

WORKSHOP AGENDA

Board of Mayor and Aldermen

April 30, 2026 @ 5:30 PM

For the May 7, 2026 Regular Meeting @ 6:00 PM

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

ORDER OF BUSINESS

1. Approve Minutes: April 2, 2026 Workshop, April 7, 2026 Public Hearing, April 7, 2026 Regular Meeting, April 9, 2026 Budget Workshop, and April 13, 2026 Budget Workshop.
2. Presentations:
 - A. Presentation - Natural Gas Safety - Bert Meece, Town of Smyrna. (Workshop only.)
 - B. Proclamation - Recognizing May as Jewish American Heritage Month (Meeting only.)
3. Public Comment Period.
4. Department Reports:
 - A. Police Department
 - B. Fire Department
 - C. Parks & Recreation Department
 - D. Library
 - E. Finance Department
 - F. Water Treatment Plant

OLD BUSINESS

5. Second 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 was held on April 7, 2026. A public hearing will be held on Thursday, May 7, 2026 at 5:45 p.m.)

6. Second 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 was held on April 7, 2026. A public hearing will be held on Thursday, May 7, 2026 at 5:45 p.m.)

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

7. Consent Agenda Items:

- A. Approve or Reject City Bids and Purchases:
 1. Ratify Omnia Contract Purchase - New Domain Controllers for the City.
 2. Ratify Omnia Contract Purchase - New File Servers for the City.
 3. Ratify Sourcewell Contract Purchase - New Domain Controllers for the Library.
 4. Ratify State Contract Purchase - Professional Services and Consulting Services for the Redesign and Segmentation of the Police Department Network.
 5. BuyBoard Contract Purchase - Ballistic Vests for the Police Department.
- B. Approve Agreement with Rutherford County Crimson Tide Youth Football and Cheerleading.
- C. Approve Amendment #3 to the Professional Services Agreement with Lambe + Associates, LLC for Subsurface Exploration and Geotechnical Engineering Services for Build-Out of Areas 'E' and Site Modifications for the Public Works and Community Development Services Facility.
- D. Ratify State of Tennessee Department of Commerce and Insurance Grant Contract for Funds Associated with the Purchase of a Trench Rescue Trailer.

NEW BUSINESS

8. First Reading - **Ordinance #2026-08** - An Ordinance of the City of La Vergne, Tennessee, Adopting the Annual Budget and Tax Rate for the Fiscal Year Beginning July 1, 2026 through June 30, 2027.
9. First Reading - **Ordinance #2026-09** - An Ordinance to Amend Chapters 2, 4, 8, and 14 of the La Vergne Zoning Ordinance Regarding Definitions, Planning Areas, Parking and Driveways, and Administration and Procedures. (Received a favorable recommendation from the Planning Commission on March 31, 2026. A public hearing will be held on Thursday, May 7, 2026 at 5:45 p.m.)

10. First Reading - **Ordinance #2026-10** - An Ordinance to Amend Title 12, Chapter 6 of the La Vergne Municipal Code Regarding the Residential Code.
11. **Resolution #2026-13** - A Resolution of the City of La Vergne, Tennessee Establishing the Waldron Road Infrastructure Development District. (A public hearing will be held on Thursday, May 7, 2026 at 5:45 p.m.)
12. **Resolution #2026-14** - A Resolution for Right-of-Way and Roadway Acceptance – Lillian Buchanan Drive and Veterans Memorial Parkway. Property located as portions of Lillian Buchanan Drive and Veterans Memorial Parkway. Requested by Hoss Mousavi. (This received a favorable recommendation from the Planning Commission on March 31, 2026.)
13. **Resolution #2026-15** - A Resolution to Approve a Land Acquisition Policy for Additional Real Property Interests Needed for the South Waldron Road Widening Project.
14. **Resolution #2026-16** - A Resolution of the City of La Vergne to Adopt Revised Impact Fee Rates to be Effective July 1, 2026.

MAYOR / ALDERMEN COMMENTS

ADJOURN

MINUTES OF THE REGULAR WORKSHOP OF THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF LA VERGNE, TENNESSEE HELD ON APRIL 2, 2026, AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

CALL TO ORDER

The April 2, 2026 regular workshop of the Board of Mayor and Aldermen of the City of La Vergne, Tennessee was called to order at 5:30 p.m. at La Vergne City Hall by Mayor Jason Cole.

BOARD MEMBERS PRESENT

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

Mayor Cole stated that he would lead the prayer and that Vice-Mayor Noe would lead the Pledge of Allegiance at the Regular Meeting on April 7, 2026.

ORDER OF BUSINESS

1. **Approve Minutes: February 26, 2026 Special Meeting, February 26, 2026 Workshop, and March 3, 2026 Regular Meeting.**

No action was taken.

2. **Public Comment Period.**

No one spoke.

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

Department reports will be given at the April 7, 2026 Regular Meeting. No action was taken.

OLD BUSINESS

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

Mayor Cole explained the ordinance. No action was taken.

CONSENT AGENDA

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 Mofield Brothers Construction Co., Inc. 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 Avenue Grading dba Barlow, Inc. for Waldron Road Sewer Assessment Zone.**

Mayor Cole explained each item. Mr. Lide explained that the change order for CTI (Item K) would be corrected to reflect that Mofield Brothers Construction Co. Inc., was the contractor on the project.

No action was taken.

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.**

Mayor Cole explained the ordinance. No action was taken.

- 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.**

Mayor Cole explained the ordinance. No action was taken.

- 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.**

Mayor Cole explained the resolution. No action was taken.

- 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.**

Mayor Cole explained the resolution. No action was taken.

10. **Appoint or Remove Board / Committee Members:**
A. Emergency Communications Division Consolidation Steering Committee.

Mayor Cole explained the appointments. No action was taken.

11. **Discussion - Infrastructure Development Districts - Betsy Knotts.**

Ms. Betsy Knotts, Bass Berry & Sims, made a presentation about Infrastructure Development Districts. A discussion ensued.

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

Mr. David Pierce, a representative of the project, spoke about the proposed Waldron Road Infrastructure Development District. A discussion ensued.

MAYOR / ALDERMEN COMMENTS

Alderman Haas thanked the Parks and Recreation staff for all their work on events lately and wished everyone a happy Easter.

Mayor Cole wished everyone a great Easter.

ADJOURNMENT

There being no further business, Mayor Cole declared the workshop adjourned at 6:21 p.m.

Mayor

City Recorder

Approved: _____

MINUTES OF THE PUBLIC HEARING OF THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF LA VERGNE, TENNESSEE HELD ON APRIL 7, 2026, AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

Call to Order

The April 7, 2026 Public Hearing of the Board of Mayor and Aldermen of the City of La Vergne, Tennessee was called to order at 5:45 p.m. at La Vergne City Hall by Mayor Jason Cole.

Board Members Present

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

ORDER OF BUSINESS

1. **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.)**

Ms. Sara Andre, 809 Chaney Woods Drive, La Vergne, approached the podium and spoke about the rezoning.

The public hearing for this item was declared closed.

2. **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.)**

No one spoke.

The public hearing for this item was declared closed.

ADJOURNMENT

Mayor Cole declared the public hearing adjourned at 5:52 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 APRIL 7, 2026, AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

CALL TO ORDER

The April 7, 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, Vice-Mayor Steve Noe, Alderman Graeme Coates, Alderman Carol Haas, and Alderman Kara Hobbs.

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

A motion, made by Alderman Haas, seconded by Vice-Mayor Noe, to approve the minutes of the February 26, 2026 Special Meeting, February 26, 2026 Workshop, and March 3, 2026 Regular Meeting, was adopted with all voting AYE.

2. Public Comment Period.

No one spoke.

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

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

E. Finance Department. Ms. Danielle Brown gave the report for the Finance Department.

- F. **Water Treatment Plant.** Mr. Danny Campbell gave the report for the Water Treatment Plant.

OLD BUSINESS

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

A motion, made by Alderman Haas, seconded by Vice-Mayor Noe, to approve Ordinance #2026-05 on second reading, was adopted following a roll-call vote.

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

CONSENT AGENDA

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 Mofield Brothers Construction Co., Inc. 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 Avenue Grading dba Barlow, Inc. for Waldron Road Sewer Assessment Zone.**

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

NEW BUSINESS

- 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.**

A motion was made by Mayor Cole, seconded by Alderman Coates, to approve Ordinance #2026-06 on first reading, was adopted following a roll-call vote.

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

- 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.**

Alderman Hobbs stated that she had met with the developers of the project and was appreciative that they were open to discussion with residents. She stated that she would like the developer to make a written commitment to maintaining as many mature trees as possible along the property line, would like to see a commitment regarding traffic calming measures being implemented, would like a commitment regarding making the project as pedestrian friendly as possible, and would prefer a roundabout versus a four way stop included in the project.

A motion, made by Mayor Cole, seconded by Alderman Hobbs, to approve Ordinance #2026-07 on first reading, was adopted following a roll-call vote.

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

- 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.**

A motion, made by Alderman Haas, seconded by Alderman Hobbs, to approve Resolution #2026-11, was adopted following a roll-call vote.

