq.
61	House/Residental	0.688	Y	FPA	Y	Y	Minor acq.
62	Vacant Residental	7.808	Y	Vacant Formal	Y	Y	Minor acq.
63	House/Residental	3.514	Y	FPA	Y	Y	Minor acq.
64	House/Residental	0.688	Y	FPA	Y	Y	Minor acq.
65	Vacant Residental	0.83	Y	Vacant Formal	Y	Y	Minor acq.
66	House/Residental	0.675	Y	FPA	Y	Y	Minor acq.
67	House/Residental	0.713	Y	FPA	Y	Y	Minor acq.
68	House/Residental	0.753	Y	FPA	Y	Y	Minor acq.
69	House/Residental	0.622	Y	FPA	Y	Y	Minor acq.
70	Vacant Residental	5.917	Y	Vacant Formal	Y	Y	Minor acq.
71	House/Residental	2.843	Y	FPA	Y	Y	Minor acq.
72	House/Residental	1.071	Y	Formal	Y	Y	Possible proximity damage
73	House/Residental	0.69	Y	FPA	Y	Y	Minor acq.
74	House/Residental	8.81	Y	FPA	Y	Y	Minor acq.
75	House/Residental	0.686	Y	FPA	Y	Y	Minor acq.
76	House/Residental	0.69	Y	FPA	Y	Y	Minor acq.
77	Vacant Residental	2.303	Y	FPA	Y	Y	Minor acq.
78	House/Residental	0.652	Y	FPA	Y	Y	Minor acq.
79	House/Residental	0.616	Y	FPA	Y	Y	Minor acq.
80	House/Residental	2.351	Y	FPA	Y	Y	Minor acq.
81	House/Residental	0.622	Y	FPA	Y	Y	Minor acq.
82	Vacant Residental	122.437	Y	Vacant Formal	Y	Y	Minor acq.
83	House/Residental	5.539	Y	FPA	Y	Y	Minor acq.
84*	House/Residental	2.777	Y	FPA	Y	Y	Minor acq.
85*	Vacant Residental	7.755	Y	FPA	N	N	Minor acq.
86	House/Residental	0.397	Y	FPA	Y	Y	Minor acq.
87	House/Residental	0.433	Y	FPA	Y	Y	Minor acq.
88	House/Residental	0.337	Y	FPA	Y	Y	Minor acq.
89	House/Residental	0.344	Y	FPA	Y	Y	Minor acq.
90	House/Residental	0.23	Y	FPA	Y	Y	Minor acq.
91	House/Residental	0.296	Y	FPA	Y	Y	Minor acq.
92	House/Residental	0.551	Y	FPA	Y	Y	Minor acq.
93	House/Residental	0.234	Y	FPA	Y	Y	Minor acq.
37			37	36	36	36	

Total - Phase Three

*Tracts 84 & 85 can be combined into one "Larger Parcel"

EXHIBIT B

CONSULTANT'S FEE SCHEDULE

JMT
750 Old Hickory Blvd, Suite 1-120, Brentwood, TN 37027

Johnson, Mirmiran & Thompson, (JMT) will provide professional engineering services at an hourly rate for each classification as follows:

Job Classification	Hourly Rate
Principal	$250.00
Senior Project Manager II	$220.00
Senior Project Manager I	$205.00
Project Manager II	$185.00
Project Manager I	$160.00
Senior Licensed Design Professional	$175.00
Licensed Professional II	$150.00
Licensed Professional I	$125.00
Construction Engineer II	$140.00
Construction Engineer I	$115.00
Graduate Engineer (EIT)	$110.00
Senior Designer II	$165.00
Senior Designer I	$135.00
CADD Technician IV	$110.00
CADD Technician III	$95.00
CADD Technician II	$80.00
CADD Technician I	$65.00
CEI Technician IV	$120.00
CEI Technician III	$100.00
CEI Technician II	$85.00
CEI Technician I	$65.00
Clerical Administration II	$80.00
Clerical Administration I	$65.00
ROW Agent III	$145.00
ROW Agent II	$105.00
ROW Agent I	$90.00
Survey Party (3-Man or 2-man w/Robotic or GPS)	$225.00
Survey Party (2-man)	$165.00
Survey Party (1-man w/Robotic or GPS)	$110.00
Conductive Locator (1-Man)	$115.00
Ground Penetrating Radar (1-Man)	$135.00
Vacuum Excavation (2-Man)	$290.00

The above rates would be full compensation, including fringe benefits and overhead items for each hour worked by an employee; except the following expenses properly chargeable to the project, which would be reimbursed at cost:

1) Printing, reproduction, photography or special material for said project.

2) Trael expenses outside of the Middle TN area.

3) Other consultant fees as approved by the Owner.

EXHIBIT C

TIME SCHEDULE

The JMT team understands the time sensitivity of this project. From the Notice to Proceed for ROW Acquisition, we expect to complete the ROW Acquisition for Phase 1 within 12 months, Phase 2 within 18 months, and Phase 3 within 24 months.

EXHIBIT D

CONSULTANT'S CERTIFICATE OF INSURANCE

To be provided upon NTP – JMT will meet requirements set forth in this contract.

ITEM REPORT

Board of Mayor and Aldermen

Date: April 2, 2026

Item #: 10.A.	Emergency Communications Division Consolidation Steering Committee		
Department:	Police	**Presented By:**	Christopher Moews
Item Attachments:	1. Memorandum of Understanding Unified Dispatch		

Purpose:
Appoint Deputy Chief Brent Hatcher and Emergency Communications Manager Erin Speck as representatives of the City on the E.C.D. Consolidation Steering Committee.

Background:
On October 9th, 2025 the City entered into a Memorandum of Understanding with Smyrna, Murfreesboro and Rutherford County to fund a study that will explore the feasibility of unifying dispatch services, under the Governance section of that M.O.U. it states, “a steering committee will be established to oversee the study process. The committee will consist of representatives from each Party, appointed by their respective governing bodies. The committee will be responsible for coordinating the study, liaising with the consultant, and ensuring that the study objectives are met.”

Deputy Chief Hatcher and Ms. Speck both bring significant operational experience and institutional knowledge that will be valuable to the study process. Their involvement will ensure that the City of La Vergne’s public safety and emergency communications perspectives are effectively represented throughout the evaluation of the proposed consolidation.

Financial Summary:
There is no financial cost to the City.

Staff Recommendation:
Staff recommends appointing Deputy Chief Brent Hatcher and Emergency Communications Manager Erin Speck as representatives of the City on the E.C.D. Consolidation Steering Committee.

Memorandum of Understanding

Between

The Town of Smyrna, the City of Murfreesboro, Rutherford County, and the City of LaVergne

Regarding the Cost Sharing of a Study on Unifying Public Safety Emergency Dispatch Services

1. Purpose

This Memorandum of Understanding (MOU) is entered into by and between the Town of Smyrna, the City of Murfreesboro, Rutherford County, and the City of La Vergne (collectively referred to as "the Parties") for the purpose of jointly funding a study to explore the efficiency and benefits of unifying the public safety emergency dispatch services, including police, fire, and emergency medical services, within their jurisdictions. The objective of this study is to assess the potential financial and operational advantages of establishing a unified dispatch center.

2. Background

Currently, each Party operates its own public safety emergency dispatch services. Recognizing the potential for increased efficiency and enhanced service delivery, the Parties have agreed to collaborate on a study that will evaluate the feasibility and benefits of unifying these services.

3. Scope of the Study

The study will include, but is not limited to, the following:

- Analysis of current dispatch service operations within each Party's jurisdiction.
- Assessment of potential cost savings and operational efficiencies through unification.
- Evaluation of the impact on service delivery and response times.
- Recommendations for implementation, including potential challenges and solutions.

4. Cost Sharing

The Parties agree to share equally in the cost of the study, with each Party contributing one-fourth of the total cost. The City of Murfreesboro will enter into a professional service agreement with the organization performing the study. The Town of Smyrna, the

City of Murfreesboro, Rutherford County, and the City of LaVergne will share in the costs, up to a maximum of $35,000 each, subject to the approval of their respective governing bodies. The total estimated cost and specific financial commitments will be detailed in a subsequent agreement once a consulting firm is selected to conduct the study.

5. Selection of Consultant

The Parties will jointly select a qualified consulting firm to conduct the study. The selection process will be conducted in accordance with applicable procurement laws and regulations. The selected consultant will be responsible for providing a comprehensive report detailing the findings and recommendations of the study.

6. Governance

A steering committee will be established to oversee the study process. The committee will consist of representatives from each Party, appointed by their respective governing bodies. The committee will be responsible for coordinating the study, liaising with the consultant, and ensuring that the study objectives are met.

7. Duration

This MOU will be effective upon the date of the last signature and will remain in effect until the completion of the study and the submission of the final report, unless terminated earlier by mutual agreement of the Parties.

8. Termination

Any Party may withdraw from this MOU upon providing 30 days written notice to the other Parties. In the event of withdrawal, the withdrawing Party will remain responsible for its share of any incurred costs up to the date of withdrawal.

9. General Provisions

- Amendments: This MOU may only be amended by written agreement signed by all Parties.
- Entire Agreement: This MOU constitutes the entire understanding between the Parties regarding the subject matter herein and supersedes all prior discussions or agreements.

10. Signatures

The Parties have executed this Memorandum of Understanding on the dates indicated below.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this day and of this year.

CITY OF MURFREESBORO

_____
Mayor Shane McFarland

Approved as to Form and Legality:

_____
Adam F. Tucker, City Attorney

TOWN OF SMYRNA

_____
Mayor Mary Ester Reed

Approved as to Form and Legality:

_____
Jeff Peach, Town Attorney

RUTHERFORD COUNTY

_____
Mayor Joe Carr

Approved as to Form and Legality:

_____
Nicholas Christiansen, County Attorney

CITY OF LA VERGNE

_____
Mayor Jason Cole

Approved as to Form and Legality:

_____
Evan Cope, City Attorney

INFRASTRUCTURE DEVELOPMENT DISTRICTS -"IDD'S"

City of La Vergne, Tennessee

April 2, 2026

BASS BERRY SIMS

CENTERED TO DELIVER SINCE 1922

AGENDA

- What is an IDD?
- Why would a host municipality create an IDD?
- How are IDD assessment revenues applied to infrastructure costs?

WHAT IS AN IDD?

- Real Estate Infrastructure Development District (TCA 7-84-801 et seq.)
  - No size, investment or use requirements – can be a residential, commercial or mixed-use development
  - Assessments can only fund the up-front infrastructure costs required to develop the district
  - Assessment rate is fixed at the outset to fund a defined set of infrastructure costs
- Real Estate Infrastructure Development District – “Host Municipality”
  - If district is entirely within a city or town that levies and collects property taxes on its own behalf – the city or town
  - If district is not entirely within a city or town that levies and collects property taxes on its own behalf – the county or counties in which the district is located
  - Purpose is to ensure assessment levy and collection process is aligned with property tax levy and collection process

WHAT IS AN ASSESSMENT?

- An assessment is a specific annual charge (essentially a fee) imposed on the owner of a tax parcel.
- An assessment is imposed in addition to and not in substitution for property taxes.
- The assessments are used to fund infrastructure costs that directly benefit the assessed property and directly increase the value of the assessed property.
- A typical assessment will be an annual charge levied to fund the construction of roads and water/sewer infrastructure to enable the development of parcels within a development.
- Assessment will be billed and collected as an additional line item on property tax bills.

ASSESSMENT VERSUS PROPERTY TAX

- Property Tax
  - General or public purpose
  - Lessens the value of property (doesn't directly enhance the value of property)
  - Article II Section 29 – taxes for public purposes are to be assessed and levied against all properties within the city or county in accordance with their respective values
- Assessment
  - Levied for a specific purpose
  - Directly enhances the value of property
  - Is apportioned in a manner that matches direct benefit and burden

ELIGIBLE INFRASTRUCTURE

- Costs associated with the construction or installation of streets, roads, bridges, and sidewalks, and the water, wastewater, natural gas, electric, telecommunications, parking, and storm water facilities, required for the development of a district and benefitting the properties within the district
- The land within the boundaries of the district required to be donated, dedicated, or otherwise made available to a governmental entity for public purposes

BASIC STEPS TO CREATE AN IDD

- Real Estate Infrastructure Development Districts
  - Petition of developer and owners of each parcel proposed to be in the district
    - Boundaries
    - Infrastructure costs
    - Assessment rate and duration (maximum 30 years)
  - Notice and public hearing
  - Approving resolution of host municipality

WHY WOULD A HOST MUNICIPALITY CREATE AN IDD?

- Accelerates necessary infrastructure improvements in fast growing areas
- Low cost to create and manage
- Governance by a host municipality
- District has a limited duration
- No municipal financial obligation - bonds secured solely by assessments
- Minimal impact on municipality operations if managed by third party administrator
- Greater flexibility for property owners

HOW ARE IDD ASSESSMENT REVENUES APPLIED TO INFRASTRUCTURE COSTS?

- Reimburse developer for infrastructure costs incurred
  - Note: special assessment should not alter the local process for approving and accepting public infrastructure
- Pay debt service on bonds issued to finance infrastructure costs
  - Determine whether to delegate financing to industrial development board or public building authority – very strong preference for delegation to protect host municipality's credit
  - Bond proceeds applied to infrastructure costs
  - Assessment revenues applied to pay debt service on bonds

ONGOING ASSESSMENT RESPONSIBILITY

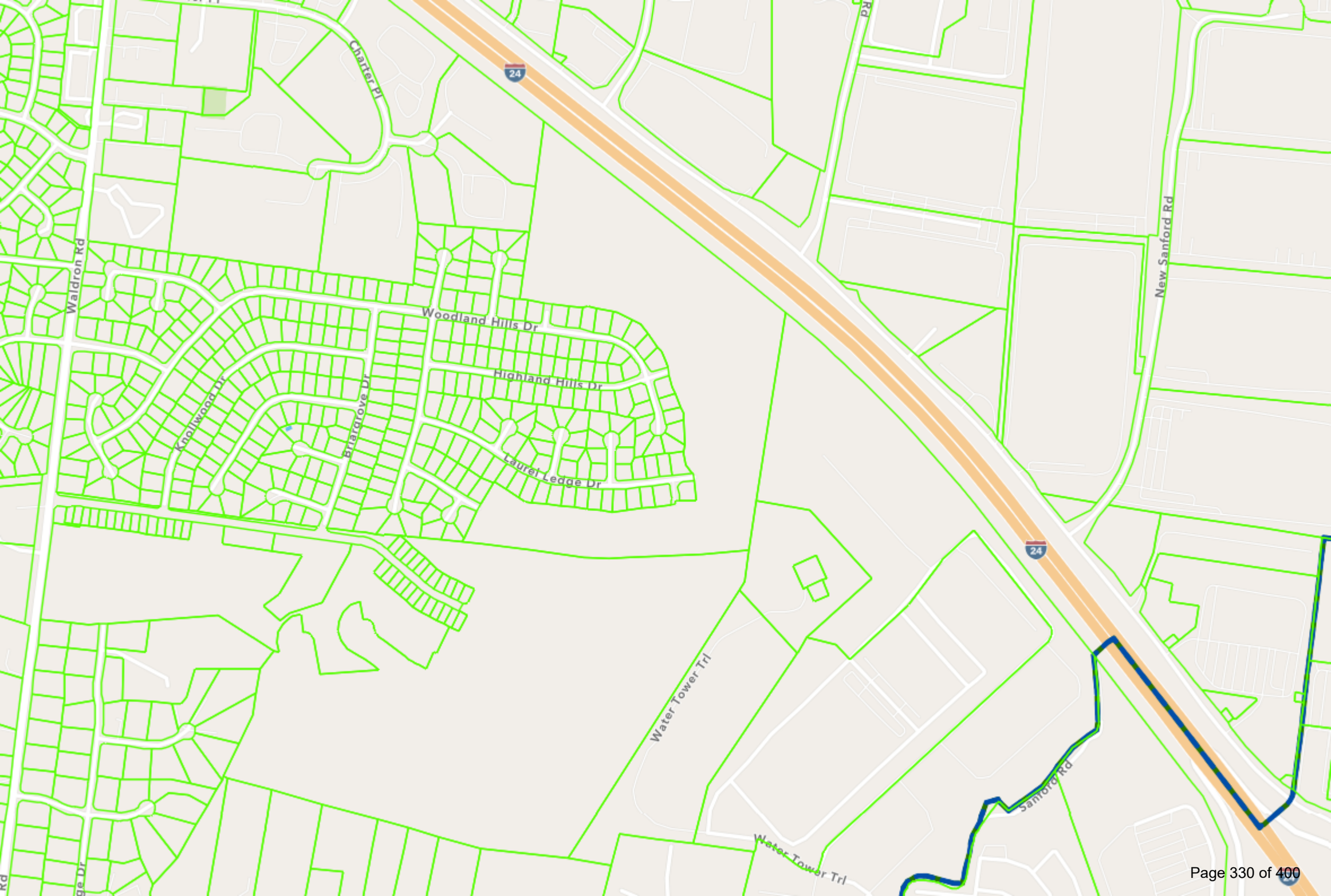
- Levy assessment on annual basis
  - Assessment roll
  - Inclusion of assessment on property tax bill
  - Bifurcation of assessment revenues from property tax collections
  - Enforcement for non- or late-payment (assessment secured by a lien subject only to tax lien)
- Debt-related obligations (if applicable)
  - Continuing disclosure
  - Debt administration generally
- Special assessment statutes allow a portion of assessment revenues to be used to pay administrative expenses

THANK YOU.

BASS BERRY SIMS

CENTERED TO DELIVER SINCE 1922

Sheet C2.0
Sheet C2.1
Sheet C2.2
Sheet C2.3
Sheet C2.4
Sheet C2.5
Reliance Dr.
MAP 17, PARCEL 34.00
A+ Storage I-24 • Waldron Rd. LP
(P.BK 1488, PG 2646)
MAP 17, PARCEL 35.00
LOT 4, SEC I
CENTREPOINTE
DISTRIBUTION PARK S/D
(P.BK 39, PG 1)
MAP 29, PARCEL 1.05
LOT 2, SEC I
CENTREPOINTE
DISTRIBUTION PARK S/D
(P.BK 23, PG 284)
MAP 29, PARCEL 1.04
LOT 3, SEC I
CENTREPOINTE
DISTRIBUTION PARK S/D
(P.BK 23, PG 284)
MAP 29, PARCEL 1.06
LOT 1, SEC I
CENTREPOINTE
DISTRIBUTION PARK S/D
(P.BK 23, PG 284)
MAP 29, PARCEL 1.07
CITY OF LAVERGNE
(R.BK 1199, PG 2178)
CENTREPOINTE OWNERS ASSOCIATION, INC.
MAP 29 PARCEL 1.01
NEW PAUL ROAD
WALDRON ROAD
CENTRE POINTE DRIVE
I-24 Exit Ramp
I-24 On Ramp
INDUSTRIAL BOULEVARD
I-24
Proposed Pump Site
MAP 29, PARCEL 2.02
LOT 1
INTERCHANGE CITY SOUTH & INTERCHANGE INDUSTRIAL PARK SOUTH S/D
THORNTONS
(P.BK 44, PG 86)
MAP 29, PARCEL 2.10
LOT 2A
INTERCHANGE CITY
INDUSTRIAL PARK SOUTH S/D
(P.BK 10, PG 119)
MAP 29, PARCEL 2.25
LOT 2B-2
INTERCHANGE CITY
INDUSTRIAL PARK SOUTH S/D
(P.BK 11, PG 340)
MAP 29, PARCEL 2.09
LOT 2B-1
INTERCHANGE CITY
INDUSTRIAL PARK SOUTH S/D
(P.BK 11, PG 340)
MAP 29, PARCEL 2.11
LOT 1
WALDRON ROAD
INDUSTRIAL PARK S/D
(P.BK 11, PG 193)
MAP 29B, GROUP A, PARCEL 1.01
LOT 1A
NEW PAUL PLAZA S/D
(P.BK 16, PG 126)
MAP 29B, GROUP A, PARCEL 1.01
LOT 1B
NEW PAUL PLAZA S/D
(P.BK 16, PG 126)
MAP 29, PARCEL 2.07
LOT 2, SEC 1 & 2
INTERCHANGE CITY
INDUSTRIAL PARK SOUTH S/D
(P.BK 26, PG 63)
MAP 29, PARCEL 2.05
122 CHARTER PARTNERS, LLC
(R.BK 2269, PG 2699)
CHARTER PLACE
MAP 29, PARCEL 2.01
DAVIS CEMETERY
(D.BK 334, PG 697, 702, 705)
MAP 29, PARCEL 2.28
LOT 9A, SEC 4
WALDRON ROAD
INDUSTRIAL PARK S/D
(P.BK 20, PG 12)
MAP 29, PARCEL 2.29
LOT 9, SEC 4
WALDRON ROAD
INDUSTRIAL PARK S/D
(P.BK 20, PG 12)
MAP 29, PARCEL 2.12
LOTS 2-5
WALDRON ROAD
INDUSTRIAL PARK S/D
(P.BK 11, PG 193)
MAP 29, PARCEL 2.26
191 Charter Place Investors, LLC
D.Bk. 2167, Pg. 3947
MAP 29, PARCEL 18.00
Armstrong Charter LLC
D.Bk. 2168, Pg. 1099
Armstrong Ct.
MAP 29L, PARCEL 7.05
Ronald Carrico
D.Bk. 1657, Pg. 441
MAP 29F, A PARCEL 7.06
Frank R Darby Sr.
D.Bk. 535, Pg. 877
MAP 29F, A PARCEL 7.07
Andrew Sowerby
D.Bk. 2202, Pg. 985
MAP 29F, A PARCEL 8.00
Thamthavong Lavone
D.Bk. 1814, Pg. 2437
MAP 29F, A PARCEL 9.00
Basin Estate
D.Bk. 436, Pg. 483
MAP 29G, C PARCEL 15.00
Lillian Woodfin
D.Bk. 483, Pg. 2735
Whispering Winds Ct.
Trail Ridge Cir.
WOODLAND HILLS DRIVE
KNOLLWOOD DRIVE
HIGHLAND HILLS DRIVE
8"SS
10"SS
GAS
W
FW
ROW
100YR


Charter Pl
Waldron Rd
Woodland Hills Dr
Highland Hills Dr
Knollwood Dr
Briargrove Dr
Laurel Ledge Dr
24
Water Tower Trl
Water Tower Trl
New Sanford Rd
Sanford Rd
24

PETITION TO ESTABLISH THE
WALDRON ROAD INFRASTRUCTURE DEVELOPMENT DISTRICT

COMES NOW, Meritage Homes of Tennessee, Inc., an Arizona Corporation, and M/I Homes Of Nashville LLC, a Delaware Limited Liability Company (collectively, the "Petitioner" or "Developer" as appropriate), who hereby requests and petitions the City of La Vergne, Tennessee (the "City"), as Host Municipality, to establish the Waldon Road Infrastructure Development District (the "District") under and pursuant to the provisions of the Real Estate Infrastructure Development Act of 2025[1], Tenn Code Ann. § 7-84-801 *et al*. (the "Act") on the hereinafter described property situated within the corporate limits of the City, and in support thereof respectfully show:

Section 1. General Nature of Proposed Improvements. The general nature of the proposed infrastructure improvement projects the District will provide and their related costs, in phases, include:

(1) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of-way, including related landscaping, lighting, traffic control devices, screening walls and retaining walls; (2) acquisition, construction or improvement of off-street parking facilities; (3) acquisition, construction, or improvement of water, wastewater, or stormwater facilities or improvements; (4) the land within the boundaries of the district required to be donated, dedicated, or otherwise made available to a governmental entity for public purposes; (5) projects similar to those listed above that are Infrastructure under the Act; (6) acquisition, by purchase or otherwise, of real property to be donated, dedicated, or otherwise made available to a governmental entity for public purposes (items (1) through (6), collectively, the "Public Projects"); (7) Infrastructure Costs, as defined by the Act, related to the Public Projects, (8) Impact Fees and (9) the payment of expenses incurred in the establishment, administration, and operation of the District, costs of bond issuance, legal and financial fees, letter of credit fees and expenses, capitalization of bond interest, the creation of a bond reserve fund, funding debt service and interest, and capitalized interest reserves and credit enhancement fees of any bonds issued by or on behalf of the District, if necessary (the "Administrative Expenses") (together with the Public Projects, the "Authorized Improvements").

Section 2. Estimated Costs. The current estimated cost of the Authorized Improvements is $20,554,715.50 as described in the Engineer's Report (attached as Exhibit B). The current estimated cost of the entire development upon completion is $124,840,120.62.

[1] Capitalized terms not defined in this petition have the same meaning as in the Act.

Section 3. District Boundaries. The boundaries of the proposed District are fully described in Exhibit A, attached hereto and made a part hereof for all purposes. The specific parcels are as follows:

A. Parcel No. 029-022.02 – Waldron Rd., La Vergne, TN 37086 — Meritage Homes of Tennessee, Inc.

B. Parcel No. 029-023.00 – 0 Highland Hills Dr., La Vergne, TN 37086 — M/I Homes Of Nashville, LLC

C. Parcel No. 029-023.01 – 0 Highland Hills Dr., La Vergne, TN 37086 — M/I Homes Of Nashville, LLC

Section 4. Levy of Assessment. The Petitioner requests that the City levy a special assessment (the "Assessment") on each parcel of property within the District, in the manner described below, for the purpose of funding the following:

A. A portion of the Infrastructure Costs related to the Authorized Improvements;

B. The payment of the principal, premium, and interest on one issuance of bonds, notes, or other debt obligations issued on behalf of the District, and the funding of necessary reserves for debt service, capitalized interest, and costs of issuance related to any such bonds, notes, or other debt obligations issued; and

C. Administration expenses required of or on behalf of the City or the Board (as defined and described in Section 10 below) in order to comply with the terms of the Act, not to exceed any limitation established by the Act, including without limitation (i) costs incurred to establish the District, abstracts and other title costs, (ii) costs incurred by or on behalf of the City or the Board in order to provide for the billing, collection, and enforcement of special assessments, (ii) costs incurred by or on behalf of the City or the Board in administering the terms of any development agreement entered into with respect to the District, (iii) bond trustee and continuing disclosure costs incurred by or on behalf of the City or the Board, if any, and (iv) costs of auditing the District, as required by the Act, in each case including a reasonable allocation of overhead expenses.

Section 5. Method of Assessment; Maximum Assessment. The proposed method of assessment is to impose a special assessment to be paid in installments on all usable real property as within the District described in the Master Special Assessment Methodology Report (attached as Exhibit C) as amended in the Supplemental Special Assessment Methodology Report (attached as Exhibit D). After creation of the District, an assessment roll will be prepared showing the special

benefits accruing to property within the District and how the costs of the Authorized Improvements are assessed against the property on the basis of special benefit received by the property from the same. At no time will the maximum assessment on a single-family parcel exceed $1,750 per unit per year of principal in equal annual installments over a period of not more than thirty (30) years.

Section 6. Term of Assessment; Financing; Phasing. The Petitioner requests that the Assessment be levied and collected annually, beginning in such year as may be agreed to by or on behalf of the City and the Developer, and ending no later than the thirtieth (30th) year thereafter, or such earlier year as is required to pay in full all bonds or other debt issued by the Board, for the purpose of funding the costs set forth in Section 4 above, in such manner as may be permitted by the Act. The levy and collection of the Assessment may be commenced as and when each phase is prepared to be developed, as determined by the City and the Developer.

Section 7. No City Obligation to Fund Authorized Improvements; No Assessment of Municipal Property. The City will have no obligation to fund or finance the Authorized Improvements, other than from assessments levied on property within the District. No municipal property in the District shall be assessed. The Petitioner may also pay certain costs of the improvements benefitting the District from other funds available to it as the developer of the District.

Section 8. Management of the District. The undersigned request that the City, directly or through the engagement of one or more third-party service providers, be responsible for (a) the development of an assessment roll, (b) the levy, collection and enforcement of Assessments (c) if applicable, the provision of bond trustee and continuing disclosure services with respect to any special assessment bonds issued on behalf of the District, and (d) such other administrative matters required by the Act.

Section 9. Enforcement. The Petitioner requests that the City take any and all steps to provide for the enforcement and collection of Assessments, including without limitation the imposition of a lien on properties within the District and the imposition of interest and penalties in the event of a property owner's failure to timely pay an Assessment, all as provided by the Act and all in a manner consistent with the manner in which the City enforces the payment of ad valorem property taxes.

Section 10. Financing; Intergovernmental and Development Agreements. The Petitioner requests that the City:

A. authorize bonds or other debt, to be issued by the Industrial Development Board of the City of La Vergne or similarly authorized entity like a public building authority (collectively, the "Board"), for the purpose of funding the costs described in Section 4 above;

B. apply and pledge the proceeds of the Assessment to the payment of such bonds;

C. enter into an intergovernmental agreement with the Board to provide for the relative rights and responsibilities of the City and the Board relative to such bonds and the payment thereof; and

D. enter into one or more development agreements with the Developer and the Board, on such terms as may be consistent with the terms hereof and agreed to between the City, the Developer and the Board, to provide for the application of the proceeds of such bonds, the construction and installation of the Authorized Improvements, and the development of the District.

The Petitioner acknowledges that any bond issued by the Board shall be solely payable from the proceeds of the Assessment and shall not otherwise constitute a debt or liability of the Board or the City.

Section 11. Consent and Request of Petitioner. The individuals executing this Petition is duly authorized to do so and hereby consents to and request the establishment of the District. The Developer hereby agrees to pay or reimburse all costs incurred by the City to provide notice of the public hearing related to this petition required by the Act.

Section 12. Consent of Owners. This Petition has been executed by on behalf of all the owners of real property within the District. Therefore, consent is innate within this Petition.

[remainder of page intentionally left blank]

WHEREFORE, PREMISES CONSIDERED, Petitioner prays that the City:

(1) duly consider this Petition and adopt a Resolution complying with Tenn. Code Ann. § 7-84-814 finding: (i) that this Petition complies with all legal requirements; (ii) that the proposed Authorized Improvements will provide public use and benefit to the City; and (iii) that the estimated costs of the improvements are reasonable;

(2) call a public hearing, give notice thereof as required by law, and hold such hearing on the advisability of the District specified in this Petition; and

(3) grant all matters requested in this Petition and grant such other measures, including entering into development and other agreements, which will enable Petitioner to establish a District.

[remainder of page intentionally left blank; signature page(s) follow]

IN WITNESS WHEREOF, Petitioner has executed this Petition as of the day and year written below.

PETITIONER/DEVELOPER

MERITAGE HOMES OF TENNESSEE, INC.
an Arizona Corporation

By: _____

Title: V.P. Land

Date: 4/1/2026

M/I HOMES OF NASHVILLE LLC
a Delaware Limited Liability Company

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, Petitioner has executed this Petition as of the day and year written below.

PETITIONER/DEVELOPER

MERITAGE HOMES OF TENNESSEE, INC.
an Arizona Corporation

By: _____

Title: _____

Date: _____

M/I HOMES OF NASHVILLE LLC
a Delaware Limited Liability Company

By: _____

Title: VP of Land

Date: April 1, 2026

Exhibit A

PROPERTY DESCRIPTION

Parcel A – Parcel No.: 029-022.02

MAP 029, P/O PARCEL 22.02
MERITAGE HOMES OF TENNESSEE, INC.
RECORD BOOK 2435, PAGE 2811 R.O.R.C., TN
MAP 029, P/O PARCEL 22.14
4,038,809 SQUARE FEET, 92.718± ACRES

A PARCEL OF LAND LYING IN THE 3RD CIVIL DISTRICT OF RUTHERFORD COUNTY, TENNESSEE AND BOUNDED IN GENERAL BY WOODLAND HILLS - S2 - LOTS 155 & 183-188 – P.BK. 12, PG. 129 (R.O.R.C., TN), THE TERMINUS OF BRIARGROVE DRIVE, WOODLAND HILLS – S4 – LOTS 264-266 & 272-273 – P.BK. 17, PG. 94 (R.O.R.C., TN), AND BOB PARKS (029-23.00) – R.BK. 2030, PG. 2193 ON THE NORTH; CITY OF LAVERGNE (032-20.03) – R.BK. 2271, PG. 3190 (R.O.R.C., TN) AND HIGHPOINTE 24 PHASE II, LLC (029-020.00) – R.BK. 2248, PG. 2337 ON THE EAST; MARTIN KING & CORABEL ALEXANDER SHOFNER (032-006.00) – R.BK. 2309, PG. 2113 (R.O.R.C., TN), SHANEINE & WILLIAM NORFOLK (029-022.03) – R.BK. 2028, PG. 1531 (R.O.R.C., TN), D & J JOHNSON FAMILY TRUST (029-022.12) – R.BK. 2523, PG. 1921 (R.O.R.C., TN), JAMES & ALY THAYER (029-022.13) – R.BK. 1836, PG. 2060 (R.O.R.C., TN), MCGILL SUBDIVISION RESUB – LOT 3 – P.BK. 35, PG. 157 (R.O.R.C., TN), CARL RAY & DEBORAH KAY CONWAY (029-022.04) – D.BK. 601, PG. 82 (R.O.R.C., TN), AND EVERETT D. & PEGGY VINCILL (029-022.05) – D.BK. 273, PG. 1 (R.O.R.C., TN) ON THE SOUTH; AND DAVID PIERCE AND NANCY STARNES (029-022.14) – R.BK. 2435, PG. 2737 (R.O.R.C., TN), WALNUT RIDGE ESTATES SUBDIVISION – LOTS 42-44 – P.BK. 7, PG. 128 (R.O.R.C., TN), WALNUT RIDGE ESTATES RESUB SUBDIVISION – LOT 36 – P.BK. 15, PG. 243 (R.O.R.C., TN), AND THE TERMINUS OF VANGUARD DRIVE ON THE WEST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIN LOCATED AT THE SOUTHEAST CORNER OF WOODLAND HILLS – S2 – LOT 154;
THENCE, WITH THE SOUTH LINE OF WOODLAND HILLS – S2 – LOT 155, S 81° 57' 09" E FOR A DISTANCE OF 5.03' TO THE ***POINT OF BEGINNING***;

THENCE, WITH THE SOUTH LINES OF WOODLAND HILLS - S2 - LOTS 155 & 183-188, THE TERMINUS OF BRIARGROVE DRIVE, THE SOUTH LINE OF WOODLAND HILLS – S4 – LOTS 264-266 & 272-273, AND THE SOUTH LINE OF PARKS (029-023.00) THE FOLLOWING (10) CALLS:

1. S 81° 57' 09" E FOR A DISTANCE OF 87.39' TO A POINT;
2. S 82° 58' 14" E FOR A DISTANCE OF 173.08' TO A POINT;
3. S 82° 17' 03" E FOR A DISTANCE OF 132.25' TO A POINT;
4. S 82° 24' 12" E THROUGH AN IRON PIPE AT 62.74' AND FOR A TOTAL DISTANCE OF 281.33' TO A POINT;
5. S 82° 45' 19" E FOR A DISTANCE OF 173.14' TO A POINT;
6. S 81° 50' 13" E THROUGH AN IRON PIN (NO CAP) AT 66.49' AND FOR A TOTAL DISTANCE OF 115.75' TO A POINT;
7. N 37° 36' 17" E FOR A DISTANCE OF 8.05' TO A POINT;
8. S 84° 22' 30" E FOR A DISTANCE OF 79.12' TO A POINT;

9. S 83° 55' 22" E FOR A DISTANCE OF 190.00' TO A POINT;
10. S 83° 37' 52" E THROUGH AN IRON PINS (NOT CAP) AT 70.00' AND 201.00' AND FOR A TOTAL DISTANCE OF 319.58' TO A POINT LOCATED IN THE SOUTH LINE OF PARKS (029-023.00);

THENCE, WITH THE SOUTH LINE OF PARKS (029-023.00) FOR THE FOLLOWING (8) CALLS:

1. S 83° 14' 19" E FOR A DISTANCE OF 153.41' TO A POINT;
2. S 82° 21' 59" E FOR A DISTANCE OF 158.31' TO A POINT;
3. S 82° 07' 16" E FOR A DISTANCE OF 310.21' TO A POINT;
4. S 85° 43' 45" E FOR A DISTANCE OF 150.65' TO A POINT;
5. N 87° 14' 08" E FOR A DISTANCE OF 113.38' TO A POINT;
6. N 88° 03' 46" E FOR A DISTANCE OF 303.86' TO A POINT;
7. N 86° 11' 52" E FOR A DISTANCE OF 149.82' TO A POINT;
8. N 85° 34' 06" E FOR A DISTANCE OF 279.70' TO A POINT LOCATED AT THE NORTHEAST CORNER OF MERITAGE HOMES OF TENNESSEE, INC. (029-022.02), THE SOUTHEAST CORNER OF PARKS (029-023.00), AND IN THE WEST LINE OF CITY OF LAVERGNE (032-020.03);

THENCE, WITH THE WEST LINE OF CITY OF LAVERGNE (032-020.03), THE FOLLOWING (2) CALLS:

1. S 07° 40' 53" W FOR A DISTANCE OF 192.61' TO AN IRON PIN (NO CAP);
2. S 31° 55' 42" W FOR A DISTANCE OF 55.13' TO AN IRON PIN (NO CAP) LOCATED AT THE SOUTHWEST CORNER OF CITY OF LAVERGNE (032-020.03) AND THE NORTHERNMOST CORNER OF HIGHPOINTE 24 PHASE II, LLC (029-020.00);

THENCE, WITH THE WEST LINE OF HIGHPOINTE 24 PHASE II, LLC (029-020.00), S 33° 05' 42" W FOR A DISTANCE OF 1,920.67' TO A POINT LOCATED AT THE SOUTHWEST CORNER OF HIGHPOINTE 24 PHASE II, LLC (029-020.00), THE SOUTHEAST CORNER OF MERITAGE HOMES OF TENNESSEE, INC. (029-022.02), AND IN THE NORTH LINE OF SHOFNER (032-006.00);
THENCE, WITH THE NORTH LINE OF SHOFNER (032-006.00) N 83° 11' 34" W FOR A DISTANCE OF 526.16' TO AN IRON PIN (NO CAP) LOCATED AT THE NORTHWEST CORNER OF SHOFNER (032-006.00) AND THE NORTHEAST CORNER OF NORFOLK (029-022.03);
THENCE, WITH THE NORTH LINES OF NORFOLK (029-022.03), D & J JOHNSON FAMILY TRUST (029-022.12), AND THAYER, N 74° 04' 45" W THROUGH AN IRON PINS (SEC) AT 257.03' AND 451.07' AND FOR A TOTAL DISTANCE OF 645.11' TO A POINT LOCATED AT THE NORTHWEST CORNER OF THAYER AND THE NORTHEAST CORNER OF MCGILL SUBDIVISION RESUB – LOT 3 (029-22.11);
THENCE, WITH THE NORTH LINE OF MCGILL SUBDIVISION RESUB – LOT 3 (029-22.11) N 74° 02' 42" W FOR A DISTANCE OF 349.56' TO AN IRON PIN (NO CAP) LOCATED AT THE NORTHWEST CORNER OF MCGILL SUBDIVISION RESUB – LOT 3 AND THE NORTHEAST CORNER OF CONWAY (029-022.04);
THENCE, WITH THE NORTH LINES OF CONWAY (029-022.04) AND VINCILL (029-022.05) N 74° 10' 15" W FOR A DISTANCE OF 620.22' TO A POINT LOCATED AT THE SOUTHWEST CORNER OF THIS PARCEL AND THE SOUTHEAST CORNER OF WALNUT RIDGE ESTATES SUBDIVISION – LOT 44 AND THE NORTHEAST CORNER OF WALNUT RIDGE ESTATES SUBDIVISION – LOT 45;
THENCE, WITH THE EAST LINES OF WALNUT RIDGE ESTATES SUBDIVISION – LOTS 42-44, THE FOLLOWING (2) CALLS:

1. N 25° 29' 53" E FOR A DISTANCE OF 410.00' TO A POINT;
2. N 09° 59' 44" E FOR A DISTANCE OF 278.11' TO A POINT LOCATED AT THE SOUTHEAST CORNER OF WALNUT RIDGE ESTATES RESUB SUBDIVISION – LOT 36;