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

- 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.**

A motion, made by Alderman Coates, seconded by Mayor Cole, to approve Resolution #2026-12, was adopted following a roll-call vote.

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

10. Appoint or Remove Board / Committee Members:

A. Emergency Communications Division Consolidation Steering Committee.

A motion, made by Mayor Cole, seconded by Alderman Haas, to appoint Deputy Chief Brent Hatcher and Emergency Communications Manager Erin Speck to the Emergency Communications Division Consolidation Steering Committee, was adopted with all voting AYE.

MAYOR / ALDERMEN COMMENTS

Vice-Mayor Noe thanked everyone who had wished him well or visited during his recovery from surgery. He reminded everyone that there would be an electronic dumpster available to residents on May 2, 2026 at the Senior Center.

Mayor Cole thanked staff for a great Easter event and reminded everyone that there was a budget workshop on April 9, 2026 at 5:30 p.m.

ADJOURNMENT

There being no further business, Mayor Cole declared the workshop adjourned at 6:37 p.m.

Mayor

City Recorder

Approved: _____

MINUTES OF THE BUDGET WORKSHOP OF THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF LA VERGNE, TENNESSEE HELD ON APRIL 9, 2026, AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

Call to Order

The April 7, 2026 Budget Workshop of the Board of Mayor and Aldermen of the City of La Vergne, Tennessee was called to order at 5:45 p.m. at La Vergne City Hall by Mayor Jason Cole.

Board Members Present

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

ORDER OF BUSINESS

1. Public Comment Period.

No one spoke.

2. Discussion – City of La Vergne 2026-2027 Fiscal Year Budget.

City Administrator Bruce Richardson spoke about the General Fund Budget. He explained the General Fund revenues and expenses, the need for a property tax increase in 2027, the need for a discussion regarding impact fees, employee raises, and a new building for the Police Department.

Vice-Mayor Noe asked about the compensation study, the study's recommended 9% raise to the pay scale, and what the City's total compensation to its employees included. A discussion ensued.

Assistant City Administrator Kyle Brown stated that the City could not currently fully fund the 9% pay scale increase, and that to fund the increase either cuts would need to be made or there would need to be a property tax increase this year. A discussion ensued.

Finance Director Danielle Brown spoke about the General Fund Budget. She explained then General Fund increases and spoke about the operating expenses. She explained the summary of revenue, the remaining surplus, and the property tax numbers. A discussion ensued.

Mr. Richardson explained the capital list for the General Fund. A discussion ensued.

Mr. Richardson spoke about the general fund, water, streets, and parks projects. A discussion ensued.

Mayor Cole made comments about the potential of a 6% pay raise in June and a 3% pay raise in January. He asked staff to work on having those numbers available. Alderman Coates asked staff to look at what a 3% raise in June would cost.

No action was taken.

ADJOURNMENT

Mayor Cole declared the budget workshop adjourned at 7:19 p.m.

Mayor

City Recorder

Approved: _____

MINUTES OF THE BUDGET WORKSHOP OF THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF LA VERGNE, TENNESSEE HELD ON APRIL 13, 2026, AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

Call to Order

The April 13, 2026 Budget Workshop of the Board of Mayor and Aldermen of the City of La Vergne, Tennessee was called to order at 5:49 p.m. at La Vergne City Hall by Mayor Jason Cole.

Board Members Present

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

ORDER OF BUSINESS

1. Public Comment Period.

No one spoke.

2. Discussion – City of La Vergne 2026-2027 Fiscal Year Budget.

City Administrator Bruce Richardson stated that the Budget Workshop scheduled for April 21, 2026 would be rescheduled to April 27, 2026.

Finance Director Danielle Brown spoke about the various fund budgets. She explained the State Street Aid Fund, Senior Citizens Fund, Drug Fund, Equitable Sharing Fund, Stormwater Fund, Streets Capital Projects Fund, Parks Capital Projects Fund, Police Impact Fund, Fire Impact Fund, and the Water and Sewer Fund. A discussion ensued.

Assistant City Administrator Kyle Brown detailed the water and sewer, general fund and streets capital projects. Fire Chief Ronnie Beasley was asked about the potential cost for Fire Station 44. A discussion ensued.

Mayor Cole asked staff to post on the website a graphic detailing the South Waldron Road widening projects phases and timeframes.

Vice-Mayor Noe asked about the Greenway extension project. A discussion ensued.

Human Resources Director Andrew Patton and Mr. Richardson presented two scenarios regarding the compensation study and raises to the pay scale. A discussion ensued.

Mayor Cole directed staff to continue exploring the possibility of a 6% raise to the pay scale in July and the potential for another 6% raise the following year.

ADJOURNMENT

Mayor Cole declared the budget workshop adjourned at 7:54 p.m.

Mayor

City Recorder

Approved: _____



ITEM REPORT

Board of Mayor and Aldermen

Date: April 30, 2026

<p>Item #: 5.</p>	<p>Second 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 was held on April 7, 2026. A public hearing will be held on Thursday, May 7, 2026 at 5:45 p.m.)</p>		
<p>Department:</p>	<p>Planning</p>	<p>Presented By:</p>	<p>Bo Logan</p>
<p>Item Attachments:</p>	<p>1. Ordinance #2026-06</p>		

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").

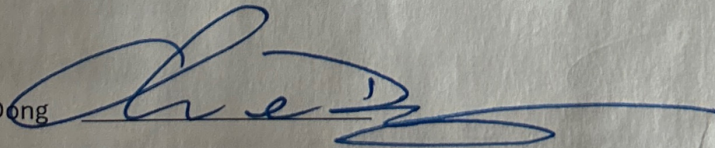
Pursuant to Paragraph 11(c) of the Contract, which obligates me to cooperate with the Buyer in rezoning efforts, including signing an application authorization form, I hereby authorize Last of the Loggers, LLC (the "Buyer") to submit an application to the City of La Vergne for rezoning of the Property 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.

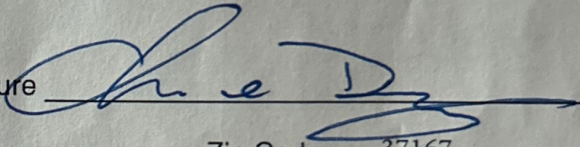
Applicant (if other than owner)

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 _____

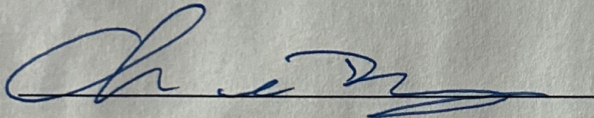
City of La Vergne Planning Department
5175 Murfreesboro Road
La Vergne, TN 37086
Phone: 615-287-8702 Fax: 615-213-8692

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



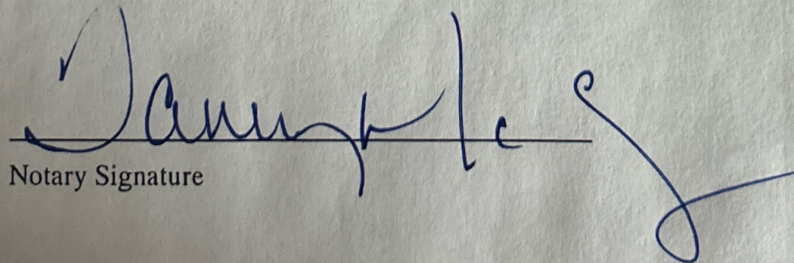
Signature

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.