THENCE, WITH THE EAST LINE OF WALNUT RIDGE ESTATES RESUB SUBDIVISION – LOT

36, N 38° 30' 03" E FOR A DISTANCE OF 134.94' TO A POINT LOCATED AT THE NORTHEAST CORNER OF WALNUT RIDGE ESTATES RESUB SUBDIVISION – LOT 36, A SOUTHERN CORNER OF PIERCE-STARNES AND AN WEST CORNER OF THIS PARCEL;

THENCE, WITH THE NORTH, EAST, SOUTH AND WEST LINES OF PIERCE-STARNES, THE FOLLOWING CALLS:

1. S 82° 18' 22" E FOR A DISTANCE OF 33.46' TO A POINT;
2. N 12° 54' 11" W FOR A DISTANCE OF 62.61' TO A POINT;
3. N 08° 41' 43" E FOR A DISTANCE OF 61.05' TO A POINT;
4. N 30° 01' 09" E FOR A DISTANCE OF 61.05' TO A POINT;
5. N 51° 20' 34" E FOR A DISTANCE OF 61.05' TO A POINT;
6. N 72° 39' 59" E FOR A DISTANCE OF 61.05' TO A POINT;
7. S 06° 40' 18" E FOR A DISTANCE OF 110.00' TO A POINT;
8. A CURVE, TURNING TO THE RIGHT WITH A RADIUS OF 55.00', WITH AN ARC LENGTH OF 83.25', WITH A CHORD BEARING OF S 53° 18' 28" E , WITH A CHORD LENGTH OF 75.53' ;
9. S 09° 56' 37" E FOR A DISTANCE OF 214.65' TO A POINT;
10. N 85° 37' 36" E FOR A DISTANCE OF 359.09' TO A POINT;
11. N 51° 51' 44" W FOR A DISTANCE OF 50.00' TO A POINT;
12. N 52° 54' 51" W FOR A DISTANCE OF 50.00' TO A POINT;
13. N 62° 43' 23" W FOR A DISTANCE OF 50.00' TO A POINT;
14. N 59° 18' 57" W FOR A DISTANCE OF 79.76' TO A POINT;
15. N 37° 25' 41" W FOR A DISTANCE OF 61.05' TO A POINT;
16. N 16° 06' 16" W FOR A DISTANCE OF 61.05' TO A POINT;
17. N 04° 39' 46" E FOR A DISTANCE OF 57.90' TO A POINT;
18. N 25° 59' 12" E FOR A DISTANCE OF 64.20' TO A POINT;
19. N 47° 52' 00" E FOR A DISTANCE OF 61.05' TO A POINT;
20. N 69° 11' 26" E FOR A DISTANCE OF 61.05' TO A POINT;
21. S 10° 08' 52" E FOR A DISTANCE OF 110.00' TO A POINT;
22. A CURVE, TURNING TO THE RIGHT WITH A RADIUS OF 55.00', WITH AN ARC LENGTH OF 97.59', WITH A CHORD BEARING OF S 49° 18' 56" E , WITH A CHORD LENGTH OF 85.28' ;
23. A REVERSE CURVE, TURNING TO THE LEFT WITH A RADIUS OF 50.00', WITH AN ARC LENGTH OF 53.33', WITH A CHORD BEARING OF S 29° 02' 17" E , WITH A CHORD LENGTH OF 50.84' ;
24. A REVERSE CURVE, TURNING TO THE RIGHT WITH A RADIUS OF 325.00', WITH AN ARC LENGTH OF 43.85', WITH A CHORD BEARING OF S 55° 43' 38" E , WITH A CHORD LENGTH OF 43.81';
25. S 51° 51' 44" E FOR A DISTANCE OF 161.22' TO A POINT;
26. A CURVE, TURNING TO THE LEFT WITH A RADIUS OF 475.00', WITH AN ARC LENGTH OF 97.99', WITH A CHORD BEARING OF S 57° 46' 20" E , WITH A CHORD LENGTH OF 97.82' ;
27. S 63° 40' 55" E FOR A DISTANCE OF 44.64' TO A POINT;
28. N 26° 19' 05" E FOR A DISTANCE OF 109.86' TO A POINT;
29. S 64° 04' 30" E FOR A DISTANCE OF 19.97' TO A POINT;
30. N 26° 19' 05" E FOR A DISTANCE OF 178.42' TO A POINT;
31. N 63° 40' 55" W FOR A DISTANCE OF 35.82' TO A POINT;
32. N 63° 40' 08" W FOR A DISTANCE OF 100.72' TO A POINT;
33. N 60° 35' 20" W FOR A DISTANCE OF 57.73' TO A POINT;
34. N 55° 20' 36" W FOR A DISTANCE OF 58.50' TO A POINT;
35. N 50° 14' 05" W FOR A DISTANCE OF 55.76' TO A POINT;
36. N 48° 21' 51" W FOR A DISTANCE OF 250.00' TO A POINT;
37. N 41° 38' 09" E FOR A DISTANCE OF 110.00' TO A POINT;

38. N 48° 21' 51" W FOR A DISTANCE OF 39.00' TO A POINT;
39. A CURVE, TURNING TO THE LEFT WITH A RADIUS OF 275.00', WITH AN ARC LENGTH OF 160.99', WITH A CHORD BEARING OF N 65° 08' 05" W , WITH A CHORD LENGTH OF 158.70' ;
40. N 81° 54' 19" W FOR A DISTANCE OF 39.99' TO A POINT;
41. S 08° 05' 41" W FOR A DISTANCE OF 24.86' TO A POINT;
42. S 19° 12' 25" W FOR A DISTANCE OF 29.63' TO A POINT;
43. S 29° 57' 25" W FOR A DISTANCE OF 131.51' TO A POINT;
44. S 27° 37' 47" W FOR A DISTANCE OF 211.76' TO A POINT;
45. S 72° 39' 59" W FOR A DISTANCE OF 210.11' TO A POINT;
46. S 51° 20' 34" W FOR A DISTANCE OF 70.47' TO A POINT;
47. N 49° 19' 09" W FOR A DISTANCE OF 132.28' TO A POINT;
48. N 90° 00' 00" E FOR A DISTANCE OF 0.00' TO A POINT;
49. N 51° 20' 34" E FOR A DISTANCE OF 119.42' TO A POINT;
50. N 31° 29' 27" E FOR A DISTANCE OF 271.18' TO A POINT;
51. N 81° 54' 19" W FOR A DISTANCE OF 490.24' TO A POINT LOCATED AT THE SOUTHWEST CORNER OF THIS PARCEL;

THENCE, WITH THE EAST LINE OF PIERCE-STARNES AND ACROSS THE TERMINUS OF VANGUARD DRIVE, N 08° 05' 41" E FOR A DISTANCE OF 176.02' TO THE ***POINT OF BEGINNING***;

THIS TRACT IS SUBJECT TO ANY EASEMENTS, RECORDED OR BY PRESCRIPTION, THAT A COMPLETE AND ACCURATE TITLE REPORT MAY REVEAL.

BEING A PORTION OF THE SAME PROPERTY CONVEYED TO MERITAGE HOMES OF TENNESSEE, INC. BY DEED OF RECORD IN BOOK 2435, PAGE 2811 IN THE REGISTER'S OFFICE OF RUTHERFORD COUNTY, TENNESSEE.

Parcels B & C: Parcel Nos. 029-023.00-000 & 029-023.01-000

MAP 29, PARCEL(S) 23.00 & 23.01

A TRACT OF LAND LOCATED IN THE 3rd CIVIL DISTRICT OF RUTHERFORD COUNTY, TENNESSEE. BEING BOUND IN GENERAL ON THE NORTH BY THE SOUTH RIGHT OF WAY OF INTERSTATE 24, ON THE EAST BY PHASE 1, HIGHPOINTE SUBDIVISION (PLAT BOOK 48, PAGE 273) ON THE SOUTH BY
JOHN M. GILLILAN LIVING TRUST (MAP 29, PARCEL 22.02 RECORD BOOK 1413, PAGE 2036), AND ON THE WEST BY SECTION 4, WOODLAND HILLS SUBDIVISION (PLAT BOOK 17, PAGE 94), SECTION 7, WOODLAND HILLS SUBDIVISION (PLAT BOOK 25, PAGE 124), SECTION 6, WOODLAND HILLS
SUBDIVISION (PLAT BOOK 23, PAGE 3), SECTION 3, WOODLAND HILLS SUBDIVISION (PLAT BOOK 14, PAGE 194), SECTION 5, WOODLAND HILLS SUBDIVISION (PLAT BOOK 16, PAGE 254), AND WALDRON ROAD INDUSTRIAL PARK SUBDIVISION (PLAT BOOK 11, PAGE 193). BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT IN THE SOUTHWESTERLY RIGHT OF WAY OF INTERSTATE 24. SAID MONUMENT BEING THE NORTHEAST CORNER OF LOT 6, WALDRON ROAD INDUSTRIAL
PARK SUBDIVISION; THENCE, WITH SAID RIGHT OF WAY FOR THE NEXT (3) CALLS:

1) S 51°35'44" E FORA DISTANCE OF 1,387.55' TO AN IRON PIN;
2) THENCE, S 51°53'27" E FOR A DISTANCE OF 203.61' TO AN IRON PIN;

3) THENCE, S 50°44'37" E FOR A DISTANCE OF 267.59' TO AN IRON PIN WITH CAP STAMPED (RAGAN-SMITH) AT THE NORTHWEST CORNER OF LOT 1, PHASE 1 HIGHPOINTE SUBDIVISION;

THENCE, WITH THE WEST LINE OF SAID LOT FOR THE NEXT (2) CALLS:

1) S 09°10'26" W FOR A DISTANCE OF 524.60' TO AN IRON PIN WITH CAP STAMPED (RAGAN-SMITH);
2) THENCE, S 09°20'56" W FOR A DISTANCE OF 626.49' TO AN IRON PIN AT THE NORTHWEST CORNER OF LOT 4, PHASE 1, HIGHPOINTE SUBDIVISION; THENCE, WITH THE WEST LINE OF LOT 4 S 09°19'56" W FOR A DISTANCE OF 298.01' TO AN IRON PIN AT THE NORTHEAST CORNER OF JOHN M. GILLILAND LIVING TRUST;

THENCE, WITH THE NORTH LINE OF GILLILAND AND GENERALLY FOLLOWING A FENCE FOR THE NEXT (9) CALLS:

1) S 85°34'06" W FOR A DISTANCE OF 279.70' TO AN IRON PIN;
2) THENCE, S 86°11 '52" W FOR A DISTANCE OF 149.82' TO AN IRON PIN;
3) THENCE, S 88°03'46" W FOR A DISTANCE OF 303.86' TO AN IRON PIN;
4) THENCE, S 87°14'08" W FOR A DISTANCE OF 113.38' TO AN IRON PIN;
5) THENCE, N 85°43'45" W FOR A DISTANCE OF 150.65' TO AN IRON PIN;
6) THENCE, N 82°07'16" W FOR A DISTANCE OF 310.21' TO AN IRON PIN;
7) THENCE, N 82°21 '59" W FOR A DISTANCE OF 158.31' TO AN IRON PIN;
8) THENCE, N 83°14'19" W FOR A DISTANCE OF 153.41' TO AN IRON PIN;
9) THENCE, N 83°37'52" W FOR A DISTANCE OF 119.23' TO AN IRON PIN AT THE SOUTHEAST CORNER OF LOT 273, SECTION 4, WOODLAND HILLS SUBDIVISION;

THENCE, WITH WOODLAND HILLS SUBDIVISION FOR THE NEXT (24) CALLS:

1) N 26°25'04" E FOR A DISTANCE OF 204.60' TO AN IRON PIN;
2) THENCE, N 29°49'34" E FOR A DISTANCE OF 50.09' TO AN IRON PIN;
3) THENCE, N 31 °07'43" E FOR A DISTANCE OF 148.29' TO AN IRON PIN;
4) THENCE, N 33°36'40" E FOR A DISTANCE OF 10.98' TO AN IRON PIN AT THE SOUTHWEST CORNER OF LOT 360, SECTION 7, WOODLAND HILLS SUBDIVISION;
5) S 56°23'20" E FOR A DISTANCE OF 221.11' TO AN IRON PIN;
6) THENCE, S 82°58'06" E FOR A DISTANCE OF 530.92' TO AN IRON PIN;
7) THENCE, N 83°18'15" E FOR A DISTANCE OF 379.61' TO A POINT IN THE CENTER LINE OF DRIFTWOOD COVE;
8) THENCE, WITH SAID CENTER LINE AND WITH A CURVE TURNING TO THE LEFT, WITH AN ARC LENGTH OF 20.92', WITH A RADIUS OF 200.00', WITH A CHORD BEARING OF N 04°05'08" E, AND A CHORD LENGTH OF 20.91' TO A POINT;
9) THENCE, LEAVING SAID CENTER LINES 88°54'40" E PASSING THROUGH AN IRON PIN AT 25' FOR A TOTAL DISTANCE OF 131.17' TO AN IRON PIN AT THE SOUTHEAST CORNER OF LOT 373, SECTION 7, WOODLAND HILLS SUBDIVISION;
10) THENCE, N 06°41 '45" W FOR A DISTANCE OF 170.25' TO AN IRON PIN;
11) THENCE, S 83°18'15" W FOR A DISTANCE OF 10.31' TO AN IRON PIN WITH CAP STAMPED (SEC);
12) THENCE, N 32°36'38" W FOR A DISTANCE OF 58.78' TO AN IRON PIN;
13) THENCE, N 14°35'19" W FOR A DISTANCE OF 66.98' TO AN IRON PIN;
14) THENCE, N 07°22'14" E FORA DISTANCE OF 77.43' TO AN IRON PIN;
15) THENCE, N 03°13'18" W FOR A DISTANCE OF 166.41' TO AN IRON PIN WITH CAP STAMPED (SEC);

16) THENCE, N 22°42'27" W FOR A DISTANCE OF 171.64' TO AN IRON PIN IN THE EAST LINE OF LOT 310, SECTION 6, WOODLAND HILLS SUBDIVISION;
17) N 12°56'22" W FORA DISTANCE OF 148.01' TO AN IRON PIN;
18) THENCE, N 22°29'36" W FOR A DISTANCE OF 75.99' TO AN IRON PIN;
19) THENCE, N 37°36'00" W FOR A DISTANCE OF 210.80' TO AN IRON PIN;
20) THENCE, N 62°12'20" W FOR A DISTANCE OF 151.46' *TO* AN IRON PIN;
21)THENCE, N77°34'15"WFORADISTANCEOF182.79'-OAN IRON PIN;
22) THENCE, S 82°13'46" W FOR A DISTANCE OF 53.01' TO AN IRON PIN;
23) THENCE, N 81°46'32" W FOR A DISTANCE OF 366.12' -o AN IRON PIN IN THE NORTH LINE OF LOT 215, SECTION 3, WOODLAND HILLS SUBDIVISION. SAID PIN BEING THE SOUTHEAST CORNER OF LOT 302, SECTION 5, WOODLAND HILLS SUBDIVISION;
24) THENCE, N 08°05'59" E FOR A DISTANCE OF 405.76' TO AN IRON PIN AT THE NORTHEAST CORNER OF LOT 300 OF SAID SECTION. SAID PIN BEING THE SOUTHEAST CORNER OF LOT 7, WALDRON ROAD INDJSTRIAL PARK SUBDIVISION; THENCE, N 08°07'40" E FOR A DISTANCE OF 280.20' TO AN IRON PIN AT THE SOUTHEAST CORNER OF LOT 6, WALDRON ROAD INDUSTRIAL PARK SUBDIVISION;

THENCE, N 08°07'40" E FOR A DISTANCE OF 395.00' TO THE POINT OF BEGINNING, HAVING AN AREA OF 47.964 ACRES, MORE OR LESS, ACCORDING TO SURVEY PREPARED BY SITE ENGINEERING CONSULTANTS, DAVID A. PARKER, TN RLS NO. 2381, DATED MAY 07, 2024.

EXHIBIT B

ENGINEER'S REPORT

PAPE–DAWSON

PREPARED FOR:

WALDRON ROAD INFRASTRUCTURE DEVELOPMENT DISTRICT

ENGINEER:

PAPE–DAWSON

MARCH - 2026

ENGINEER'S REPORT
WALDRON ROAD IDD

1. PURPOSE

The purpose of this report is to describe the public infrastructure improvements associated with the Mission Hills and Woodland Hills Developments in support of the creation of an Infrastructure Development District (IDD).

2. THE PROJECT

This report describes the CIP that is necessary for the development of:

a. Offsite Gravity Sewer Improvements
b. Onsite Utility Improvements
c. Neighborhood improvements

It is anticipated that Meritage Homes of Tennessee, Inc. will develop Mission Hills and M/I Homes of Nashville, LLC will develop Woodland Hills. Legal descriptions and sketches for Woodland Hills and Mission Hills are shown in **Exhibit A.**

Product Mix

The table below shows the product types that will be part of the development:

Product Types by Section

Product Type	Unit Count
Mission Hills Section 2	
SF Units	49
Mission Hills Section 3	
SF Units	67
Mission Hils Section 4	
SF Units	44
Mission Hills Section 5	
SF Units	51
Mission Hills Section 6	
SF Units	41
Woodland Hills	
SF Units	85
Total	337

List of Mission Hills & Woodland Hills Project Improvements

The various improvements that are part of the overall CIP are described in detail in the Mission Hills and Woodland Hills Development Plan, and those descriptions include the following:

- Mission Hills and Woodland Hills stormwater management improvements
- Mission Hills and Woodland Hills neighborhood roadways
- Mission Hills and Woodland Hills water (**City of LaVergne Water**) and sewer (**City of LaVergne Sewer**)
- Mission Hills and Woodland Hills primary electrical (**MTE**)

Permits

The status of the applicable permits for the Project is as follows:

- Development Plan
- Development Site Plan
- Offsite Sewer Improvements, Site Plan
- Final Plat
- Development NOI, SWPPP, & ARAP Permits

Estimated Costs / Benefits

The following table shows the estimated costs for the Project.

ESTIMATED COSTS FOR PROJECT

DESCRIPTION	PROJECT COST	OPERATION & MAINTENANCE ENTITY	OWNERSHIP
Potable Water Distribution System	$1,723,761.00	City	City
Wastewater System	$3,753,589.24	City	City
Stormwater Management System (No Earthwork)	$977,773.36	HOA	HOA
Onsite Roadway Improvements	$1,524,168.00	City	City
Offsite Sewer Improvements	$5,645,500.00	City	City
Soft Cost & Fees	*$1,000,000.00*	-	-
Subtotal	*$14,624,791.60*	-	-
Contingency (25%)	*$3,656,197.90*	-	-
TOTAL (Subtotal + Contingency)	**$18,280,989.50**	**-**	**-**

1. The probable costs estimated herein do not include anticipated carrying cost, interest reserves or other anticipated IDD expenditures that may be incurred.
2. Roadway, landscape/hardscape/irrigation, and amenities improvements, if behind hard-gates, will not be part of the estimated probable CIP costs.
3. The developer(s) reserves the right to finance any of the improvements outlined above, and have such improvements owned and maintained by a property owner's or homeowner's association (in which case such items would not be part of the CIP) or a third-party. Anything owned and maintained by property owner or HOA would not be eligible for tax exempt funding under this IDD.
4. A third-party, or an applicable property owner's or homeowner's association may elect to maintain any City-owned improvements, subject to the terms of an agreement with the City that complies with the management contract safe harbor under Internal Revenue Procedure 2017-13.
5. Roadway, stormwater and potable/reuse/sewer improvements and associated professional fees subject to mobility fee credits or reimbursement by local agencies will not be part of the estimated probable CIP costs.
6. The Potable Water Distribution System that will serve this development is operated and maintained by LaVergne Water, a public utility provider.
7. The upgraded list station is designed for 680 GPM (peak design flow). The 337 units in the IDD combine to an estimated ±82 GPM at 350 GPD per unit (average daily flow). A peak factor of 4 brings this estimated demand to 328 GPM or ±48% of the lift station's peak design flow.

3. CONCLUSION

The Project will be designed in accordance with current governmental regulations and requirements. The Project will serve its intended function so long as the construction is in substantial compliance with the design.

It is further our opinion that:

- the estimated cost to the Project as set forth herein is reasonable based on prices currently being experienced in the jurisdiction in which the development is located, and is not greater than the lesser of the actual cost of construction or the fair market value of such infrastructure

- all improvements comprising the Project are required by applicable development approvals issued pursuant to Title 7, Chapter 84, Tennessee Code

- the Project is feasible to construct, there are no technical reasons existing at this time that would prevent the implementation of the Project, and it is reasonable to assume that all necessary regulatory approvals will be obtained in due course

- the assessable property within the Waldron Road Infrastructure Development District will receive a special benefit from the Project that is at least equal to the costs of the Project.