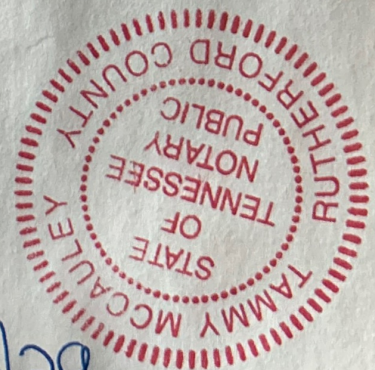


Notary Signature

8/23/25
Date

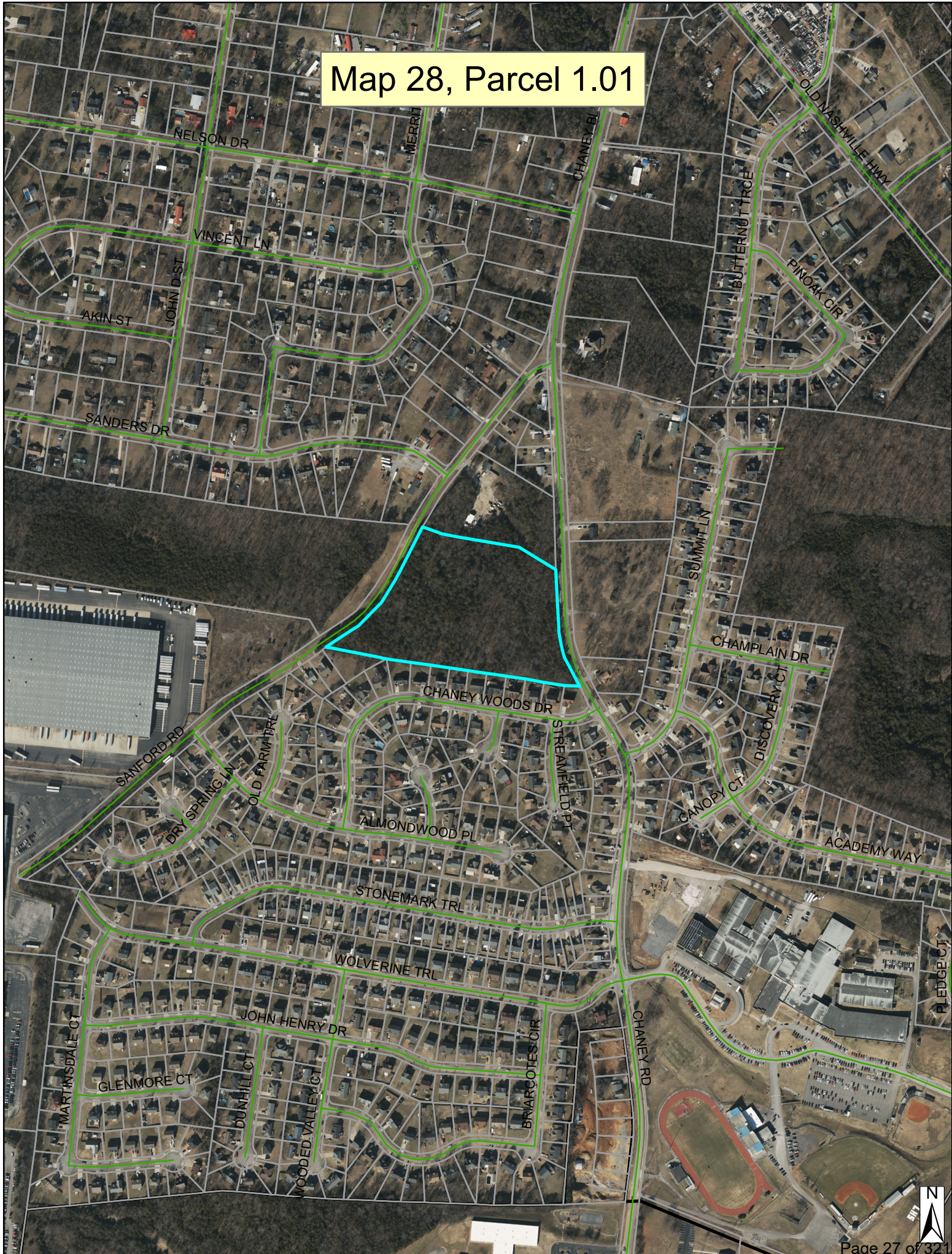
City of La Vergne Planning Department
5175 Murfreesboro Road
La Vergne, TN 37086
Phone: 615-287-8702 Fax: 615-213-8692

Revised 8/18/10



6/16/29

Map 28, Parcel 1.01



Map 28, Parcel 1.01

SANDERS DR

SANFORD RD

CHANEY BLVD

CHANEY WOODS DR

BRASS OAK CT

HOUNDS RUN

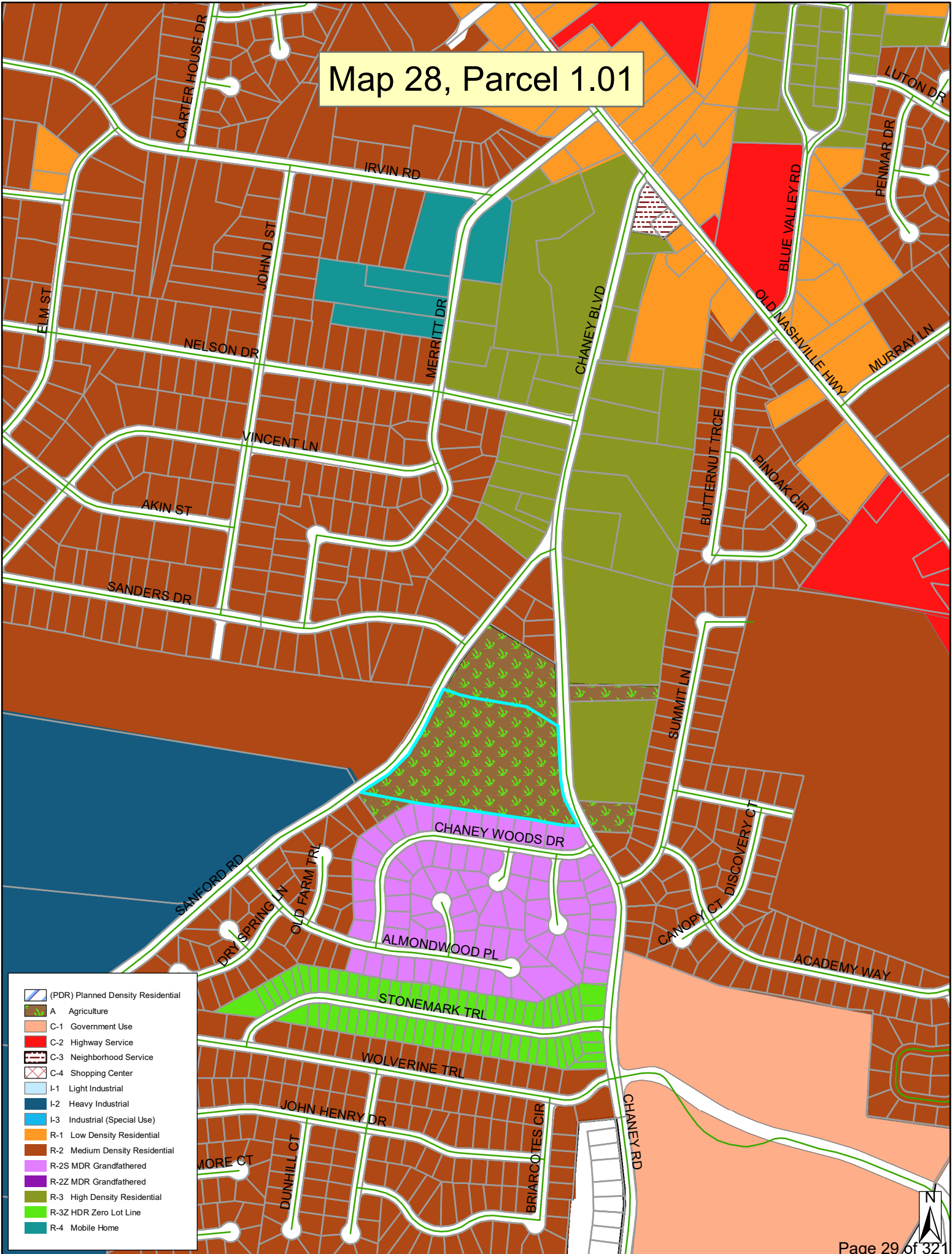
STREAMFIELD PT






SUMMIT LN

ALMONDWOOD PL



Map 28, Parcel 1.01



-  (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





**PROPERTY
RE-ZONING
REQUESTED**
FOR INFO CALL
615-267-8702



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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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.

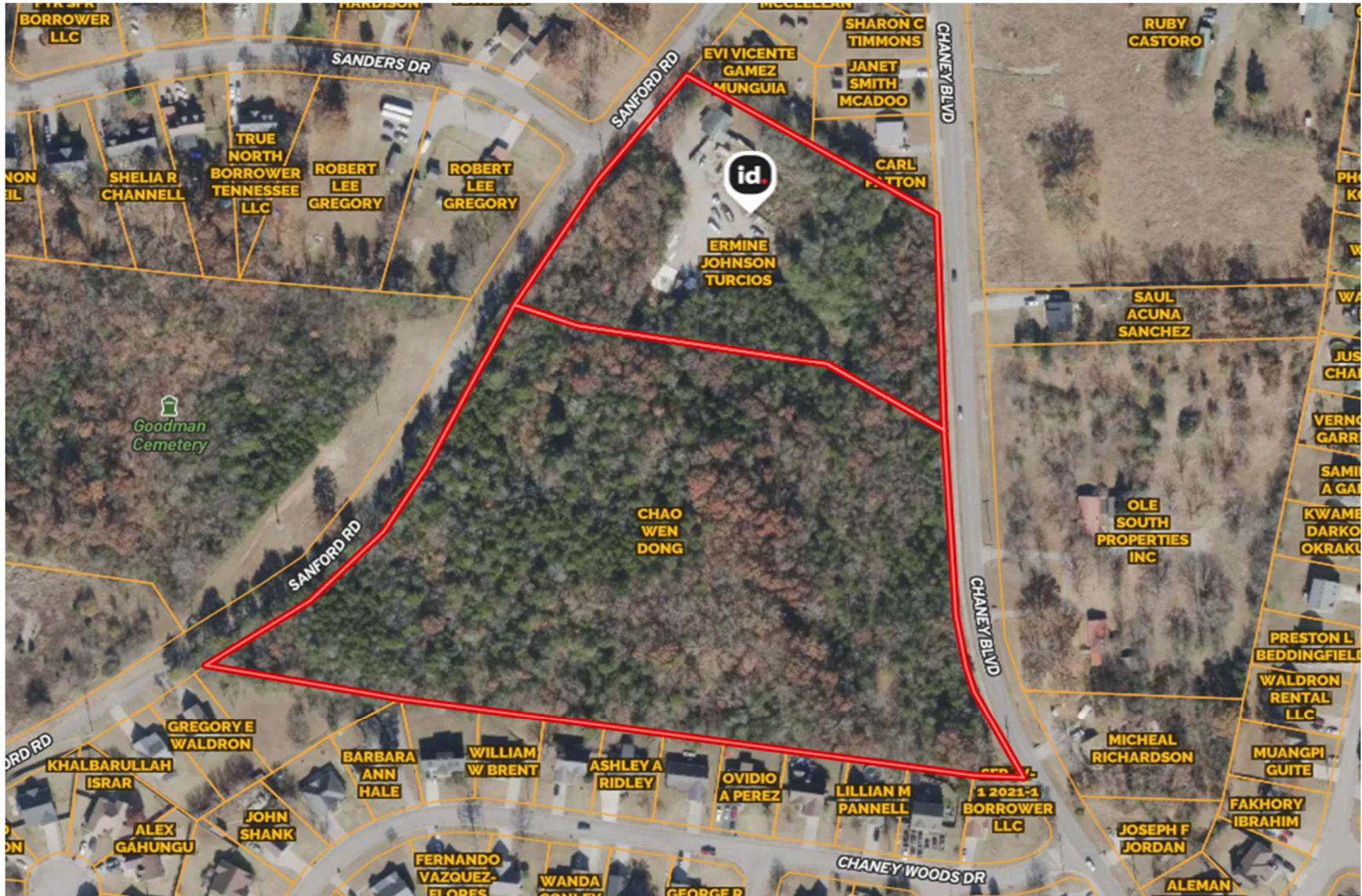
ACCESS AND CIRCULATION PLAN

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

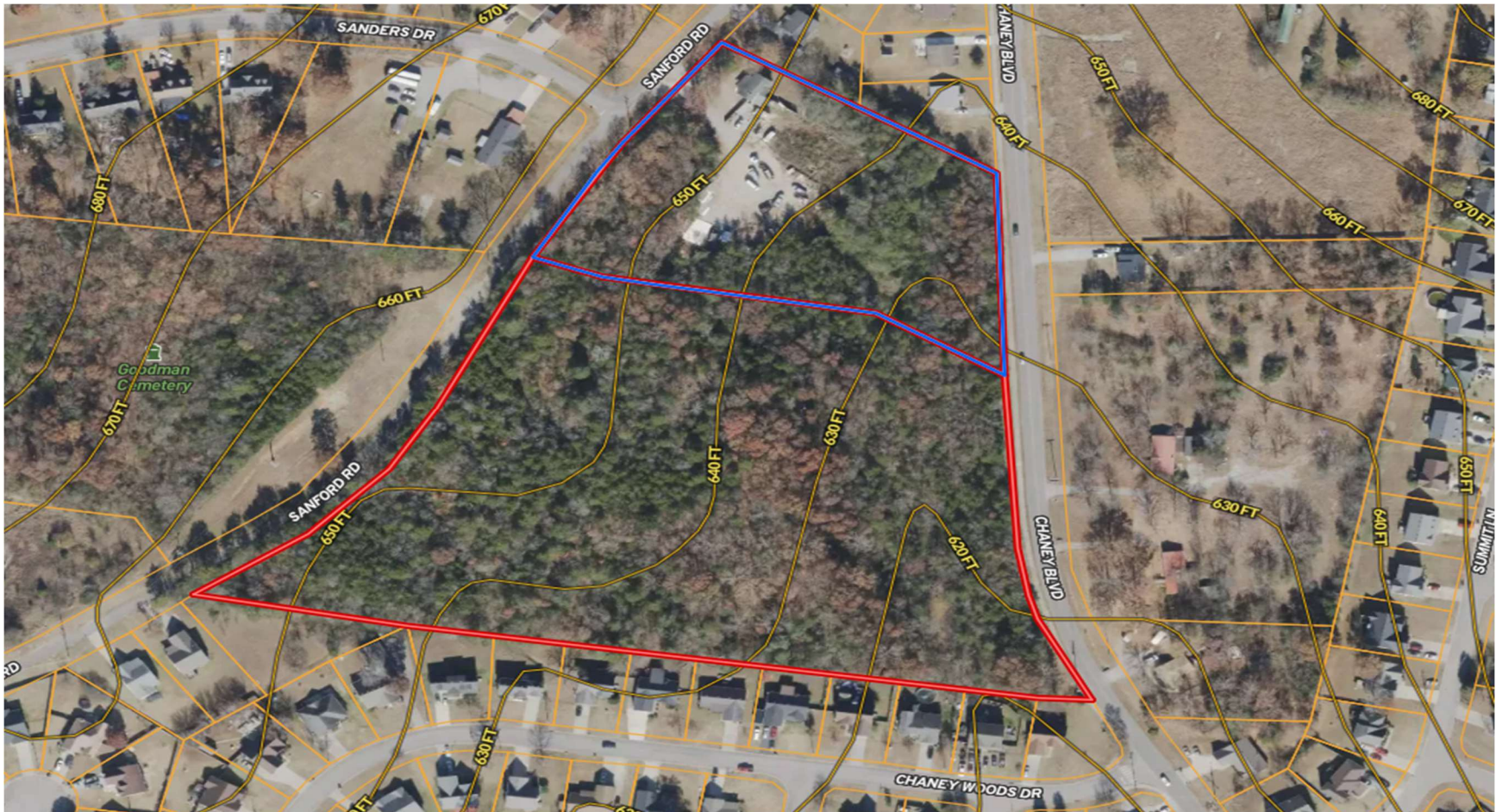


SEC, Inc. SITE ENGINEERING CONSULTANTS
REG. ENGINEER - CIVIL ENGINEERING
REG. ENGINEER - ELECTRICAL ENGINEERING
REG. ENGINEER - MECHANICAL ENGINEERING
REG. ENGINEER - SURVEYING ENGINEERING
2020 N. 10TH ST., SUITE 100, DENVER, CO 80202
TEL: 303.733.1100 FAX: 303.733.1101

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.



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

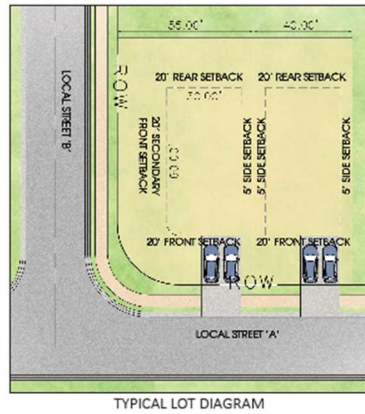
Sanford Ridge

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



SEC, Inc. SITE ENGINEERING CONSULTANTS
 451 INTERPKY. - SUITE 1000 - GAITHERSBURG, MD 20878
 410-251-5100 • 410-251-5101
 1100 BURGESS TERRACE - SUITE 100 - GAITHERSBURG, MD 20878
 410-251-5100 • 410-251-5101

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. SITE ENGINEERING CONSULTANTS
100 NORTH ... LAND PLANNING
LANDSCAPE ARCHITECTURE
1000 ...
2000 ...
3000 ...

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 30, 2026

<p>Item #: 6.</p>	<p>Second 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 was held on April 7, 2026. A public hearing will be held on Thursday, May 7, 2026 at 5:45 p.m.)</p>		
<p>Department:</p>	<p>Planning</p>	<p>Presented By:</p>	<p>Bo Logan</p>
<p>Item Attachments:</p>	<p>1. Ordinance #2026-07</p>		

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

City: Nashville State: TN Zip: 37209 (Mail, E-Mail, Phone)