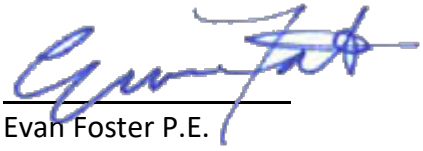
As described above, this report identifies the benefits from the Project to the lands within the Waldron Road Infrastructure Development District. The general public, property owners, and property outside the development will benefit from the provisions of the Project; however, these are incidental to the Project, which are designed solely to provide special benefits peculiar to property within the Waldron Road Infrastructure Development District. Special and peculiar benefits accrue to property within the Project and enable properties within its boundaries to be developed.

The Waldron Road Infrastructure Development District will be owned by governmental units, and such Waldron Road Development is intended to be available and will reasonably be available for use by the general public (either by being part of a system of improvements that is available to the general public or is otherwise available to the general public) including nonresidents of the development. All of the Waldron Road Development public infrastructure is or will be located on land owned or to be owned by a governmental entity or on perpetual easements in favor of a governmental entity. The Waldron Road Development, and any cost estimates set forth herein, do not include any earthwork, grading or other improvements on

private lots or property. The city will pay the lesser of the cost of the components of the Waldron Road Development or the fair market value.

Please note that the Waldron Road Development as presented herein is based on current plans and market conditions which are subject to change. Accordingly, the Waldron Road Development, as used herein, refers to sufficient public infrastructure of the kinds described herein (i.e., stormwater/floodplain management, sanitary sewer, potable water, etc.) to support the development and sale of the planned residential units in the Project, which (subject to true-up determinations) number and type of units may be changed with the development of the site. Stated differently, during development and implementation of the public infrastructure improvements as described for the development, it may be necessary to make modifications and/or deviations for the plans, and the Project expressly reserves the right to do so.

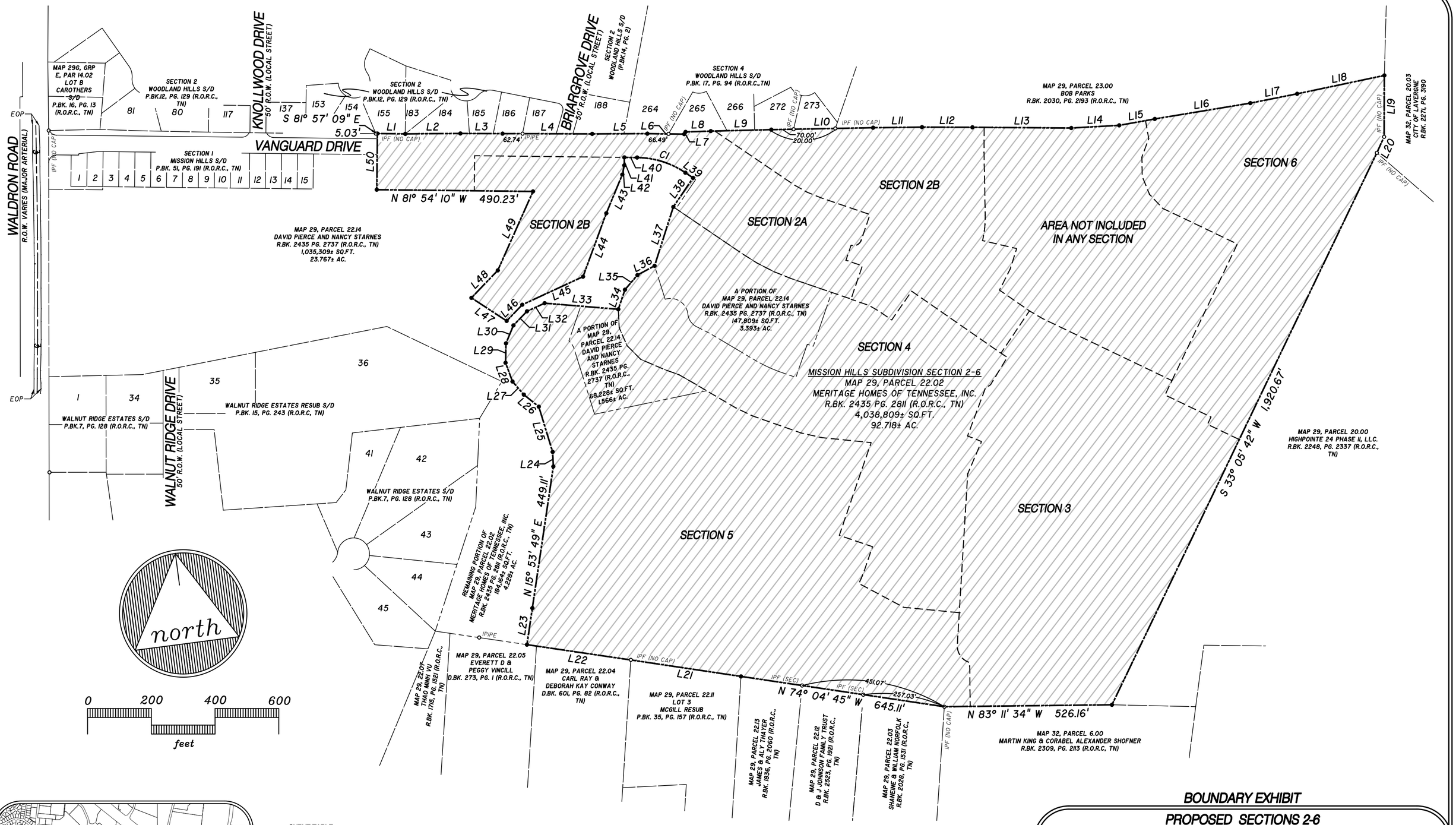
Project Engineer:
Pape-Dawson Consulting Engineers, LLC

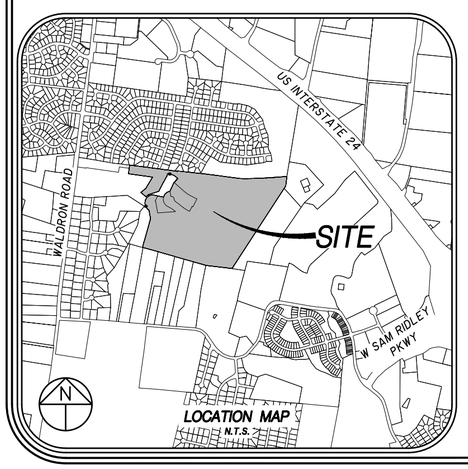


Evan Foster P.E.
TN License No. 120457

EXHIBIT A: Legal Description and Sketch for the Waldron Road Development

EXHIBIT A





CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	275.00'	033°32'29"	160.99'	N 65° 08' 05" W	158.70'

LINE TABLE

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S 81° 57' 09" E	87.39'	L18	N 85° 34' 06" E	279.70'	L35	N 47° 52' 00" E	60.32'
L2	S 82° 58' 14" E	173.08'	L19	S 07° 40' 53" W	192.61'	L36	N 69° 11' 26" E	61.05'
L3	S 82° 17' 03" E	132.25'	L20	S 31° 55' 42" W	55.13'	L37	N 25° 07' 27" E	194.03'
L4	S 82° 24' 12" E	281.33'	L21	N 74° 02' 42" W	349.56'	L38	N 41° 38' 09" E	110.03'
L5	S 82° 45' 19" E	173.14'	L22	N 74° 10' 15" W	329.39'	L39	N 48° 21' 51" W	29.12'
L6	S 81° 50' 13" E	115.75'	L23	N 15° 49' 45" E	115.97'	L40	N 81° 54' 19" W	40.01'
L7	N 37° 36' 17" E	8.05'	L24	N 04° 33' 24" E	45.83'	L41	S 08° 05' 41" W	24.89'
L8	S 84° 21' 35" E	79.10'	L25	N 09° 31' 54" W	148.29'	L42	S 19° 12' 25" W	29.63'
L9	S 83° 55' 22" E	190.00'	L26	N 43° 47' 38" W	60.20'	L43	S 29° 57' 25" W	131.51'
L10	S 83° 37' 52" E	319.58'	L27	N 33° 20' 32" W	54.48'	L44	S 27° 37' 47" W	211.76'
L11	S 83° 14' 19" E	153.41'	L28	N 12° 54' 11" W	62.61'	L45	S 72° 39' 59" W	210.11'
L12	S 82° 21' 59" E	158.31'	L29	N 08° 41' 43" E	61.05'	L46	S 51° 20' 34" W	70.47'
L13	S 82° 07' 16" E	310.21'	L30	N 30° 01' 09" E	61.05'	L47	N 49° 19' 09" W	132.28'
L14	S 85° 43' 45" E	150.65'	L31	N 51° 20' 34" E	61.05'	L48	N 51° 20' 34" E	119.42'
L15	N 87° 14' 08" E	113.38'	L32	N 72° 39' 59" E	61.05'	L49	N 31° 29' 27" E	271.18'
L16	N 88° 03' 46" E	303.86'	L33	S 77° 49' 47" E	232.09'	L50	N 08° 05' 41" E	176.02'
L17	N 86° 11' 52" E	149.82'	L34	N 26° 13' 47" E	64.89'			

BOUNDARY EXHIBIT

PROPOSED SECTIONS 2-6

MISSION HILLS

WALDRON ROAD, LAVERGNE, TENNESSEE, 37086
3RD CIVIL DISTRICT OF RUTHERFORD COUNTY, TENNESSEE

MERITAGE HOMES OF TENNESSEE, INC.
RECORD BOOK 2435, PAGE 2811 R.O.R.C., TN
MAP 029, P/O PARCEL 22.02

DAVID PIERCE AND NANCY STARNES
RECORD BOOK 2435, PAGE 2737 R.O.R.C., TN
MAP 29, P/O PARCEL 22.14

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PROJ. #	DATE:	FILE:	DRAWN BY:	SCALE:	SHEET
22078.49	3/16/2026 REV:	22078 Mission Hills S2-6	WCC	1" = 200'	1 OF 1

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MAP 029, P/O PARCEL 22.02
MERITAGE HOMES OF TENNESSEE, INC.
RECORD BOOK 2435, PAGE 2811 R.O.R.C., TN
MAP 029, P/O PARCEL 22.14
DAVID PIERCE AND NANCY STARNES
RECORD BOOK 2435, PAGE 2737 R.O.R.C., TN
4,038,809 SQUARE FEET, 92.718± ACRES

A PARCEL OF LAND LYING IN THE 3RD CIVIL DISTRICT OF RUTHERFORD COUNTY, TENNESSEE AND BOUNDED IN GENERAL BY WOODLAND HILLS - S2 - LOTS 155 & 183-188 – P.BK. 12, PG. 129 (R.O.R.C., TN), THE TERMINUS OF BRIARGROVE DRIVE, WOODLAND HILLS – S4 – LOTS 264-266 & 272-273 – P.BK. 17, PG. 94 (R.O.R.C., TN), AND BOB PARKS (029-23.00) – R.BK. 2030, PG. 2193 ON THE NORTH; CITY OF LAVERGNE (032-20.03) – R.BK. 2271, PG. 3190 (R.O.R.C., TN) AND HIGHPOINTE 24 PHASE II, LLC (029-020.00) – R.BK. 2248, PG. 2337 ON THE EAST; MARTIN KING & CORABEL ALEXANDER SHOFNER (032-006.00) – R.BK. 2309, PG. 2113 (R.O.R.C., TN), SHANEINE & WILLIAM NORFOLK (029-022.03) – R.BK. 2028, PG. 1531 (R.O.R.C., TN), D & J JOHNSON FAMILY TRUST (029-022.12) – R.BK. 2523, PG. 1921 (R.O.R.C., TN), JAMES & ALY THAYER (029-022.13) – R.BK. 1836, PG. 2060 (R.O.R.C., TN), MCGILL SUBDIVISION RESUB – LOT 3 – P.BK. 35, PG. 157 (R.O.R.C., TN), CARL RAY & DEBORAH KAY CONWAY (029-022.04) – D.BK. 601, PG. 82 (R.O.R.C., TN), AND EVERETT D. & PEGGY VINCILL (029-022.05) – D.BK. 273, PG. 1 (R.O.R.C., TN) ON THE SOUTH; AND THE REMAINING PORTION OF MERITAGE HOMES OF TENNESSEE, INC. (029-022.02) – R.BK. 2435, PG. 2811 (R.O.R.C., TN), THE REMAINING PORTION OF DAVID PIERCE AND NANCY STARNES (029-022.14) – R.BK. 2435, PG. 2737 (R.O.R.C., TN), AND THE TERMINUS OF VANGUARD DRIVE ON THE WEST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIN LOCATED AT THE SOUTHEAST CORNER OF WOODLAND HILLS – S2 – LOT 154; THENCE, WITH THE SOUTH LINE OF WOODLAND HILLS – S2 – LOT 155, S 81° 57' 09" E FOR A DISTANCE OF 5.03' TO THE ***POINT OF BEGINNING***;

THENCE, WITH THE SOUTH LINES OF WOODLAND HILLS - S2 - LOTS 155 & 183-188, THE TERMINUS OF BRIARGROVE DRIVE, THE SOUTH LINE OF WOODLAND HILLS – S4 – LOTS 264-266 & 272-273, AND THE SOUTH LINE OF PARKS (029-023.00) THE FOLLOWING (10) CALLS:

1. S 81° 57' 09" E FOR A DISTANCE OF 87.39' TO A POINT;
2. S 82° 58' 14" E FOR A DISTANCE OF 173.08' TO A POINT;
3. S 82° 17' 03" E FOR A DISTANCE OF 132.25' TO A POINT;
4. S 82° 24' 12" E THROUGH AN IRON PIPE AT 62.74’ AND FOR A TOTAL DISTANCE OF 281.33' TO A POINT;
5. S 82° 45' 19" E FOR A DISTANCE OF 173.14' TO A POINT;
6. S 81° 50' 13" E THROUGH AN IRON PIN (NO CAP) AT 66.49’ AND FOR A TOTAL DISTANCE OF 115.75' TO A POINT;
7. N 37° 36' 17" E FOR A DISTANCE OF 8.05' TO A POINT;
8. S 84° 21' 35" E FOR A DISTANCE OF 79.10' TO A POINT;
9. S 83° 55' 22" E FOR A DISTANCE OF 190.00' TO A POINT;
10. S 83° 37' 52" E THROUGH AN IRON PINS (NOT CAP) AT 70’ AND 201.00’ AND FOR A TOTAL DISTANCE OF 319.58' TO A POINT LOCATED IN THE SOUTH LINE OF PARKS (029-023.00);

THENCE, WITH THE SOUTH LINE OF PARKS (029-023.00) FOR THE FOLLOWING (8) CALLS:

1. S 83° 14' 19" E FOR A DISTANCE OF 153.41' TO A POINT;
2. S 82° 21' 59" E FOR A DISTANCE OF 158.31' TO A POINT;
3. S 82° 07' 16" E FOR A DISTANCE OF 310.21' TO A POINT;
4. S 85° 43' 45" E FOR A DISTANCE OF 150.65' TO A POINT;
5. N 87° 14' 08" E FOR A DISTANCE OF 113.38' TO A POINT;
6. N 88° 03' 46" E FOR A DISTANCE OF 303.86' TO A POINT;
7. N 86° 11' 52" E FOR A DISTANCE OF 149.82' TO A POINT;
8. N 85° 34' 06" E FOR A DISTANCE OF 279.70' TO A POINT LOCATED AT THE NORTHEAST CORNER OF MERITAGE HOMES OF TENNESSEE, INC. (029-022.02), THE SOUTHEAST CORNER OF PARKS (029-023.00), AND IN THE WEST LINE OF CITY OF LAVERGNE (032-020.03);

THENCE, WITH THE WEST LINE OF CITY OF LAVERGNE (032-020.03), THE FOLLOWING (2) CALLS:

1. S 07° 40' 53" W FOR A DISTANCE OF 192.61' TO AN IRON PIN (NO CAP);
2. S 31° 55' 42" W FOR A DISTANCE OF 55.13' TO AN IRON PIN (NO CAP) LOCATED AT THE SOUTHWEST CORNER OF CITY OF LAVERGNE (032-020.03) AND THE NORTHERNMOST CORNER OF HIGHPOINTE 24 PHASE II, LLC (029-020.00);

THENCE, WITH THE WEST LINE OF HIGHPOINTE 24 PHASE II, LLC (029-020.00), S 33° 05' 42" W FOR A DISTANCE OF 1,920.67' TO A POINT LOCATED AT THE SOUTHWEST CORNER OF HIGHPOINTE 24 PHASE II, LLC (029-020.00), THE SOUTHEAST CORNER OF MERITAGE HOMES OF TENNESSEE, INC. (029-022.02), AND IN THE NORTH LINE OF SHOFNER

(032-006.00);
THENCE, WITH THE NORTH LINE OF SHOFNER (032-006.00) N 83° 11' 34" W FOR A DISTANCE OF 526.16' TO AN IRON PIN (NO CAP) LOCATED AT THE NORTHWEST CORNER OF SHOFNER (032-006.00) AND THE NORTHEAST CORNER OF NORFOLK (029-022.03);
THENCE, WITH THE NORTH LINES OF NORFOLK (029-022.03), D & J JOHNSON FAMILY TRUST (029-022.12), AND THAYER, N 74° 04' 45" W THROUGH AN IRON PINS (SEC) AT 257.03’ AND 451.07’ AND FOR A TOTAL DISTANCE OF 645.11' TO A POINT LOCATED AT THE NORTHWEST CORNER OF THAYER AND THE NORTHEAST CORNER OF MCGILL SUBDIVISION RESUB – LOT 3 (029-22.11);
THENCE, WITH THE NORTH LINE OF MCGILL SUBDIVISION RESUB – LOT 3 (029-22.11) N 74° 02' 42" W FOR A DISTANCE OF 349.56' TO AN IRON PIN (NO CAP) LOCATED AT THE NORTHWEST CORNER OF MCGILL SUBDIVISION RESUB – LOT 3 AND THE NORTHEAST CORNER OF CONWAY (029-022.04);
THENCE, WITH THE NORTH LINES OF CONWAY (029-022.04) AND VINCILL (029-022.05) N 74° 10' 15" W FOR A DISTANCE OF 329.39' TO A POINT;
THENCE, WITH NEW LINES THROUGH MERITAGE HOMES OF TENNESSEE, INC. (029-022.02), THE FOLLOWING (6) CALLS:

1. N 15° 49' 45" E FOR A DISTANCE OF 115.97' TO A POINT;
2. N 15° 53' 49" E FOR A DISTANCE OF 449.11' TO A POINT;
3. N 04° 33' 24" E FOR A DISTANCE OF 45.83' TO A POINT;
4. N 09° 31' 54" W FOR A DISTANCE OF 148.29' TO A POINT;
5. N 43° 47' 38" W FOR A DISTANCE OF 60.20' TO A POINT;
6. N 33° 20' 32" W FOR A DISTANCE OF 54.48' TO A POINT;

THENCE, WITH THE SOUTH LINES OF PIERCE AND STARNES (029-022.14), THE FOLLOWING (6) CALLS:

1. N 90° 00' 00" E FOR A DISTANCE OF 0.00' TO A POINT;
2. N 12° 54' 11" W FOR A DISTANCE OF 62.61' TO A POINT;
3. N 08° 41' 43" E FOR A DISTANCE OF 61.05' TO A POINT;
4. N 30° 01' 09" E FOR A DISTANCE OF 61.05' TO A POINT;
5. N 51° 20' 34" E FOR A DISTANCE OF 61.05' TO A POINT;
6. N 72° 39' 59" E FOR A DISTANCE OF 61.05' TO A POINT;

THENCE, WITH THE SOUTH LINE OF AND THROUGH A PORTION OF PIERCE AND STARNES (029-022.14) S 77° 49' 47" E FOR A DISTANCE OF 232.09' TO A POINT;
THENCE, WITH THE EASET LINES OF PIERCE AND STARNES (029-022.14), THE FOLLOWING (3) CALLS:

1. N 26° 13' 47" E FOR A DISTANCE OF 64.89' TO A POINT;
2. N 47° 52' 00" E FOR A DISTANCE OF 60.32' TO A POINT;
3. N 69° 11' 26" E FOR A DISTANCE OF 61.05' TO A POINT;

THENCE, WITH NEW LINES THROUGH PIERCE AND STARNES (029-022.14), THE FOLLOWING (2) CALLS:

1. N 25° 07' 27" E FOR A DISTANCE OF 194.03' TO A POINT;
2. N 41° 38' 09" E FOR A DISTANCE OF 110.03' TO A POINT;

THENCE, WITH THE NORTH AND EAST LINES OF PIERCE AND STARNES (029-022.14), THE FOLLOWING (13) CALLS:

1. N 48° 21' 51" W FOR A DISTANCE OF 29.12' TO A POINT;
2. A CURVE, TURNING TO THE LEFT WITH A RADIUS OF 275.00', WITH AN ARC LENGTH OF 160.99', WITH A CHORD BEARING OF N 65° 08' 05" W , WITH A CHORD LENGTH OF 158.70' ;
3. N 81° 54' 19" W FOR A DISTANCE OF 40.01' TO A POINT;
4. S 08° 05' 41" W FOR A DISTANCE OF 24.89' TO A POINT;
5. S 19° 12' 25" W FOR A DISTANCE OF 29.63' TO A POINT;
6. S 29° 57' 25" W FOR A DISTANCE OF 131.51' TO A POINT;
7. S 27° 37' 47" W FOR A DISTANCE OF 211.76' TO A POINT;
8. S 72° 39' 59" W FOR A DISTANCE OF 210.11' TO A POINT;
9. S 51° 20' 34" W FOR A DISTANCE OF 70.47' TO A POINT;
10. N 49° 19' 09" W FOR A DISTANCE OF 132.28' TO A POINT;
11. N 51° 20' 34" E FOR A DISTANCE OF 119.42' TO A POINT;
12. N 31° 29' 27" E FOR A DISTANCE OF 271.18' TO A POINT;
13. N 81° 54' 10" W FOR A DISTANCE OF 490.23' TO A POINT;

THENCE, WITH THE EAST LINE OF PIERCE AND STARNES (029-022.14) AND ACROSS THE TERMINUS OF VANGUARD DRIVE, N 08° 05' 41" E FOR A DISTANCE OF 176.02' TO THE ***POINT OF BEGINNING***;

HAVING AN AREA OF 4,038,809± SQUARE FEET, 92.718± ACRES.