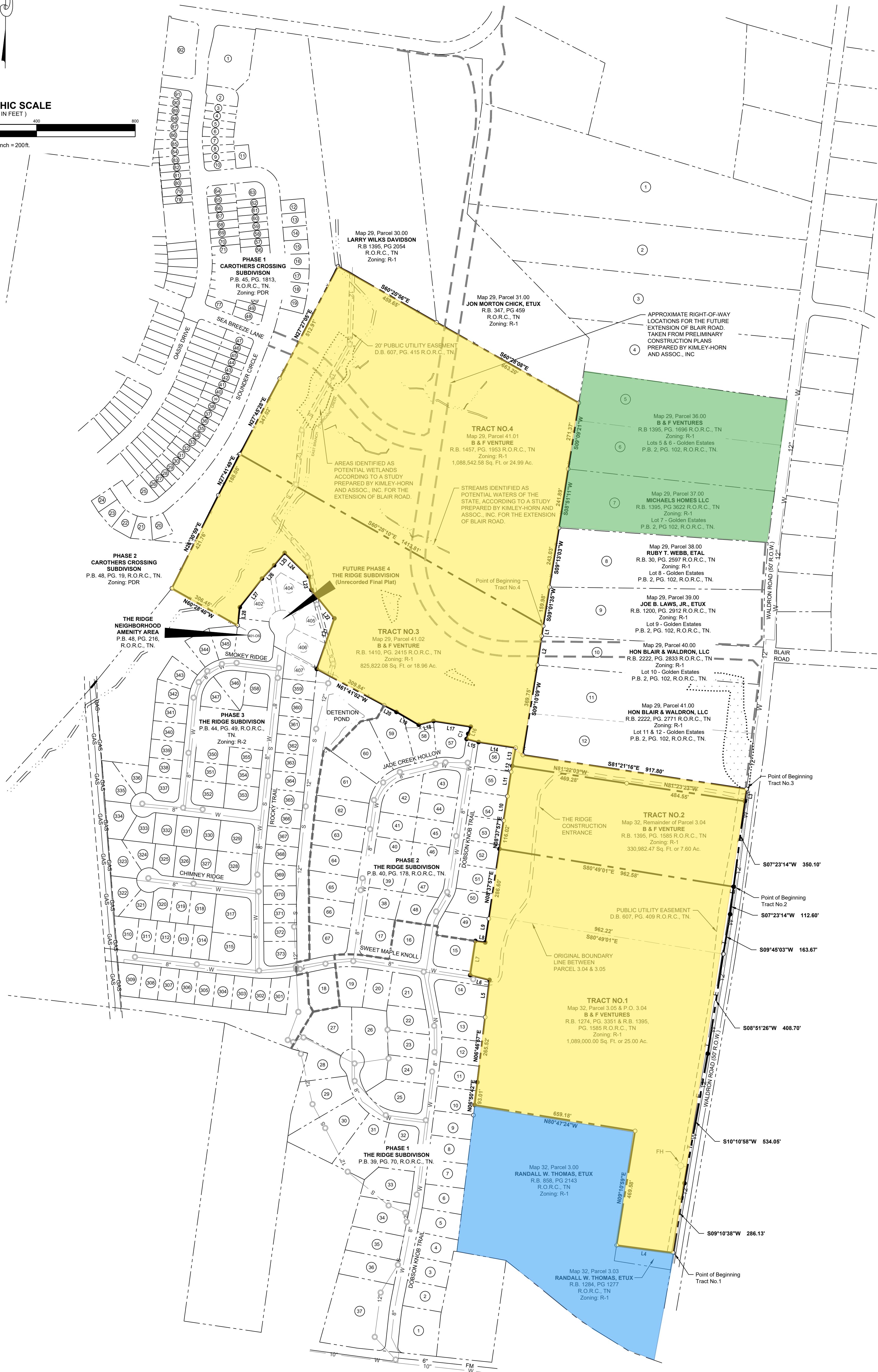
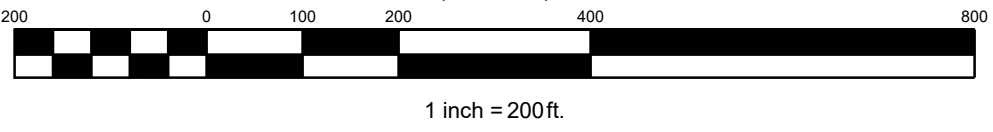
SECTION 2 - Property Information for the Rezoning Request

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

GRAPHIC SCALE
(IN FEET)



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° 06' 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

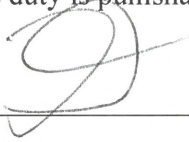
The rezoning process takes approximately three to four months depending on when the application is received by the City. The request must go to the Planning Commission where it receives a recommendation to the Board of Mayor and Aldermen. The Board of Mayor and Aldermen must approve a Rezoning Ordinance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

Applicant's Signature:  **Date:** 1/8/26

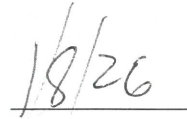
Certification Statement

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

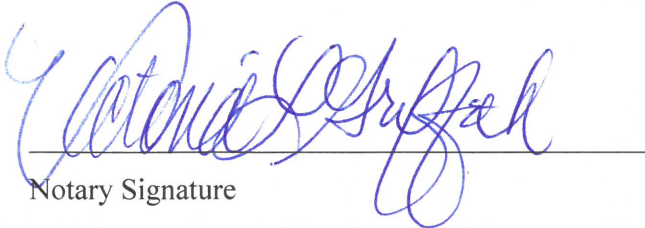


Date

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



Date

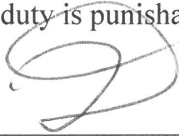


City of La Vergne Planning Department
5175 Murfreesboro Road
La Vergne, TN 37086
Phone: 615-287-8702 Fax: 615-213-8692

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




Date

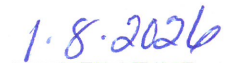
Land Deleot, President

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



Date



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

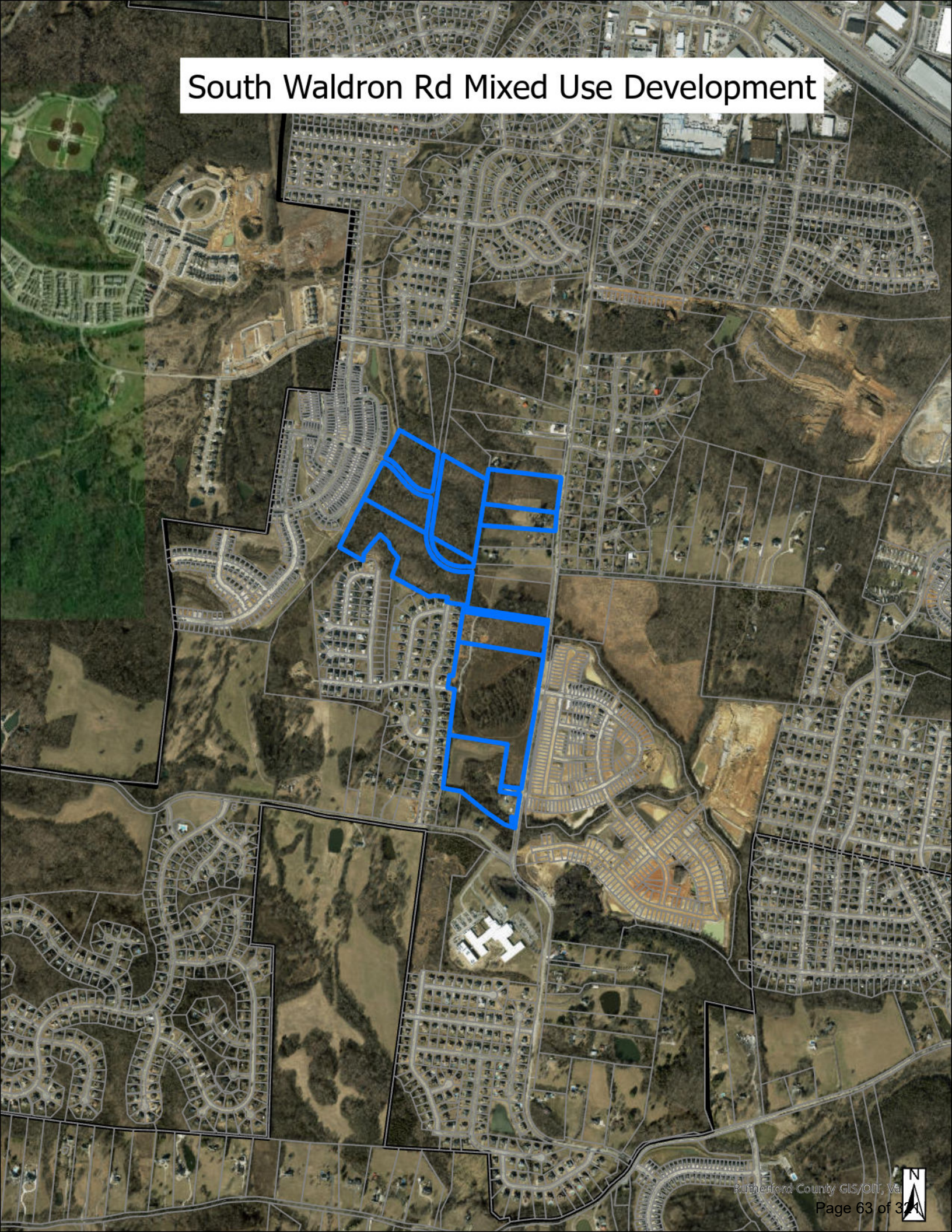


City of La Vergne Planning Department
5175 Murfreesboro Road
La Vergne, TN 37086
Phone: 615-287-8702 Fax: 615-213-8692

South Waldron Rd Mixed Use Development



South Waldron Rd Mixed Use Development







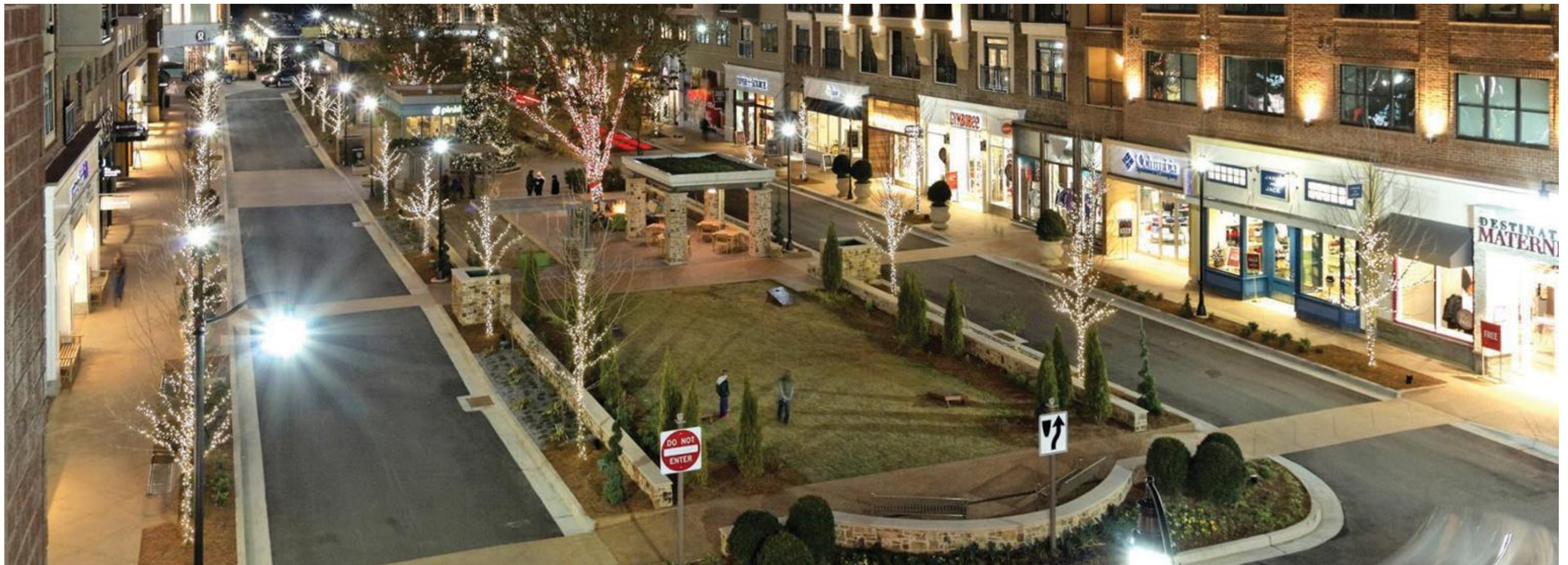






SOUTH WALDRON ROAD MIXED USE DEVELOPMENT CITY OF LA VERGNE, TN

A REQUEST TO UPDATE THE PREVIOUSLY APPROVED PDR TO INCLUDE ADDITIONAL PARCELS 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.

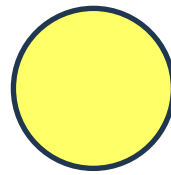
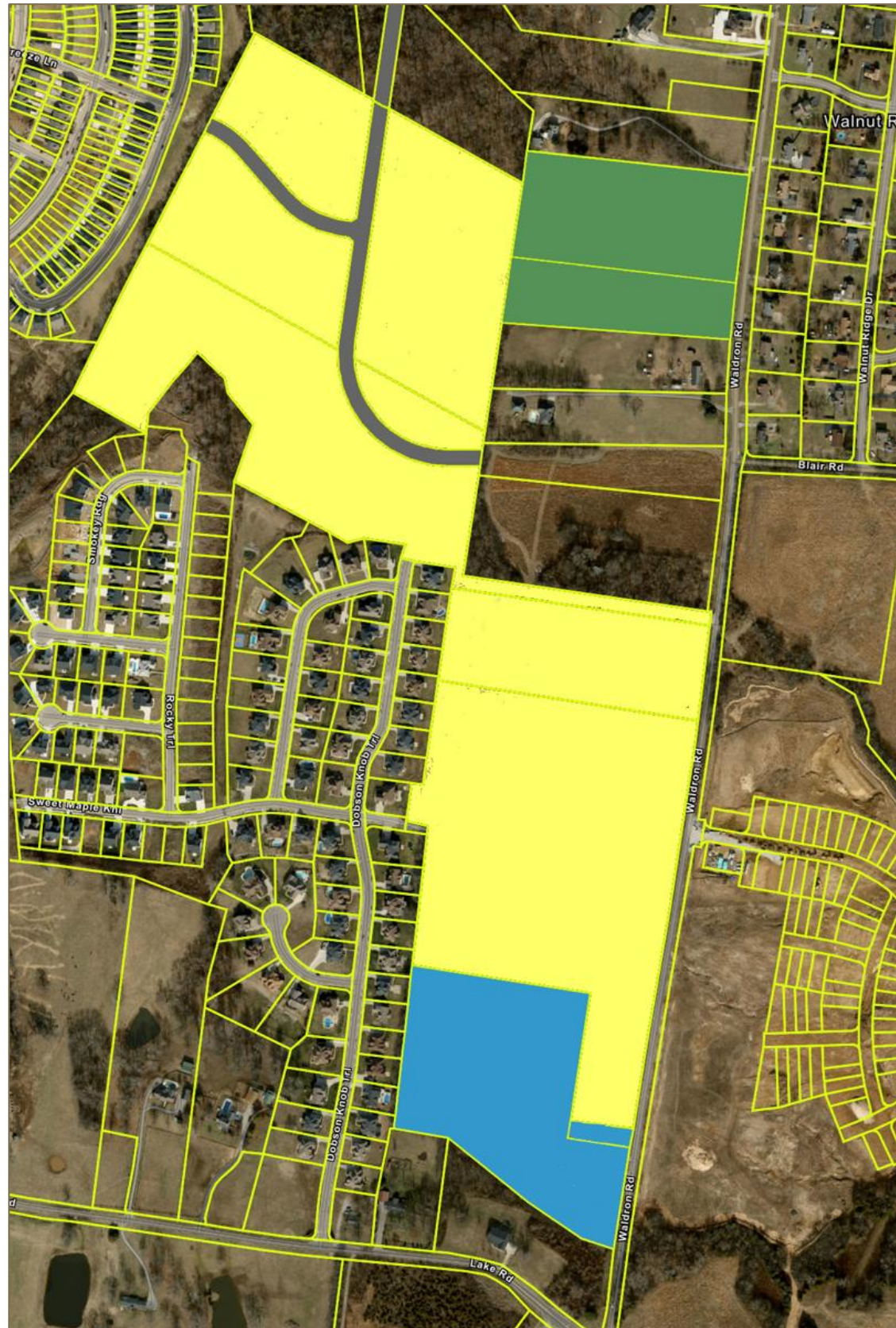
Community Oversight & Maintenance

In this private community, Residential and Commercial Homeowners Association (HOA) will be established to oversee the following:

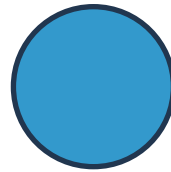
- Common area maintenance
- Primary entrance aesthetics and upkeep
- Signage regulations to maintain cohesive branding and architectural consistency
- Bylaws and Restrictive Covenants have been submitted for review to the City of La Vergne (April 30, 2026).

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.