THIS TRACT IS SUBJECT TO ANY EASEMENTS, RECORDED OR BY PRESCRIPTION, THAT A COMPLETE AND ACCURATE TITLE REPORT MAY REVEAL.

BEING A PORTION OF THE SAME PROPERTY CONVEYED TO MERITAGE HOMES OF TENNESSEE, INC. BY DEED OF RECORD IN BOOK 2435, PAGE 2811 IN THE REGISTER'S OFFICE OF RUTHERFORD COUNTY, TENNESSEE.

ALSO, BEING A PORTION OF THE SAME PROPERTY CONVEYED TO DAVID PIERCE AND NANCY STARNES BY DEED OF RECORD IN BOOK 2435, PAGE 2737 IN THE REGISTER'S OFFICE OF RUTHERFORD COUNTY, TENNESSEE.

Parcels B & C: Parcel Nos. 029-023.00-000 & 029-023.01-000

MAP 29, PARCEL(S) 23.00 & 23.01

A TRACT OF LAND LOCATED IN THE 3rd CIVIL DISTRICT OF RUTHERFORD COUNTY, TENNESSEE. BEING BOUND IN GENERAL ON THE NORTH BY THE SOUTH RIGHT OF WAY OF INTERSTATE 24, ON THE EAST BY PHASE 1, HIGHPOINTE SUBDIVISION (PLAT BOOK 48, PAGE 273) ON THE SOUTH BY
JOHN M. GILLILAN LIVING TRUST (MAP 29, PARCEL 22.02 RECORD BOOK 1413, PAGE 2036), AND ON THE WEST BY SECTION 4, WOODLAND HILLS SUBDIVISION (PLAT BOOK 17, PAGE 94), SECTION 7, WOODLAND HILLS SUBDIVISION (PLAT BOOK 25, PAGE 124), SECTION 6, WOODLAND HILLS
SUBDIVISION (PLAT BOOK 23, PAGE 3), SECTION 3, WOODLAND HILLS SUBDIVISION (PLAT BOOK 14, PAGE 194), SECTION 5, WOODLAND HILLS SUBDIVISION (PLAT BOOK 16, PAGE 254), AND WALDRON ROAD INDUSTRIAL PARK SUBDIVISION (PLAT BOOK 11, PAGE 193). BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT IN THE SOUTHWESTERLY RIGHT OF WAY OF INTERSTATE 24. SAID MONUMENT BEING THE NORTHEAST CORNER OF LOT 6, WALDRON ROAD INDUSTRIAL
PARK SUBDIVISION; THENCE, WITH SAID RIGHT OF WAY FOR THE NEXT (3) CALLS:

1) S 51°35'44" E FORA DISTANCE OF 1,387.55' TO AN IRON PIN;
2) THENCE, S 51°53'27" E FOR A DISTANCE OF 203.61' TO AN IRON PIN;
3) THENCE, S 50°44'37" E FOR A DISTANCE OF 267.59' TO AN IRON PIN WITH CAP STAMPED (RAGAN-SMITH) AT THE NORTHWEST CORNER OF LOT 1, PHASE 1 HIGHPOINTE SUBDIVISION;

THENCE, WITH THE WEST LINE OF SAID LOT FOR THE NEXT (2) CALLS:

1) S 09°10'26" W FOR A DISTANCE OF 524.60' TO AN IRON PIN WITH CAP STAMPED (RAGAN-SMITH);
2) THENCE, S 09°20'56" W FOR A DISTANCE OF 626.49' TO AN IRON PIN AT THE NORTHWEST CORNER OF LOT 4, PHASE 1, HIGHPOINTE SUBDIVISION; THENCE, WITH THE WEST LINE OF LOT 4 S 09°19'56" W FOR A DISTANCE OF 298.01' TO AN IRON PIN AT THE NORTHEAST CORNER OF JOHN M. GILLILAND LIVING TRUST;

THENCE, WITH THE NORTH LINE OF GILLILAND AND GENERALLY FOLLOWING A FENCE FOR THE NEXT (9) CALLS:

1) S 85°34'06" W FOR A DISTANCE OF 279.70' TO AN IRON PIN;
2) THENCE, S 86°11 '52" W FOR A DISTANCE OF 149.82' TO AN IRON PIN;
3) THENCE, S 88°03'46" W FOR A DISTANCE OF 303.86' TO AN IRON PIN;
4) THENCE, S 87°14'08" W FOR A DISTANCE OF 113.38' TO AN IRON PIN;
5) THENCE, N 85°43'45" W FOR A DISTANCE OF 150.65' TO AN IRON PIN;
6) THENCE, N 82°07'16" W FOR A DISTANCE OF 310.21' TO AN IRON PIN;
7) THENCE, N 82°21 '59" W FOR A DISTANCE OF 158.31' TO AN IRON PIN;
8) THENCE, N 83°14'19" W FOR A DISTANCE OF 153.41' TO AN IRON PIN;
9) THENCE, N 83°37'52" W FOR A DISTANCE OF 119.23' TO AN IRON PIN AT THE SOUTHEAST CORNER OF LOT 273, SECTION 4, WOODLAND HILLS SUBDIVISION;

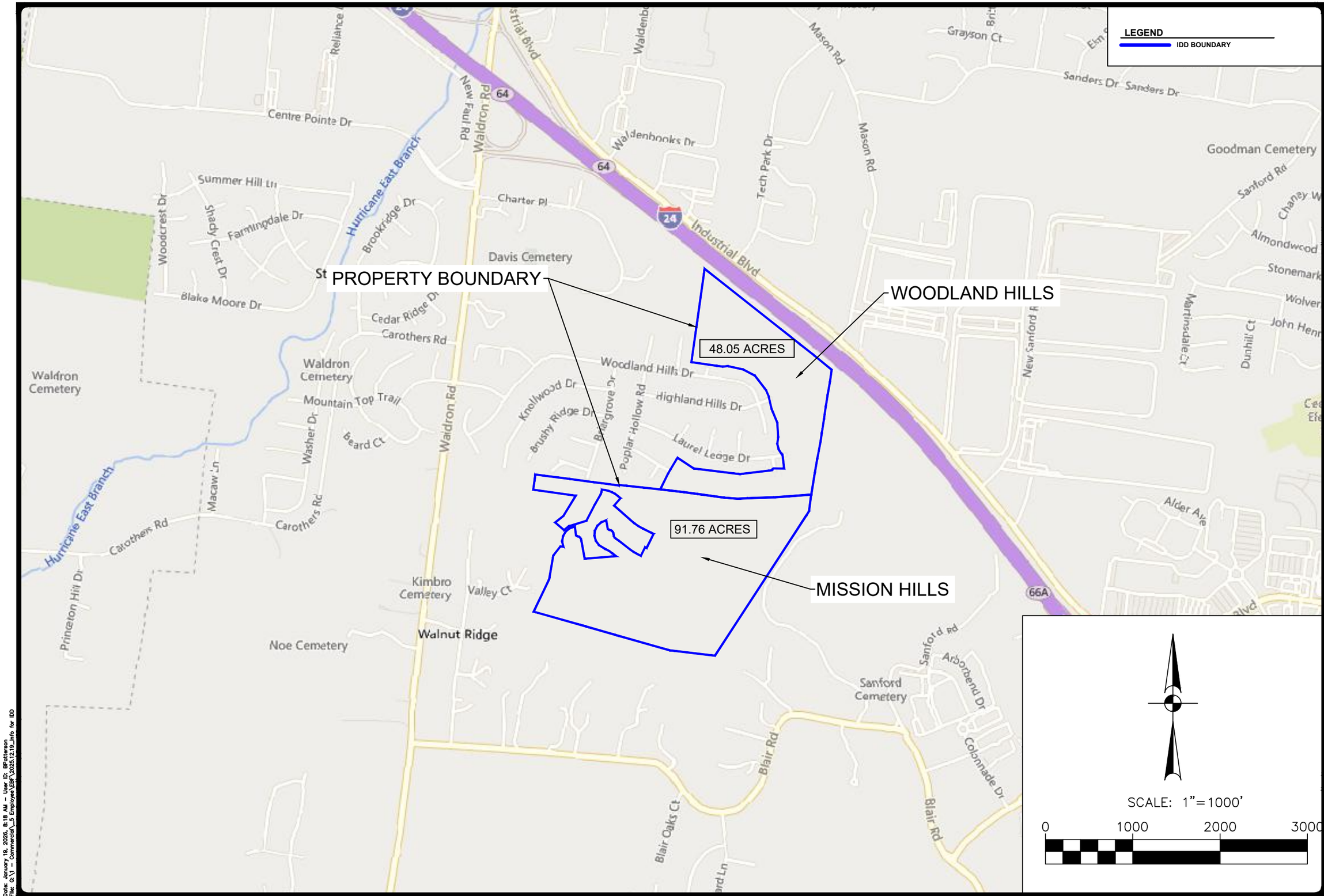
THENCE, WITH WOODLAND HILLS SUBDIVISION FOR THE NEXT (24) CALLS:

1) N 26°25'04" E FOR A DISTANCE OF 204.60' TO AN IRON PIN;
2) THENCE, N 29°49'34" E FOR A DISTANCE OF 50.09' TO AN IRON PIN;
3) THENCE, N 31 °07'43" E FOR A DISTANCE OF 148.29' TO AN IRON PIN;
4) THENCE, N 33°36'40" E FOR A DISTANCE OF 10.98' TO AN IRON PIN AT THE SOUTHWEST CORNER OF LOT 360, SECTION 7, WOODLAND HILLS SUBDIVISION;
5) S 56°23'20" E FOR A DISTANCE OF 221.11' TO AN IRON PIN;
6) THENCE, S 82°58'06" E FOR A DISTANCE OF 530.92' TO AN IRON PIN;
7) THENCE, N 83°18'15" E FOR A DISTANCE OF 379.61' TO A POINT IN THE CENTER LINE OF DRIFTWOOD COVE;

8) THENCE, WITH SAID CENTER LINE AND WITH A CURVE TURNING TO THE LEFT, WITH AN ARC LENGTH OF 20.92', WITH A RADIUS OF 200.00', WITH A CHORD BEARING OF N 04°05'08" E, AND A CHORD LENGTH OF 20.91' TO A POINT;
9) THENCE, LEAVING SAID CENTER LINES 88°54'40" E PASSING THROUGH AN IRON PIN AT 25' FOR A TOTAL DISTANCE OF 131.17' TO AN IRON PIN AT THE SOUTHEAST CORNER OF LOT 373, SECTION 7, WOODLAND HILLS SUBDIVISION;
10) THENCE, N 06°41 '45" W FOR A DISTANCE OF 170.25' TO AN IRON PIN;
11) THENCE, S 83°18'15" W FOR A DISTANCE OF 10.31' TO AN IRON PIN WITH CAP STAMPED (SEC);
12) THENCE, N 32°36'38" W FOR A DISTANCE OF 58.78' TO AN IRON PIN;
13) THENCE, N 14°35'19" W FOR A DISTANCE OF 66.98' TO AN IRON PIN;
14) THENCE, N 07°22'14" E FORA DISTANCE OF 77.43' TO AN IRON PIN;
15) THENCE, N 03°13'18" W FOR A DISTANCE OF 166.41' TO AN IRON PIN WITH CAP STAMPED (SEC);
16) THENCE, N 22°42'27" W FOR A DISTANCE OF 171.64' TO AN IRON PIN IN THE EAST LINE OF LOT 310, SECTION 6, WOODLAND HILLS SUBDIVISION;
17) N 12°56'22" W FORA DISTANCE OF 148.01' TO AN IRON PIN;
18) THENCE, N 22°29'36" W FOR A DISTANCE OF 75.99' TO AN IRON PIN;
19) THENCE, N 37°36'00" W FOR A DISTANCE OF 210.80' TO AN IRON PIN;
20) THENCE, N 62°12'20" W FOR A DISTANCE OF 151.46' *TO* AN IRON PIN;
21) THENCE, N77°34'15"WFORADISTANCEOF182.79'-OAN IRON PIN;
22) THENCE, S 82°13'46" W FOR A DISTANCE OF 53.01' TO AN IRON PIN;
23) THENCE, N 81°46'32" W FOR A DISTANCE OF 366.12' -o AN IRON PIN IN THE NORTH LINE OF LOT 215, SECTION 3, WOODLAND HILLS SUBDIVISION. SAID PIN BEING THE SOUTHEAST CORNER OF LOT 302, SECTION 5, WOODLAND HILLS SUBDIVISION;
24) THENCE, N 08°05'59" E FOR A DISTANCE OF 405.76' TO AN IRON PIN AT THE NORTHEAST CORNER OF LOT 300 OF SAID SECTION. SAID PIN BEING THE SOUTHEAST CORNER OF LOT 7, WALDRON ROAD INDJSTRIAL PARK SUBDIVISION; THENCE, N 08°07'40" E FOR A DISTANCE OF 280.20' TO AN IRON PIN AT THE SOUTHEAST CORNER OF LOT 6, WALDRON ROAD INDUSTRIAL PARK SUBDIVISION;

THENCE, N 08°07'40" E FOR A DISTANCE OF 395.00' TO THE POINT OF BEGINNING, HAVING AN AREA OF 47.964 ACRES, MORE OR LESS, ACCORDING TO SURVEY PREPARED BY SITE ENGINEERING CONSULTANTS, DAVID A. PARKER, TN RLS NO. 2381, DATED MAY 07, 2024.

APPENDIX A



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TENNESSEE A&E PROFESSIONALS FIRM #111104

WOODLAND HILLS AND MISSION HILLS
WALDRON ROAD, LAVERGNE, TN 37086 RUTHERFORD COUNTY
LOCATION MAP

JOB NO. 21300101-00
DATE 02/16/2026
DESIGNER M. SHERIDAN
CHECKED EBF
DRAWN MCS
SHEET 1

Date: January 19, 2026, 8:18 AM - User ID: BPatterson
File: G:\1 - Commercial_5 Employee\EBF\2025.12.19_Info for IDD

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LEGEND

IDD BOUNDARY

WOODLAND HILLS

48.05 ACRES

MISSION HILLS

91.76 ACRES

SCALE: 1"=500'

0 500 1000 1500

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WOODLAND HILLS AND MISSION HILLS

WALDRON ROAD, LAVERGNE, TN 37086 RUTHERFORD COUNTY

BOUNDARY MAP

JOB NO. 21300101-000
DATE 02/16/2026
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CHECKED EBF
DRAWN MCS
SHEET 2

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WOODLAND HILLS AND MISSION HILLS

WALDRON ROAD, LAVERGNE, TN 37086 RUTHERFORD COUNTY

CONCEPT PLAN

SCALE: 1"=500'

0 500 1000 1500

JOB NO. 21300101-000
DATE 02/16/2026
DESIGNER M. SHERIDAN
CHECKED EBF
DRAWN MCS

SHEET 3

Date: January 18, 2026, 8:19 AM - User ID: BPatterson
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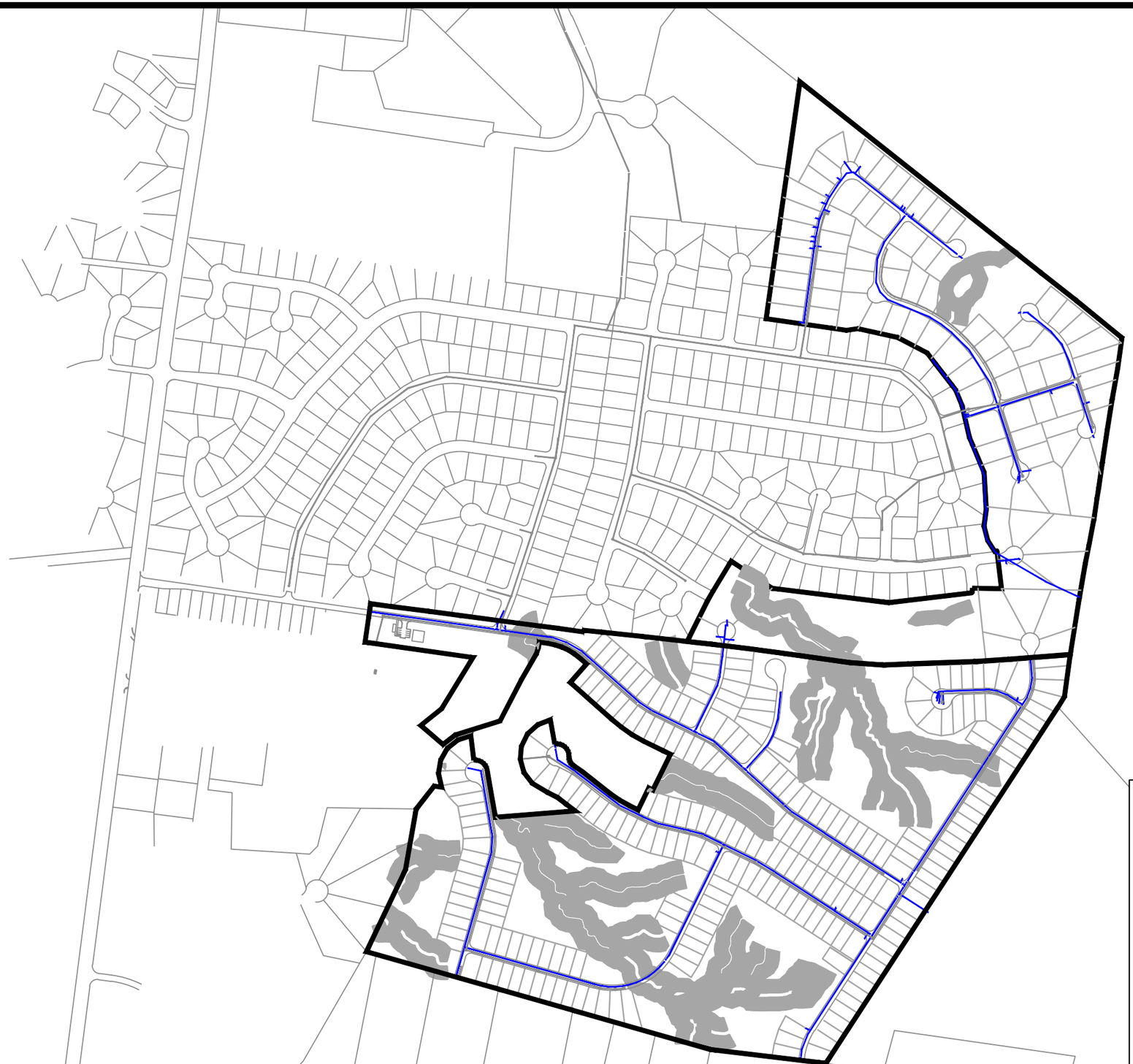