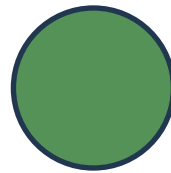
DEVELOPMENT VISION



Original IDB Parcels
76.55 Acres



New Parcel B
12.55 Acres



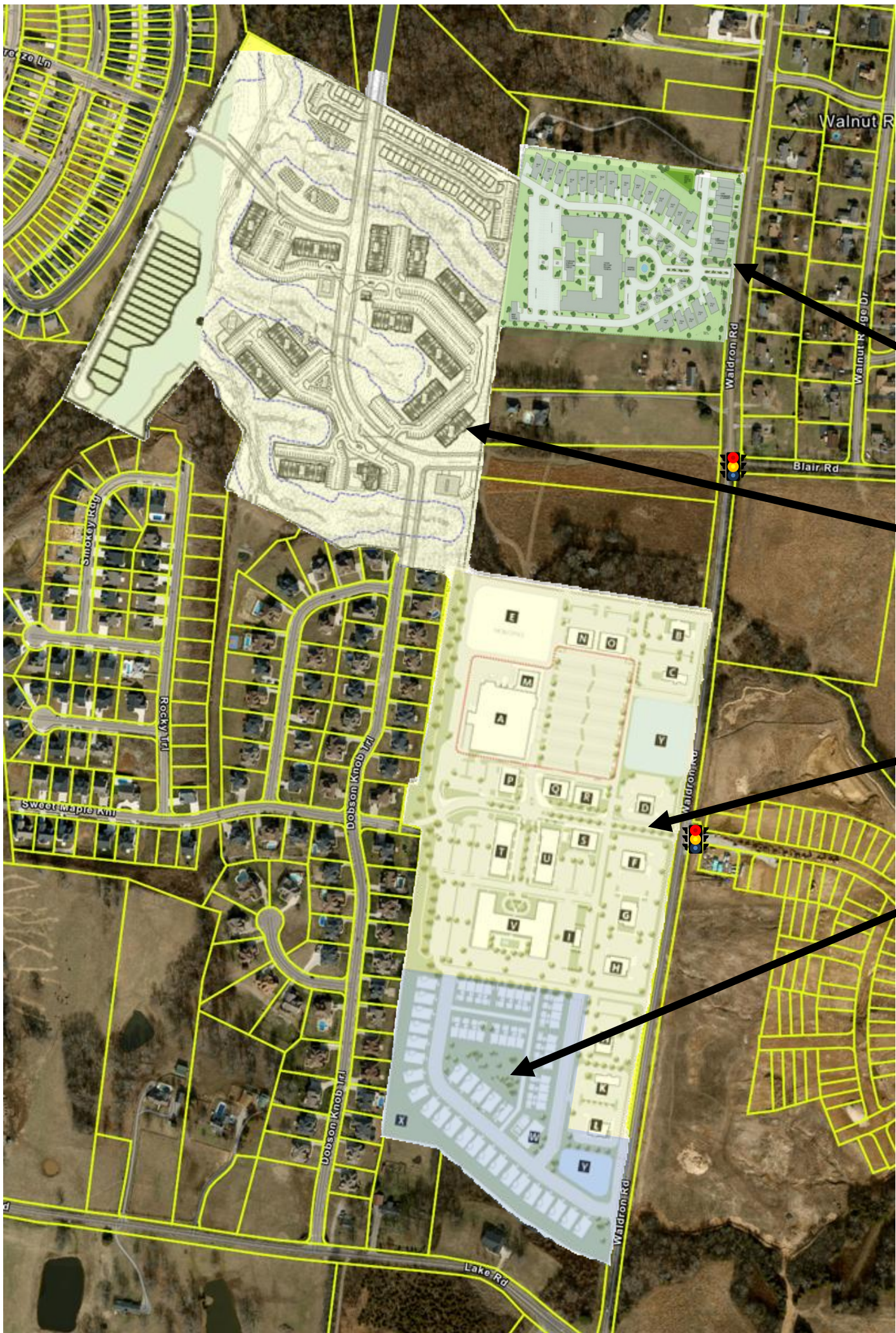
New Parcel C
±11.85 Acres

OVERALL SITE PLAN

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



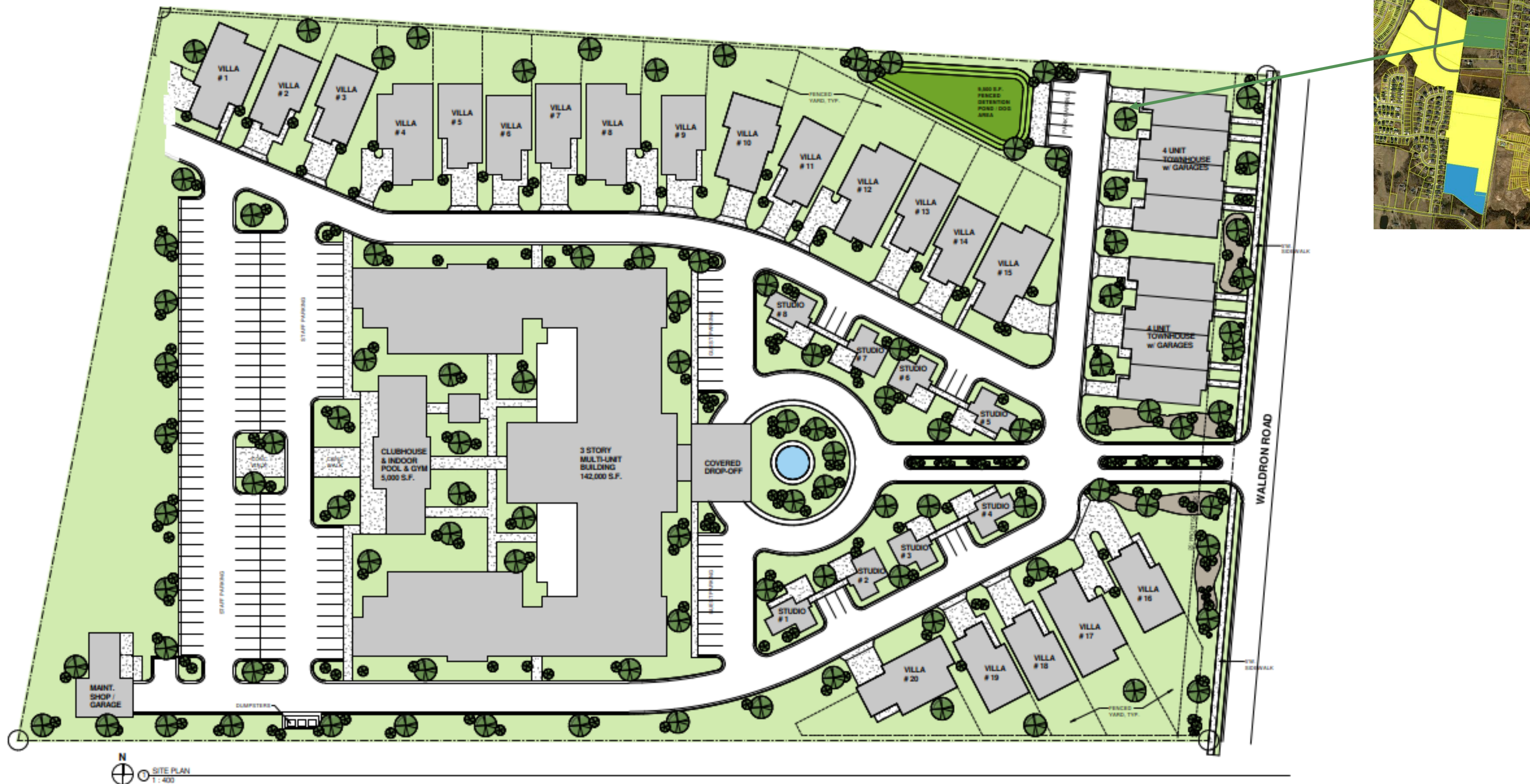
ACTIVE ADULT

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		

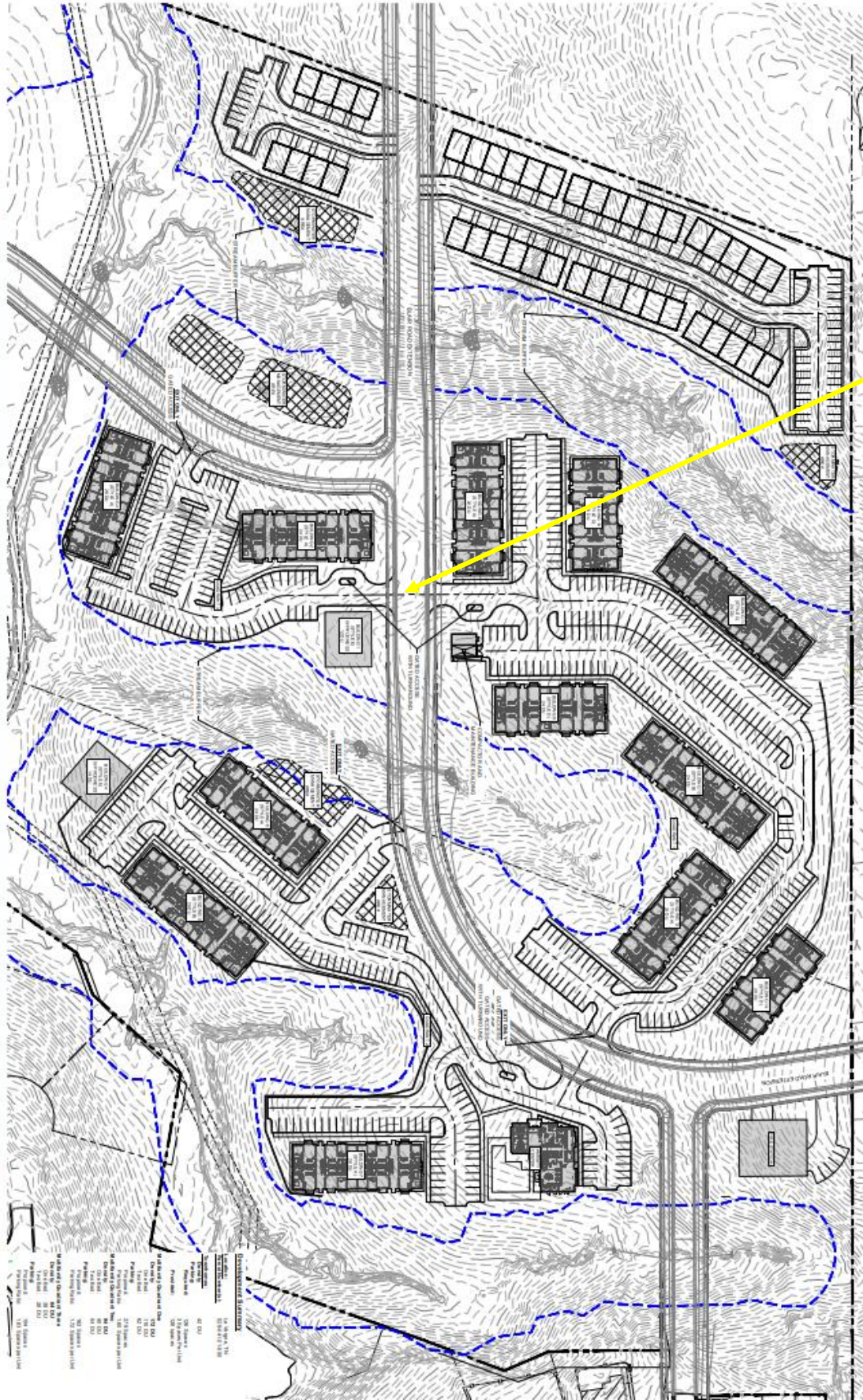


RESIDENTIAL - LAYOUT

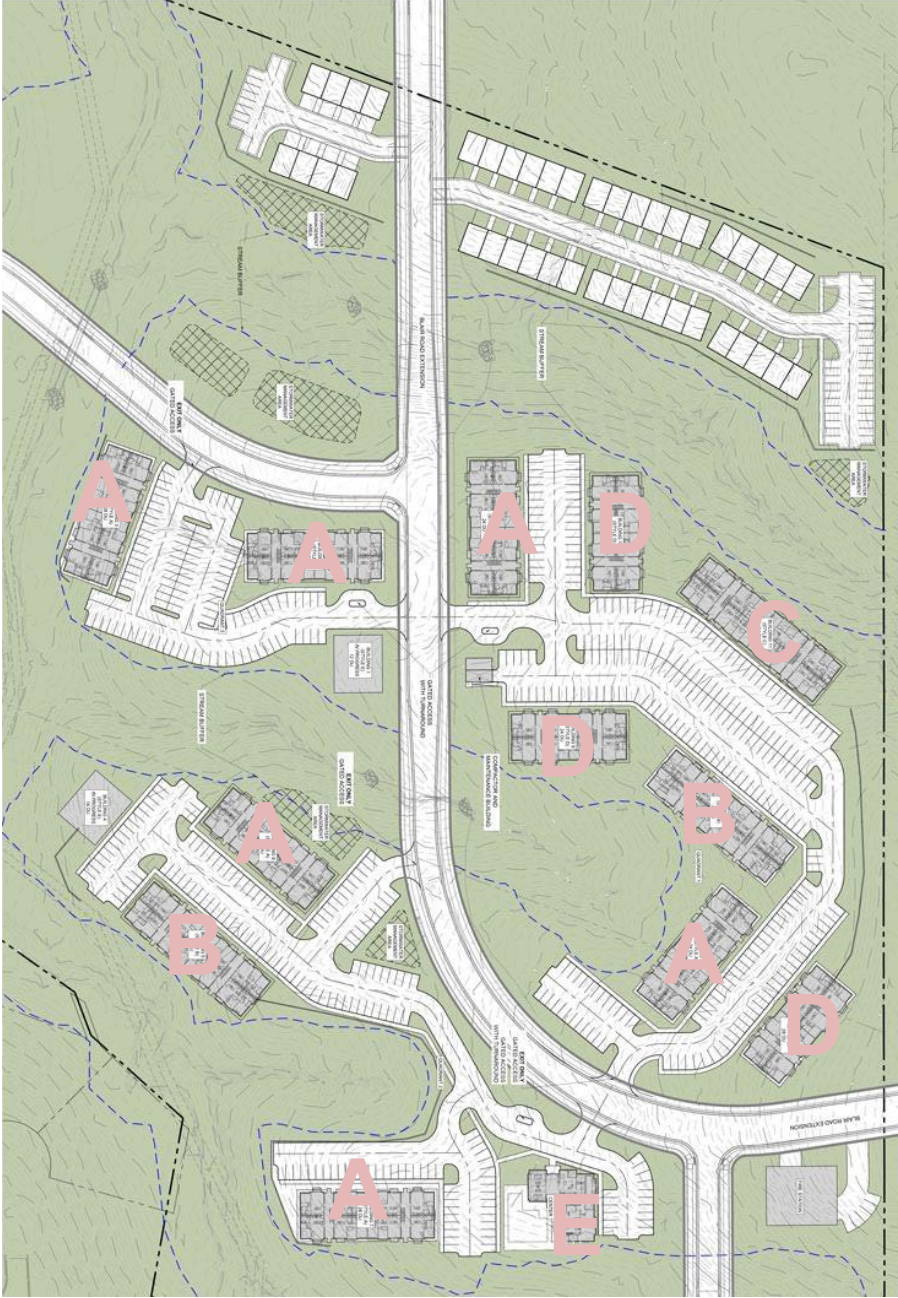
Kimley-Horn

South Waldron Residential

Overall Site Plan
November 11, 2020



RESIDENTIAL



CENTRAL AMENITY CENTER - E

NORTHERN PARCEL | ENLARGED SITE PLAN



BUILDING STYLE - A



BUILDING STYLE - B



BUILDING STYLE - C