SCALE: 1"=500'

0 500 1000 1500

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WOODLAND HILLS AND MISSION HILLS

WALDRON ROAD, LAVERGNE, TN 37086 RUTHERFORD COUNTY

POTABLE WATER DISTRIBUTION SYSTEM MAP

JOB NO. 21300101-000
DATE 02/16/2026
DESIGNER M. SHERIDAN
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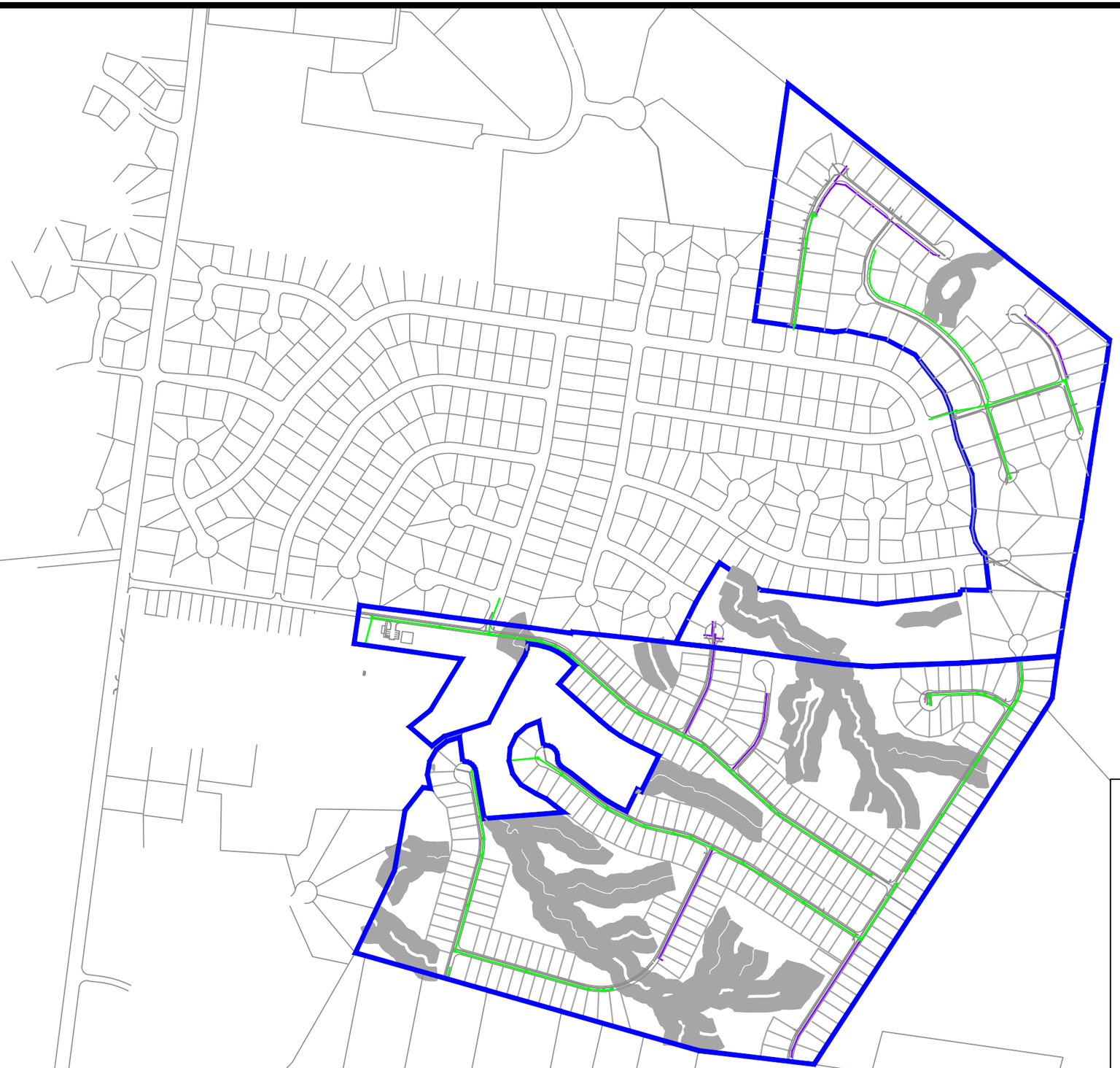

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TENNESSEE A&E PROFESSIONALS FIRM #111104

WOODLAND HILLS AND MISSION HILLS

WALDRON ROAD, LAVERGNE, TN 37086 RUTHERFORD COUNTY

WASTEWATER SYSTEM MAP

SCALE: 1"=500'

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JOB NO. 21300101-000
DATE 02/16/2026
DESIGNER M. SHERIDAN
CHECKED EBF
DRAWN MCS
SHEET 5

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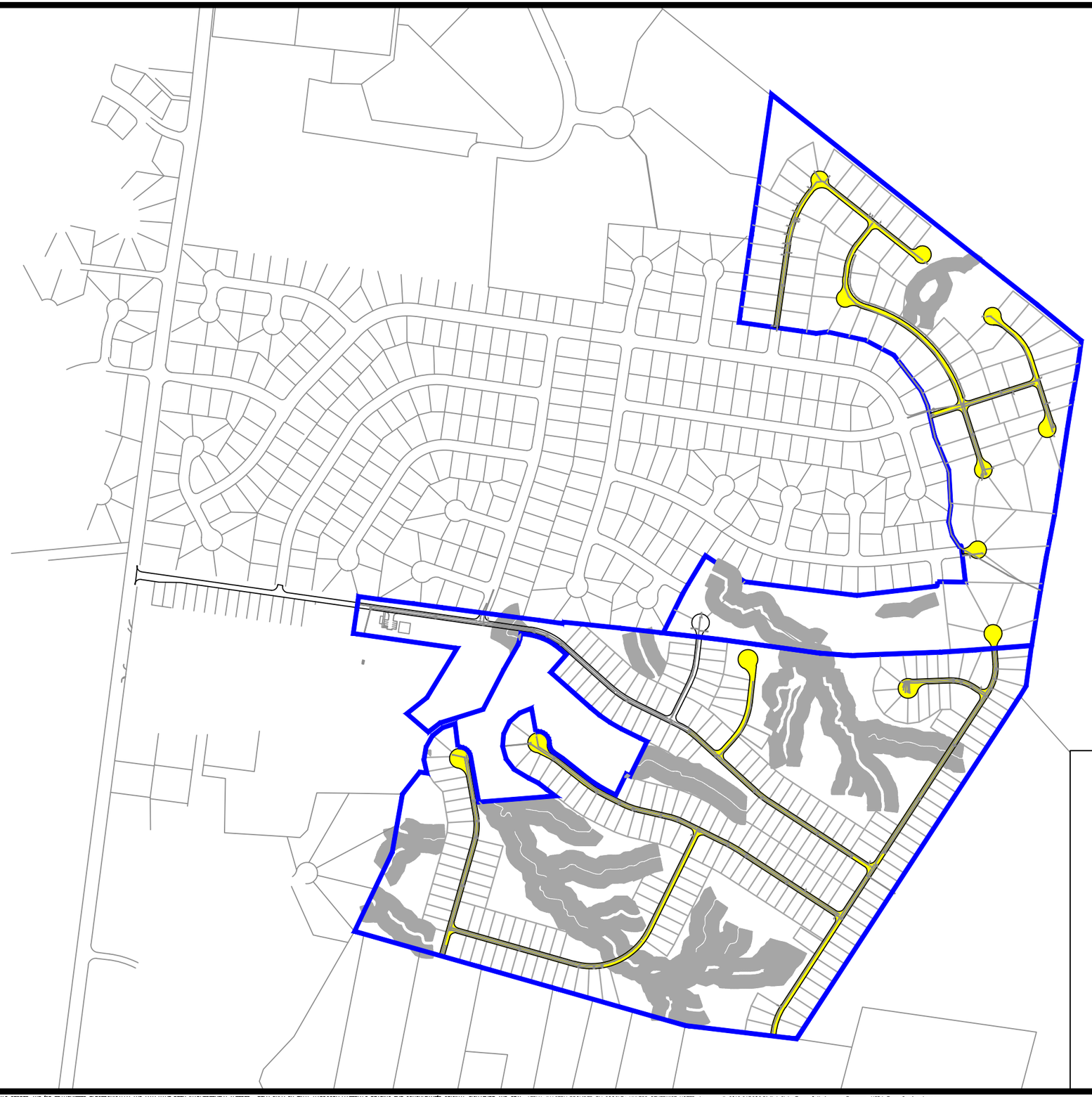

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WOODLAND HILLS AND MISSION HILLS

WALDRON ROAD, LAVERGNE, TN 37086 RUTHERFORD COUNTY

ROADWAY NETWORK MAP

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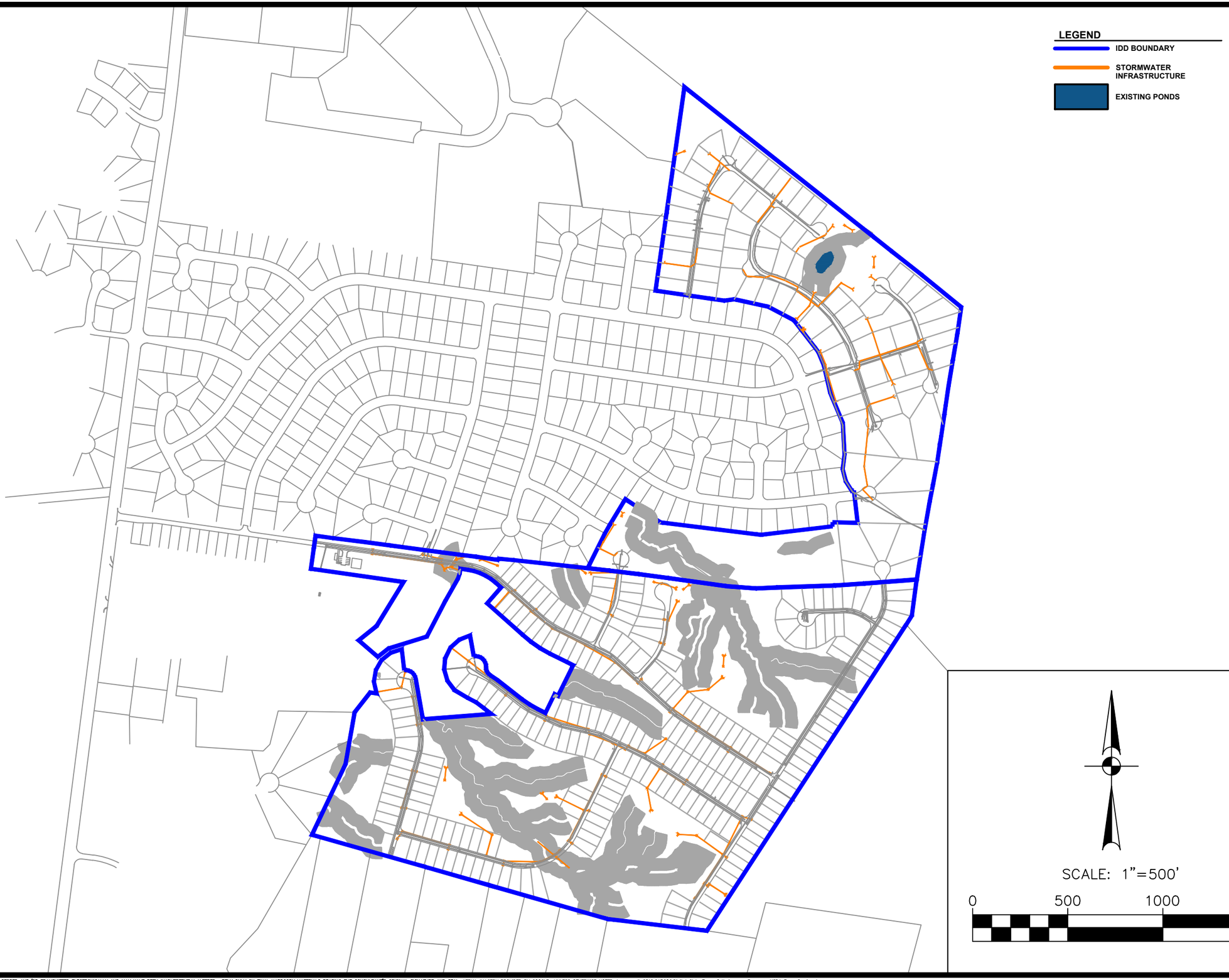

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WOODLAND HILLS AND MISSION HILLS

WALDRON ROAD, LAVERGNE, TN 37086 RUTHERFORD COUNTY

STORMWATER MANAGEMENT SYSTEM MAP

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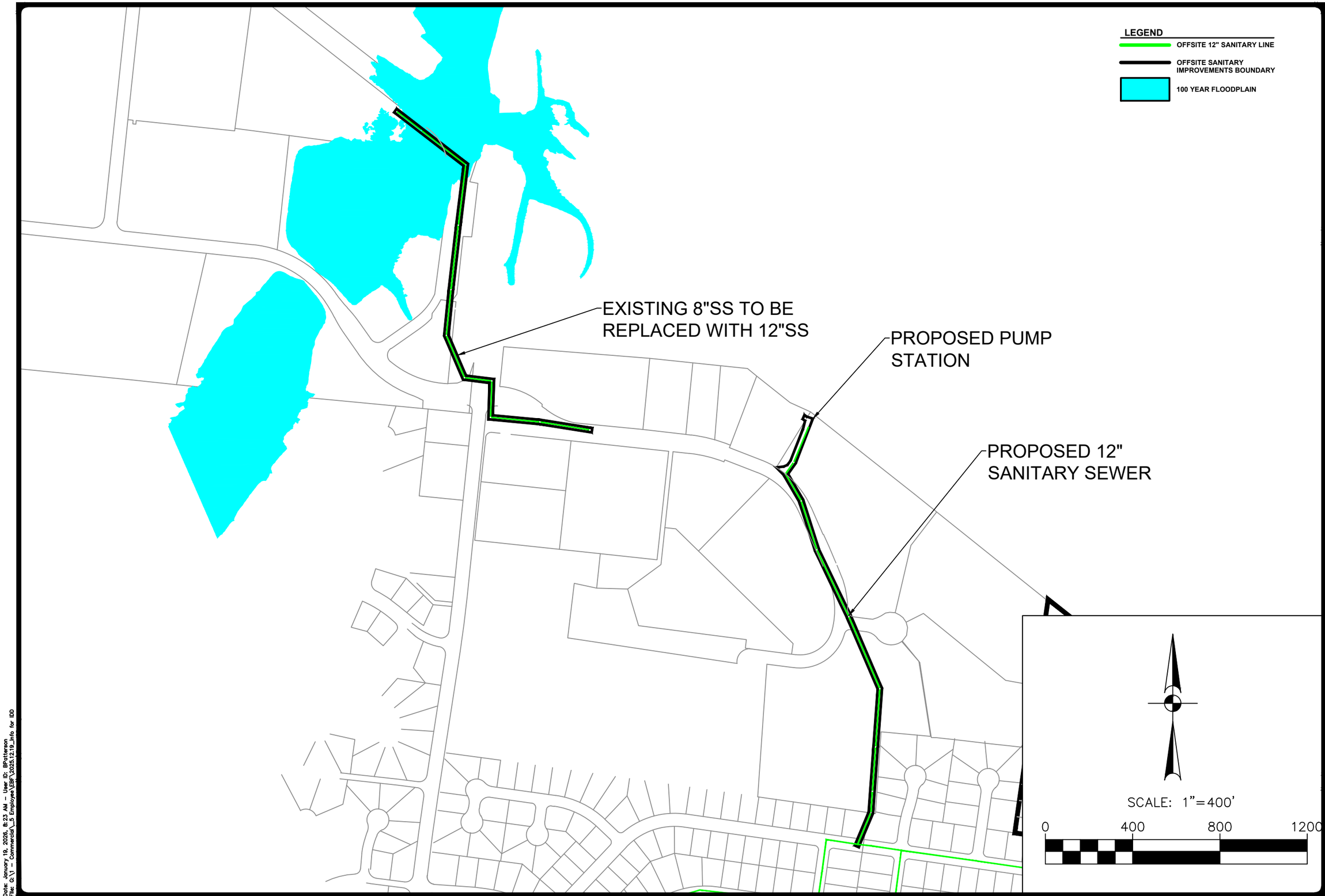

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WOODLAND HILLS AND MISSION HILLS
WALDRON ROAD, LAVERGNE, TN 37086 RUTHERFORD COUNTY
OFFSITE SANITARY IMPROVEMENTS

JOB NO. 21300101-000
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EXHIBIT C

MASTER SPECIAL ASSESSMENT METHODOLOGY REPORT

WALDRON ROAD
RESIDENTIAL INFRASTRUCTURE DEVELOPMENT DISTRICT

Master Special Assessment Methodology Report

February 23, 2026

Provided by:

Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431
Phone: 561-571-0010
Fax: 561-571-0013
Website: www.whhassociates.com

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1.0 Introduction

1.1 Purpose

This Master Special Assessment Methodology Report (the "Report") was developed to provide a financing plan and a special assessment methodology for the Waldron Road Residential Infrastructure Development District (the “District”), located entirely within the City of La Vergne, Rutherford County, Tennessee, as related to funding the costs of public infrastructure improvements (the “Capital Improvement Plan” or “CIP”) contemplated to be provided for the benefit of the District.

The District is an Infrastructure Development District created under the 2025 REIDA Act, Tenn. Code Ann. §§ 7-84-801 *et seq.*, and as such, is not an actual governmental entity, but is an area defined by a metes and bounds legal description of land as approved by the City of La Vergne. References to “District” in the report refer to the area of land to be assessed and not a separate governmental entity. The special assessment bonds ultimately issued to finance the eligible public infrastructure improvements will be issued through a governmental entity such as the City of La Vergne or an Industrial Development Board or a similar governmental entity.

1.2 Scope of the Report

This Report presents the projections for financing the District's Capital Improvement Plan described in the Engineer’s Report developed by Pape-Dawson (the “Project Engineer”) and dated February 2026 (the “Engineer's Report”), as well as describes the method for the allocation of special benefits and the apportionment of special assessment resulting from the provision and funding of the CIP.

1.3 Special Benefits and General Benefits

The public infrastructure improvements undertaken and funded for the benefit of the District as part of the CIP create special and peculiar benefits, different in kind and degree from general and incidental benefits to the public at large. However, as discussed within this Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits which accrue to property within the District. The District’s CIP enables properties within its boundaries to be developed.

There is no doubt that the general public and property owners of property outside the District will benefit from the provision of the CIP. However, these benefits are only incidental since the CIP is designed solely to provide special benefits peculiar to property within the District. Properties outside the District are not directly served by the CIP and do not depend upon the CIP to obtain or to maintain their development entitlements. This fact alone clearly distinguishes the special benefits which District properties receive compared to those lying outside of the District's boundaries.

The CIP will provide public infrastructure improvements which are all necessary in order to make the lands within the District developable and saleable. The installation of such improvements will cause the value of the developable and saleable lands within the District to increase by more than the sum of the financed cost of the individual components of the CIP. Even though the exact value of the benefits provided by the CIP is hard to estimate at this point, it is nevertheless greater than the costs associated with providing the same.

1.4 Organization of the Report

Section Two describes the development program as proposed by the Developers, as defined below.

Section Three provides a summary of the CIP as determined by the Project Engineer.

Section Four discusses the financing program for the District.

Section Five introduces the special assessment methodology for the District.

2.0 Development Program

2.1 Overview

The CIP will serve the Waldron Road development, a master planned residential development located entirely within the City of La Vergne, Rutherford County, Tennessee (the "Development" or “Waldron Road”). The land within the District consists of approximately 139.81 +/- acres and is generally located east of Waldron Road, north of Blair Road, and south of I-24.

2.2 The Development Program

The development of Waldron Road is anticipated to be conducted by Meritage Homes of Tennessee, Inc. or an affiliated entity as well as M/I Homes of Nashville, LLC. Or an affiliated entity (collectively the "Developers"). Based upon the information provided by the Developers and the Project Engineer, the current development plan envisions a total of 335 single-family units to be developed over a multi-year period in one or more development phases, with a portion of the CIP expected to be financed through a single bond issuance, although unit numbers, land use types and phasing may change throughout the development period. Table 1 in the *Appendix* illustrates the current development plan for Waldron Road.

3.0 The Capital Improvement Plan

3.1 Overview

The public infrastructure costs to be funded for the benefit of the District are described by the Project Engineer in the Engineer's Report. Only public infrastructure that may qualify for bond financing by the District under Tennessee Code 7-84-801 through 7-84-828 and under the Internal Revenue Code of 1986, as amended, was included in these estimates.

3.2 Capital Improvement Plan

The public infrastructure improvements that are part of the CIP and are needed to serve the Development are projected to consist of master improvements which will serve all of the lands in the District. The Developers, however, reserves the right to create distinct assessment areas to coincide with the phases of development. The CIP will consist of potable water distribution system, wastewater system, stormwater management system (no earthwork), on-site roadway improvements, off-site sewer improvements, along with soft costs & fees and contingency, which cumulatively are estimated by the Project Engineer at $20,554,715.50.

The public infrastructure improvements that comprise the CIP will serve and provide benefit to all land uses in the District and will comprise an interrelated system of improvements, which means all of improvements will serve the entire District and improvements will be interrelated such that they will reinforce one another.

4.0 Financing Program

4.1 Overview

As noted above, the Developers are embarking on a program of capital improvements which will facilitate the development of lands within the District. Generally, construction of public improvements is either funded by the Developers and subsequently acquired by the City with special assessment bond proceeds or funded directly with special assessment bond proceeds. A combination of both methods may be utilized, depending on the timing of the special assessment bond issuance.

5.0 Assessment Methodology

5.1 Overview

As described above, the infrastructure improvements that are part of the CIP outlined in *Section 3.2* and described in more detail by the Project Engineer in the Engineer's Report lead to special and general benefits, with special benefits accruing to the assessable properties within the boundaries of the District and general benefits accruing to areas outside the District but being only incidental in nature. All properties that receive special benefits from the CIP will be assessed for their fair share of such infrastructure costs (including any debt service associated therewith).

5.2 Benefit Allocation

The most current development plan anticipates the development of a total of 335 single-family units to be developed over a multi-year period in one or more development phases, with a portion of the CIP expected to be financed through a single bond issuance, although unit numbers and land use types may change throughout the development period.

The public infrastructure improvements that comprise the CIP will serve and provide benefit to all land uses in the District and will comprise an interrelated system of improvements, which means all of the public improvements will serve the entire District and improvements will be interrelated such that they will reinforce one another.

By allowing for the land in the District to be developable, both the public infrastructure improvements that comprise the CIP and their combined benefit will be greater than the sum of their individual benefits. All of the land uses within the District will benefit from each infrastructure improvement category, as the improvements provide

basic infrastructure for community development to all land within the District and benefit all land within the District as an integrated system of improvements.

As stated previously, the public infrastructure improvements included in the CIP have a logical connection to the special and peculiar benefits received by the land within the District, as without such improvements, the development of the properties within the District would not be possible. Based upon the connection between the improvements and the special and peculiar benefits to the land within the District, the District can assign or allocate a portion of the costs of such improvements through the imposition of non-ad valorem assessments, to the land receiving such special and peculiar benefits. Even though these special and peculiar benefits are real and ascertainable, the precise amount of the benefit cannot yet be calculated with mathematical certainty. However, such benefit is more valuable than either the cost of, or the actual non-ad valorem assessment levied for, the improvement allocated to that parcel of land.

The benefit associated with the CIP of the District is proposed to be allocated to the different unit types within the District in proportion to the density of development as measured by a standard unit called an Equivalent Residential Unit ("ERU"). The table below illustrates the ERU weights that are proposed to be assigned to the unit types contemplated to be developed within the District based on the relative density of development, the total ERU counts for each unit type, and the maximum annual assessment per unit anticipated by the Developers.

The rationale behind different ERU weights is supported by the fact that generally and on average product types with a greater density and greater intensity of use of infrastructure, such as large single-family lots, will use and benefit from the District's improvements more than product types with lesser density and lesser intensity of use of infrastructure, generally and on average product types with lesser density and lesser intensity of use of infrastructure produce less storm water runoff, may produce fewer vehicular trips, and may need less water/sewer capacity than product types with greater density and greater intensity of use of infrastructure. As the exact amount of the benefit is not possible to be calculated at this time, the use of ERU measures serves as a reasonable approximation of the relative amount of benefit received by the different product types from the District's improvements.

Generally stated, the bond assessments have been established based on ERU values per land use category and product type and the share of benefit received by each land use category and product type. As generally noted in the Report, additional land use categories and product types may be developed throughout the development period. To that end, the District's Assessment Consultant will use the benefit allocation methodology used in the Report to (i.) derive ERU factors for the new product types and (ii) allocate proportionate share of the bond assessments to such new product types.

5.3 Assigning Debt

The Benefit Assessments associated with repayment of the Bonds will initially be levied on all of the gross acres of land in the District. Consequently, the Benefit Assessments will initially be levied on approximately 139.81 +/- gross acres on an equal pro-rata gross acre basis and thus the total Benefit Assessments in the amount of $28,575,000 will be preliminarily levied on approximately 139.81 +/- gross acres at a rate of $204,384.52 per acre.

As the land is platted, the Benefit Assessments will be allocated to each platted parcel on a first platted-first assigned basis based on the planned use for that platted parcel as reflected in Table 5 in the *Appendix*. Such allocation of Benefit Assessments to platted parcels will reduce the amount of Benefit Assessments levied on unplatted gross acres within the District.

Further, to the extent that any residential land which has not been platted is sold to another developer or builder, the Benefit Assessments will be assigned to such parcel at the time of the sale based upon the development rights associated with such parcel that are transferred from seller to buyer. The District shall provide an estoppel or similar document to the buyer evidencing the amount of Benefit Assessments transferred at sale.

5.4 Lienability Test: Special and Peculiar Benefit to the Property

As first discussed in *Section 1.3*, Special Benefits and General Benefits, public infrastructure improvements undertaken by the District create special and peculiar benefits to certain properties within the District. The District's improvements benefit assessable properties within the District and accrue to all such assessable properties on an ERU basis.

Public infrastructure improvements undertaken by the District can be shown to be creating special and peculiar benefits to the property

within the District. The special and peculiar benefits resulting from each improvement include, but are not limited to:

a. added use of the property;
b. added enjoyment of the property;
c. decreased insurance premiums;
d. increased marketability and value of the property.

The public infrastructure improvements which are part of the CIP make the land in the District developable and saleable and when implemented jointly as parts of the CIP, provide special and peculiar benefits which are greater than the benefits of any single category of improvements. These special and peculiar benefits are real and ascertainable, but not yet capable of being calculated and assessed in terms of numerical value; however, such benefits are more valuable than either the cost of, or the actual assessment levied for, the improvement or debt allocated to the parcel of land.

5.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay

A reasonable estimate of the proportion of special and peculiar benefits received from the improvements is delineated in Table 4 (expressed as ERU factors) in the *Appendix*.

The apportionment of the Benefit Assessments is fair and reasonable because it was conducted on the basis of consistent application of the methodology described in *Section 5.2* across all assessable property within the District according to reasonable estimates of the special and peculiar benefits derived from the CIP by different product types.

5.6 True-Up Mechanism

The District's assessment program is predicated on the development of lots in a manner sufficient to include all of the planned ERUs as set forth in Table 1 in the *Appendix* ("Development Plan"). At such time as lands are to be platted (or re-platted) or site plans are to be approved (or re-approved), the plat or site plan (either, herein, "Proposed Plat") shall be presented to the District for a "true-up" review as follows:

a. If a Proposed Plat results in the same amount of ERUs (and thus Benefit Assessments) able to be imposed on the "Remaining Unplatted Lands" (i.e., those remaining unplatted lands after the Proposed Plat is recorded) as compared to what was originally

contemplated under the Development Plan, then the District shall allocate the Benefit Assessments to the product types being platted and the remaining property in accordance with this Report, and cause the Benefit Assessments to be recorded in the District's Improvement Lien Book.

b. If a Proposed Plat results in a greater amount of ERUs (and thus Benefit Assessments) able to be imposed on the Remaining Unplatted Lands as compared to what was originally contemplated under the Development Plan, then the District may undertake a pro rata reduction of Benefit Assessments for all assessed properties within the District, may allocate additional ERUs/ densities for a future bond financing, or may otherwise address such net decrease as permitted by law.

c. If a Proposed Plat results in a lower amount of ERUs (and thus Benefit Assessments) able to be imposed on the Remaining Unplatted Lands as compared to what was originally contemplated under the Development Plan, then the District shall require the landowner(s) of the lands encompassed by the Proposed Plat to pay a "True-Up Payment" equal to the difference between: (i) the Benefit Assessments originally contemplated to be imposed on the lands subject to the Proposed Plat, and (ii) the Benefit Assessments able to be imposed on the lands subject to the Proposed Plat, after the Proposed Plat (plus applicable interest, collection costs, penalties, etc.).

With respect to the foregoing true-up analysis, the Administrator of the District or District's Assessment Consultant, in consultation with the Project Engineer and the Bond Counsel, shall determine in his or her sole discretion what amount of ERUs (and thus Benefit Assessments) are able to be imposed on the Remaining Unplatted Lands, taking into account a Proposed Plat, by reviewing: a) the original, overall development plan showing the number and type of units reasonably planned for the Development, b) the revised, overall development plan showing the number and type of units reasonably planned for the Development, c) proof of the amount of entitlements for the Remaining Unplatted Lands, d) evidence of allowable zoning conditions that would enable those entitlements to be placed in accordance with the revised development plan, and e) documentation that shows the feasibility of implementing the proposed development plan. Prior to any decision by the District not to impose a true-up payment, a supplemental methodology shall be produced demonstrating that there will be sufficient Benefit Assessments to pay debt service on the applicable series of bonds and the District will conduct new proceedings under Tennessee

Code 7-84-801 through 7-84-828 upon the advice of District Counsel.

Any True-Up Payment shall become due and payable that tax year by the landowner of the lands subject to the Proposed Plat, shall be in addition to the regular Benefit Assessment installment payable for such lands, and shall constitute part of the Benefit Assessment liens imposed against the Proposed Plat property until paid. A True-Up Payment shall include accrued interest on the applicable bond series to the interest payment date that occurs at least 45 days after the True-Up Payment (or the second succeeding interest payment date if such True-Up Payment is made within forty-five (45) calendar days before an interest payment date (or such other time as set forth in the supplemental indentures for the applicable bond series)).

All Benefit Assessments levied run with the land, and such Benefit Assessment liens include any True-Up Payments. The District will not release any liens on property for which True-Up Payments are due, until provision for such payment has been satisfactorily made. Further, upon the District's review of the final plat for the developable acres, any unallocated Benefit Assessments shall become due and payable and must be paid prior to the District's approval of that plat. This true-up process applies for both plats and/or re-plats.

Such review shall be limited solely to the function and the enforcement of the District's Benefit Assessment liens and/or true-up agreements. Nothing herein shall in any way operate to or be construed as providing any other plat approval or disapproval powers to the District. For further detail on the true-up process, please refer to the True-Up Agreement and applicable assessment resolution(s).

5.7 Assessment Roll

The Benefit Assessments of $28,575,000 are proposed to be levied over the area described in Exhibit "A". Excluding any capitalized interest period, Benefit Assessments shall be paid in thirty (30) annual principal installments.

5.8 Additional Items Regarding Benefit Assessment Imposition and Allocation

This master assessment methodology is intended to establish the necessary benefit and fair and reasonable allocation findings for a master assessment lien, which may give rise to one or more individual assessment liens relating to individual bond issuances necessary to fund all or a portion of the project(s) referenced herein

comprising the CIP. All such liens shall be within the benefit limits established herein and using the allocation methodology described herein, and shall be described in one or more supplemental reports.

As noted herein, the CIP functions as a system of improvements. Among other implications, this means that proceeds from any particular bond issuance can be used to fund improvements within any benefitted property or designated assessment area within the District, regardless of where the Benefit Assessments are levied, provided that Benefit Assessments are fairly and reasonably allocated across all benefitted properties.

As set forth in any supplemental report, and for any particular bond issuance, the Developers may opt to "buy down" the Benefit Assessments on particular product types and/or lands using a contribution of cash, infrastructure or other consideration, and in order for Benefit Assessments to reach certain target levels. Note that any "true-up," as described herein, may require a payment to satisfy "true-up" obligations as well as additional contributions to maintain such target assessment levels. Any amounts contributed by the Developers to pay down Benefit Assessments will not be eligible for "deferred costs," if any are provided for in connection with any particular bond issuance.

No Benefit Assessments will be allocated herein to any public or private amenities or other common areas planned for the Development. Such amenities and common areas will be owned and operated by the master homeowners' association.

In the event that the CIP is not completed, required contributions are not made, additional benefitted lands are added to the District and/or assessment area(s), or under certain other circumstances, the host municipality may elect to reallocate the Benefit Assessments provided however that any such reallocation shall not be construed to relieve any party of contractual or other obligations to the District.

6.0 Additional Stipulations

6.1 Overview

Wrathell, Hunt & Associates, LLC was retained by the Developer to prepare a methodology to fairly allocate the special assessments related to the District's CIP. Certain financing, development and engineering data was provided by the Project Engineer and/or the Developer. The allocation methodology described herein was based

on information provided by those professionals. Wrathell, Hunt & Associates, LLC makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this report.

Wrathell, Hunt & Associates, LLC does not represent the City, the Industrial Development Board or the Public Building Authority as a Municipal Advisor or Securities Broker nor is Wrathell, Hunt & Associates, LLC registered to provide such services as described in Section 15B of the Securities Exchange Act of 1934, as amended. Similarly, Wrathell, Hunt & Associates, LLC does not provide the City or the Industrial Development Board with financial advisory services or offer investment advice in any form.

7.0 Appendix

Table 1

Waldron Road

Residential Infrastructure Development District

Development Plan

Product Type	Total Number of Units
Single-family	335
Total	**335**

Table 2

Waldron Road

Residential Infrastructure Development District

Capital Improvement Plan

Improvement		Total CIP Costs
Potable Water Distribution System	$	1,723,761.00
Wastewater System	$	3,753,589.24
Stormwater Management System (No Earthwork)	$	977,773.36
On-site Roadway Improvements	$	1,524,168.00
Off-site Sewer Improvements	$	5,645,500.00
Soft Costs & Fees	$	1,000,000.00
Contingency (25%)	$	3,656,197.90
Impact Fees	$	2,273,726.00
Total	**$**	**20,554,715.50**

Table 3

Waldron Road

Residential Infrastructure Development District

Preliminary Sources and Uses of Funds

Sources	
Bond Proceeds:	
Par Amount	$28,575,000.00
Total Sources	**$28,575,000.00**
Uses	
Project Fund Deposits:	
Project Fund	$20,554,715.50
Other Fund Deposits:	
Debt Service Reserve Fund	$2,302,756.48
Capitalized Interest Fund	$4,000,500.00
Delivery Date Expenses:	
Costs of Issuance	$1,714,500.00
Rounding	$2,528.02
Total Uses	**$28,575,000.00**

Financing Assumptions

Coupon Rate: 7%
Capitalized Interest Period: 24 months
Term: 30 Years
Underwriter's Discount: 2% - $571,500
Cost of Issuance: 4% - $1,143,000

Table 4

Waldron Road

Residential Infrastructure Development District

Benefit Allocation

Product Type	Total Number of Units	ERU per Unit	Total ERU
Single-family	335	1.00	335.00
Total	**335**		**335.00**

Table 5

Waldron Road

Residential Infrastructure Development District

Benefit Apportionment

Product Type	Total Number of Units	Total Cost Allocation	Total Benefit Assessment Apportionment	Benefit Assessment Apportionment per Unit	Annual Benefit Assessment Debt Service per Unit/ per Sq Ft.*
Single-family	335	$20,554,715.50	$28,575,000.00	$85,298.51	$6,873.90
Total	**335**	**$20,554,715.50**	**$28,575,000.00**		

* Does not include costs of collection or allowance for early payment discount. Principal and Interest ONLY

EXHIBIT “A”

Benefit Assessments in the estimated amount of $28,575,000 are proposed to be levied uniformly over the area described below:

EXHIBIT D

SUPPLEMENTAL SPECIAL ASSESSMENT METHODOLOGY REPORT

WALDRON ROAD
RESIDENTIAL INFRASTRUCTURE DEVELOPMENT DISTRICT

Preliminary First Supplemental Special Assessment Methodology Report

February 27, 2026

DRAFT

Provided by:

Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431
Phone: 561-571-0010
Fax: 561-571-0013
Website: www.whhassociates.com

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1.0 Introduction

1.1 Purpose

This Preliminary First Supplemental Special Assessment Methodology Report (the "First Supplemental Report") was developed to supplement the Master Special Assessment Methodology Report (the "Master Report") dated February 27, 2026 and to provide a supplemental financing plan and a supplemental special assessment methodology for the Waldron Road Residential Infrastructure Development District (the "District"), located entirely within the City of La Vergne, Rutherford County, Tennessee, as related to funding a portion of the costs of the acquisition and construction of public infrastructure improvements contemplated to be provided by the District to support the development of the 335 residential units projected to be developed within the District (defined herein.)

The District is an Infrastructure Development District created under the 2025 REIDA Act, Tenn. Code Ann. §§ 7-84-801 *et seq.*, and as such, is not an actual governmental entity, but is an area defined by a metes and bounds legal description of land as approved by the City of La Vergne. References to "District" in the report refer to the area of land to be assessed and not a separate governmental entity. The assessment bonds ultimately issued to finance the eligible public infrastructure improvements will be issued through a governmental entity such as the City of La Vergne or an Industrial Development Board or a similar governmental entity.

1.2 Scope of the First Supplemental Report

This First Supplemental Report presents the projections for financing a portion of the District's overall "Capital Improvement Plan" or "CIP" related to the development of the 335 residential units within the District, such funded portion referred to herein as the "2026 Project". The CIP is described in the Engineer's Report dated February 2026 (the "Engineer's Report") developed by Pape-Dawson (the "Project Engineer"). This First Supplemental Report also describes the method for the allocation of special benefits and the apportionment of special assessment debt resulting from the provision and funding of the 2026 Project with proceeds of indebtedness projected to be issued by the District.

Please note that this First Supplemental Report is preliminary in nature and the final First Supplemental Report cannot be

approved nor adopted until after the herein defined bonds have been priced, resulting in the final assessment amounts.

1.3 Special Benefits and General Benefits

The public infrastructure improvements undertaken and funded by the District as part of the 2026 Project create special and peculiar benefits, different in kind and degree than general benefits, for properties within the District as well as general benefits to properties within the District but outside of the District, outside of the District and to the public at large. However, as discussed within this First Supplemental Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits which accrue to property within the District. The District's 2026 Project enables properties within the District to be developed.

There is no doubt that the general public and property owners of property outside the District will benefit from the provision of the 2026 Project. However, these benefits are only incidental since the 2026 Project is designed solely to provide special benefits peculiar to property within the District. Properties outside the District are not directly served by the 2026 Project and do not depend upon the 2026 Project to obtain or to maintain their development entitlements. This fact alone clearly distinguishes the special benefits which the District properties receive compared to those lying outside of the boundaries of the District.

The 2026 Project will provide public infrastructure improvements which are all necessary in order to make the lands within the District developable and saleable. The installation of such improvements will cause the value of the developable and saleable lands within the District to increase by more than the sum of the financed cost of the individual components of the 2026 Project. Even though the exact value of the benefits provided by the 2026 Project is hard to estimate at this point, it is nevertheless greater than the costs associated with providing the same.

1.4 Organization of the First Supplemental Report

Section Two describes the development program as proposed by the Developers, as defined below.

Section Three provides a summary of the 2026 Project as determined by the Project Engineer.

Section Four discusses the financing program for the District.

Section Five introduces the special assessment methodology for the District.

2.0 Development Program

2.1 Overview

The District will serve the Waldron Road development, a master planned residential development located entirely within the City of La Vergne, Rutherford County, Tennessee. The land within the District consists of approximately 139.81 +/- acres and is generally located east of Waldron Road, north of Blair Road, and south of I-24.

2.2 The Development Program

The development of the Waldron Road development project is anticipated to be conducted by Meritage Homes of Tennessee, Inc. or an affiliated entity as well as M/I Homes of Nashville, LLC. Or an affiliated entity (collectively the "Developers"). Based upon the information provided by the Developers and the Project Engineer, the current development plan envisions a total of 335 residential units developed over a two year period in multiple development phases, with a portion of the CIP expected to be financed through a single bond issuance, although unit numbers, land use types and phasing may change throughout the development period. Table 1 in the *Appendix* illustrates the development plan for the District.

3.0 The 2026 Project

3.1 Overview

The public infrastructure costs to be funded by the District are described by the Project Engineer in the Engineer's Report. Only public infrastructure that may qualify for bond financing by the District under Tennessee Code 7-84-801 through 7-84-828 and under the Internal Revenue Code of 1986, as amended, was included in these estimates.

3.2 The 2026 Project

The Capital Improvement Plan needed to serve the District is projected to consist of improvements which will serve all of the lands in the District. The CIP will consist of potable water distribution system, wastewater system, stormwater management system (no earthwork), on-site roadway improvements, and off-site sewer

improvements, along with soft costs & fees and contingency, all as set forth in more detail in the Engineer's Report.

Even though all of the infrastructure included in the CIP will comprise an interrelated system of master improvements, which means that all of the improvements will serve the entire District and all improvements will be interrelated such that they will reinforce one another, according to the Engineer's Report, the public infrastructure improvements are projected to be constructed within one or more development phases, with a portion of the CIP expected to be financed through a single bond issuance. The 2026 Project consists of that portion of the overall CIP that is necessary for the development of land within the District.

The sum of all public infrastructure improvements as described in the Engineer's Report will comprise an interrelated system of improvements, which means all of the improvements comprising the overall CIP, once constructed, will serve the entire District, and improvements will be interrelated such that they will reinforce one another. At the time of this writing, the total costs of the public infrastructure improvements are estimated at $20,554,715 (previously defined herein as the "CIP).

Table 2 in the *Appendix* illustrates the specific components of the public infrastructure improvements and their costs.

4.0 Financing Program

4.1 Overview

As noted above, the District is embarking on a program of capital improvements which will facilitate the development of lands within the District. Generally, construction of public improvements is either funded by the Developers and subsequently acquired by the City with special assessment bond proceeds or funded directly with special assessment bond proceeds. A combination of both methods may be utilized, depending on the timing of the special assessment bond issuance.

4.2 Types of Bonds Proposed

The financing plan for the District provides for the issuance of the Series 2026 Bonds in the estimated principal amount of $5,765,000* to finance a portion of the CIP costs in the estimated total amount of

* Preliminary, subject to change.

$4,142,000*, such funded portion referred to as the 2026 Project. It is anticipated that any costs of the CIP which are not funded by the Series 2026 Bonds will be completed or funded by the Developers. The Series 2026 Bonds are structured to be amortized in 30 annual installments. Following an approximate 24-month capitalized interest period, interest payments on the Series 2026 Bonds would be made every June 1 and December 1, and principal payments on the Series 2026 Bonds would be made either every June 1 or December 1.

In order to finance a portion of the costs of the CIP in the estimated total amount of $4,142,000*, the District will need to borrow funds and incur indebtedness in the estimated principal amount of $5,765,000*. The difference is comprised of funding a debt service reserve, funding capitalized interest and paying costs of issuance, which include the underwriter's discount. Preliminary sources and uses of funding for the Series 2026 Bonds are presented in Table 3 in the *Appendix* along with financing assumptions.

5.0 Assessment Methodology

5.1 Overview

The issuance of the Series 2026 Bonds provides the Developers and City with funds necessary to construct/acquire the infrastructure improvements which are part of the 2026 Project outlined in *Section 3.2* and described in more detail by the Project Engineer in the Engineer's Report. These improvements lead to special and general benefits, with special benefits accruing to the assessable properties within the boundaries of the District and general benefits accruing to areas outside the District and outside the District but being only incidental in nature. The debt incurred in financing the public infrastructure will be secured by assessing properties that derive special and peculiar benefits from the 2026 Project. All properties that receive special benefits from the 2026 Project will be assessed for their fair share of the debt issued in order to finance a portion of the 2026 Project.

5.2 Benefit Allocation

The current development plan for the District envisions the development of 335 residential units, with a portion of the CIP expected to be financed through a single bond issuance, although unit numbers, land uses and product types may change throughout the development period.

The public infrastructure included in the CIP will comprise an interrelated system of master improvements, which means that all of the public infrastructure improvements will serve the entire District and such public improvements will be interrelated in such way that, once constructed, they will reinforce each other and their combined benefit will be greater than the sum of their individual benefits. All of the product types within the District will benefit from each infrastructure improvement category, as the improvements provide basic infrastructure to all product types and all phases of development within the District and benefit all product types in all phases within the District as an integrated system of improvements.

Even though all of the infrastructure included in the CIP will comprise an interrelated system of public improvements, the public infrastructure improvements are projected to be constructed in one infrastructure construction phase with a portion of the CIP expected to be financed through a single bond issuance. The 2026 Project consists of that portion of the overall CIP that is necessary for the development of land within the District.

As stated previously, the public infrastructure improvements included in the 2026 Project have a logical connection to the special and peculiar benefits received by the assessable land within the District , as without such improvements, the development of the properties within the District would not be possible. Based upon the connection between the improvements and the special and peculiar benefits to the assessable land within the District, the District will assign or allocate a portion of the District's debt through the imposition of non-ad valorem assessments, to the land receiving such special and peculiar benefits. Even though these special and peculiar benefits are real and ascertainable, the precise amount of the benefit cannot yet be calculated with mathematical certainty. However, such benefit is more valuable than the assessment related to the financed cost of constructing the improvements.

In following the Master Report, this First Supplemental Report proposes that the benefit associated with the CIP of the District is to be allocated to the single unit type proposed to be developed within the District on a uniform basis, with each unit of the single-family unit type assigned the uniform standard factor unit called an Equivalent Residential Unit (“ERU”) of 1.00. Should the development plan change to include different unit types, the benefit associated with the CIP is proposed to be allocated to the different unit types in proportion to the density of development as measured by the ERU. Table 4 in the *Appendix* illustrates the unitary ERU weight that is proposed to be assigned to the single unit type contemplated to be

developed within the District, the total ERU count, and the share of the benefit received by the single unit type.

The rationale behind the single ERU weight is supported by the fact that generally and on average parcels representing the same unit type will use and benefit from the District's improvements generally the same, such as all units of the single-family unit types, as for instance, generally and on average such units may produce the same amount of storm water runoff, may produce the same number of vehicular trips, and may need the same amount of water/sewer capacity. As the exact amount of the benefit is not possible to be calculated at this time, the use of the singular ERU measure serves as a reasonable approximation of the generally equal amount of benefit received by the unitary unit type from the District's improvements. Nevertheless, should the development plan change to include different unit types with different ERU weights, the different ERU weights will be supported by the fact that generally and on average, smaller and less intensely economically utilized land uses will, on a per unit/square foot basis, use and benefit from the public infrastructure improvements comprising the CIP less than larger units and more intensely economically utilized land uses. For instance, generally and on average smaller units and less intensely economically utilized land uses will, on a per unit/square foot basis, produce fewer vehicular trips, less storm water runoff, and need less water/sewer capacity than larger units and more intensely economically utilized land uses. As the exact amount of the benefit is not possible to be calculated at this time, the use of ERU measures serves as a reasonable approximation of the relative amount of benefit received from the CIP.

Table 5 in the *Appendix* presents the allocation of the amount of 2026 Project costs allocated to the District to the singular unit type proposed to be developed in the District based on the ERU benefit allocation factors present in Table 4. Further, Table 5 illustrates the approximate costs that are projected to be financed with the Series 2026 Bonds, and the approximate costs of the portion of the 2026 Project costs allocable to the District to be contributed by the Developers. With the Series 2026 Bonds funding an estimated $4,142,000* in costs of the 2026 Project, the Developers is anticipated to fund improvements valued at an estimated $16,412,716* which will not be funded with proceeds of the Series 2026 Bonds. Finally, Table 6 in the *Appendix* presents the apportionment of the non-ad valorem special assessments securing the Series 2026 Bonds (herein, the “Series 2026 Bond

* Preliminary, subject to change.

Assessments") and also present the annual levels of the projected annual debt service assessments per unit.

Amenities - No Series 2026 Bond Assessments will be allocated herein to any platted amenities or other platted common areas planned for the development.

Governmental Property - If at any time, any portion of the property contained in the District is proposed to be sold or otherwise transferred to a unit of local, state, or federal government or similar exempt entity (without consent of such governmental unit or similarly exempt entity to the imposition of Series 2026 Bond Assessments thereon), all future unpaid Series 2026 Bond Assessments for such tax parcel shall become due and payable immediately prior to such transfer.

5.3 Assigning Debt

As the land in the District is not yet platted for its intended final use and the precise location of the singular product type by lot or parcel is unknown, the Series 2026 Bond Assessments will initially be levied on all of the land in the District on an equal pro-rata gross acre basis and in an estimated amount of $5,765,000*. This will be preliminarily levied on approximately 139.81 +/- gross acres at a rate of $41,235* per gross acre.

When the land is platted, the Series 2026 Bond Assessments will be allocated to each platted parcel on a first platted-first assigned basis based on the planned use for that platted parcel as reflected in Table 6 in the *Appendix*. Such allocation of the Series 2026 Bond Assessments from unplatted gross acres to platted parcels will reduce the amount of the Series 2026 Bond Assessments levied on unplatted gross acres within the District of the District.

Transferred Property - In the event unplatted land (the "Transferred Property") is sold to a third party not affiliated with the Developers, the Series 2026 Bond Assessments will be assigned to such Transferred Property at the time of the sale based on the maximum total number of residential units assigned by the Developers to that Transferred Property, subject to review by the District's methodology consultant or Administrator, to ensure that any such assignment is reasonable, supported by current development rights and plans, and otherwise consistent with this Supplemental Report. The owner of the Transferred Property will be responsible for the total Series 2026 Bond Assessments applicable to the Transferred Property,

* Preliminary, subject to change.

regardless of the total number of residential units ultimately platted. This total Series 2026 Bond Assessments are fixed to the Transferred Property at the time of the sale.

5.4 Lienability Test: Special and Peculiar Benefit to the Property

As first discussed in *Section 1.3*, Special Benefits and General Benefits, public infrastructure improvements undertaken by the District create special and peculiar benefits to certain properties within the District. the District's improvements benefit assessable properties within the District and accrue to all such assessable properties on an ERU basis.

Public infrastructure improvements undertaken by the District can be shown to be creating special and peculiar benefits to the property within the District. The special and peculiar benefits resulting from each improvement include, but are not limited to:

a. added use of the property;
b. added enjoyment of the property;
c. decreased insurance premiums;
d. increased marketability and value of the property.

The public infrastructure improvements which are part of the 2026 Project make the land in the District developable and saleable and when implemented jointly as parts of the 2026 Project, provide special and peculiar benefits which are greater than the benefits of any single category of improvements. These special and peculiar benefits are real and ascertainable, but not yet capable of being calculated and assessed in terms of numerical value; however, such benefits are more valuable than either the cost of, or the actual assessment levied for, the improvement or debt allocated to the parcel of land.

5.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay

A reasonable estimate of the proportion of special and peculiar benefits received from the improvements is delineated in Table 4 (expressed as ERU factors) in the *Appendix*.

The apportionment of the Series 2026 Bond Assessments is fair and reasonable because it was conducted on the basis of consistent application of the methodology described in *Section 5.2* across all assessable property within the District within the District according to

reasonable estimates of the special and peculiar benefits derived from the 2026 Project.

5.6 True-Up Mechanism

The District's assessment program is predicated on the development of lots in a manner sufficient to include all of the planned ERUs as set forth in Table 4 in the Appendix ("Development Plan"). At such time as lands within the District are to be platted (or re-platted) or site plans are to be approved (or re-approved), the plat or site plan (either, herein, "Proposed Plat") shall be presented to the District for a "true-up" review as follows:

a. If a Proposed Plat results in the same amount of ERUs (and thus Series 2026 Bond Assessments) able to be imposed on the "Remaining Unplatted Lands" (i.e., those remaining unplatted lands within the District after the Proposed Plat is recorded) as compared to what was originally contemplated under the Development Plan for the District, then the District shall allocate the Series 2026 Bond Assessments to the product types being platted and the remaining property in accordance with this First Supplemental Report, and cause the Series 2026 Bond Assessments to be recorded in the District's improvement lien book.

b. If a Proposed Plat results in a greater amount of ERUs (and thus Series 2026 Bond Assessments) able to be imposed on the Remaining Unplatted Lands as compared to what was originally contemplated under the Development Plan for the District, then the District may undertake a pro rata reduction of Series 2026 Bond Assessments for all assessed properties within the Property, may allocate additional ERUs/ densities for a future bond financing, or may otherwise address such net decrease as permitted by law.

c. If a Proposed Plat results in a lower amount of ERUs (and thus Series 2026 Bond Assessments) able to be imposed on the Remaining Unplatted Lands as compared to what was originally contemplated under the Development Plan for the District, then the District shall require the landowner(s) of the lands encompassed by the Proposed Plat to pay a "True-Up Payment" equal to the difference between: (i) the Series 2026 Bond Assessments originally contemplated to be imposed on the lands subject to the Proposed Plat, and (ii) the Series 2026 Bond Assessments able to be imposed on the lands subject to the Proposed Plat, after the Proposed Plat (plus applicable interest, collection costs, penalties, etc.).

With respect to the foregoing true-up analysis, the Administrator of the District or District's Assessment Consultant, in consultation with the Project Engineer and the Bond Counsel, shall determine in their sole discretion what amount of ERUs (and thus Series 2026 Bond Assessments) are able to be imposed on the Remaining Unplatted Lands, taking into account a Proposed Plat, by reviewing: a) the original, overall Development Plan for the District showing the number and type of units reasonably planned for the development, b) the revised, overall Development Plan for the District showing the number and type of units reasonably planned for the development, c) proof of the amount of entitlements for the Remaining Unplatted Lands, d) evidence of allowable zoning conditions that would enable those entitlements to be placed in accordance with the revised Development Plan for the District, and e) documentation that shows the feasibility of implementing the proposed Development Plan for the District. Prior to any decision by the District not to impose a true-up payment, a supplemental methodology shall be produced demonstrating that there will be sufficient Series 2026 Bond Assessments to pay debt service on the Series 2026 Bond Assessments and the District will conduct new proceedings under Tennessee Code 7-84-801 through 7-84-828 upon the advice of Bond Counsel.

Any True-Up Payment shall become due and payable that tax year by the landowner of the lands subject to the Proposed Plat, shall be in addition to the regular assessment installment payable for such lands, and shall constitute part of the debt assessment liens imposed against the Proposed Plat property until paid. A True-Up Payment shall include accrued interest on the Series 2026 Bond Assessments to the next interest payment date that occurs at least 45 days after the True-Up Payment (or the second succeeding interest payment date if such True-Up Payment is made within forty-five (45) calendar days before a semi-annual interest payment date (or such other time as set forth in the supplemental indentures for the applicable bond series)).

All Series 2026 Bond Assessments levied run with the land, and such assessment liens include any True-Up Payments. the Administrator and/or City will not release any liens on property for which True-Up Payments are due, until provision for such payment has been satisfactorily made. Further, upon the Administrator or Assessment Consultant's review of the final plat for the developable acres within the District, any unallocated Series 2026 Bond Assessments shall become due and payable and must be paid prior to the City's approval of that plat. This true-up process applies for both plats and/or re-plats.

Such review shall be limited solely to the function and the enforcement of the District's assessment liens and/or true-up agreements. Nothing herein shall in any way operate to or be construed as providing any other plat approval or disapproval powers to the District. For further detail on the true-up process, please refer to the applicable assessment resolution(s).

5.7 Assessment Roll

The Series 2026 Bond Assessments in the estimated amount of $5,765,000* are proposed to be levied over the area described in Exhibit "A". Excluding any capitalized interest period, debt service assessments shall be paid in no more than thirty (30) annual principal installments.

6.0 Additional Stipulations

6.1 Overview

Wrathell, Hunt & Associates, LLC was retained by the Developer to prepare a methodology to fairly allocate the special assessments related to the District's CIP. Certain financing, development and engineering data was provided by Project Engineer and/or the Developers. The allocation methodology described herein was based on information provided by those professionals. Wrathell, Hunt & Associates, LLC makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this First Supplemental Report. For additional information on the bond structure and related items, please refer to the Offering Statement associated with this transaction.

Wrathell, Hunt & Associates, LLC does not represent the City, the Industrial Development Board, or the Public Building Authority as a Municipal Advisor or Securities Broker nor is Wrathell, Hunt & Associates, LLC registered to provide such services as described in Section 15B of the Securities Exchange Act of 1934, as amended. Similarly, Wrathell, Hunt & Associates, LLC does not provide the City or the Industrial Development Board with financial advisory services or offer investment advice in any form.

7.0 Appendix

* Preliminary, subject to change.

Table 1

Waldron Road

Residential Infrastructure Development District

Development Plan

Product Type	Total Number of Units
Single-family	335
Total	**335**

Table 2

Waldron Road

Residential Infrastructure Development District

Capital Improvement Plan - 2026 Project

Improvement		Total CIP Costs
Potable Water Distribution System	$	1,723,761.00
Wastewater System	$	3,753,589.24
Stormwater Management System (No Earthwork)	$	977,773.36
On-site Roadway Improvements	$	1,524,168.00
Off-site Sewer Improvements	$	5,645,500.00
Soft Costs & Fees	$	1,000,000.00
Contingency (25%)	$	3,656,197.90
Impact Fees	$	2,273,726.00
Total	**$**	**20,554,715.50**

Table 3

Waldron Road

Residential Infrastructure Development District

Preliminary Sources and Uses of Funds	Series 2026
Sources	
Bond Proceeds:	
Par Amount	$5,765,000.00
Total Sources	**$5,765,000.00**
Uses	
Project Fund Deposits:	
Project Fund	$4,142,000.00
Other Fund Deposits:	
Debt Service Reserve Fund	$440,900.00
Capitalized Interest Fund	$691,800.00
Delivery Date Expenses:	
Costs of Issuance	$490,300.00
Total Uses	**$5,765,000.00**

Financing Assumptions

Coupon Rate: 6.00%
Capitalized Interest Period: 24 months
Term: 30 Years
Underwriter's Discount: 2% - $115,300
Cost of Issuance: $375,000

Table 4

Waldron Road

Residential Infrastructure Development District

Benefit Allocation

Product Type	Total Number of Units	ERU per Unit	Total ERU
Single-family	335	1.00	335.00
Total	**335**		**335.00**

Table 5

Waldron Road

Residential Infrastructure Development District

Cost Allocation

Product Type	Infrastructure Alocation Based on ERU Method	Infrastructure Financed with Series 2026 Bonds	Infrastructure to be Contributed by the Developer
Single-family	$20,554,715.50	$4,142,000.00	$16,412,715.50
Total	**$20,554,715.50**	**$4,142,000.00**	**$16,412,715.50**

Table 6

Waldron Road

Residential Infrastructure Development District

Bond Assessment Apportionment

Product Type	Total Number of Units	Total Cost Allocation	Total Series 2026 Bond Assessment Apportionment	Series 2026 Bond Assessment Apportionment per Unit	Annual Series 2026 Bond Assessment Debt Service per Unit*
Single-family	335	$20,554,715.50	$5,765,000.00	$17,208.96	$1,500.00
Total	**335**	**$20,554,715.50**	**$5,765,000.00**		

*Includes 5% (subject to change) city/ county costs of collection

EXHIBIT "A"

Series 2026 Bond Assessments in the estimated amount of $5,765,000* are proposed to be levied uniformly over the area described below:

* Preliminary, subject to change.