BUILDING STYLE - D



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

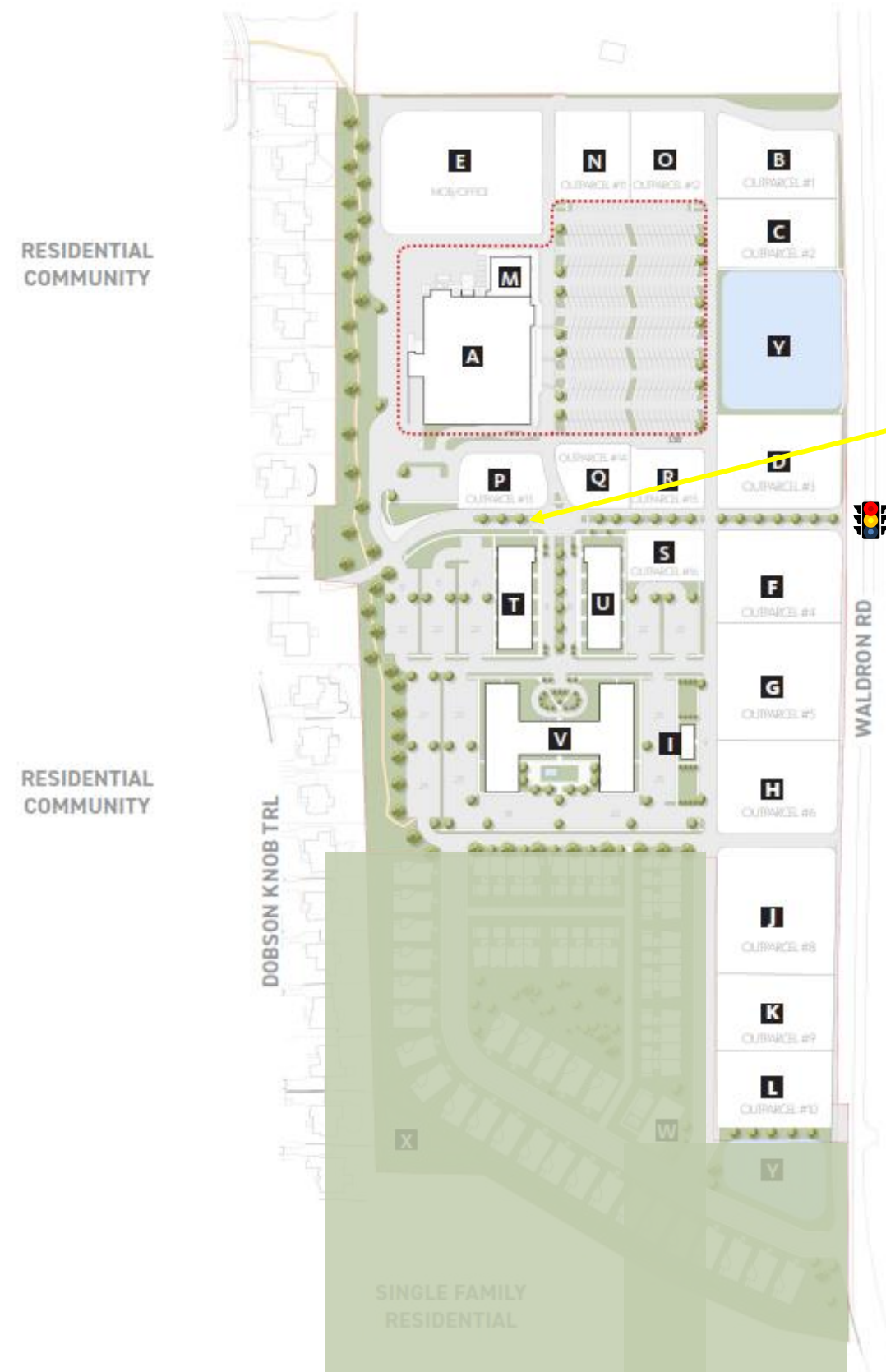
Amenities	SF
Fire Station	6,000
Amenity Center	5,416
	11,416

Total Phases		Townhome	Single Family	One Bedroom	Two Bedroom	Total	
Multifamily	Units	42.00	16.00	188.00	142.00	388.00	Average Unit SF 1322.02
	Unit Mix	10.82%	4.12%	48.45%	36.60%	100.00%	
	Total Gross SF	131,796	54,400	154,160	161,170	512,942	
	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 | N. OUTPARCEL #11
0.55 acres |
| B. OUTPARCEL #1
0.71 acres | O. OUTPARCEL #12
0.55 acres |
| C. OUTPARCEL #2
0.68 acres | P. OUTPARCEL #13
0.39 acres |
| D. OUTPARCEL #3
0.96 acres | Q. OUTPARCEL #14
0.36 acres |
| E. MOB/OFFICE
1.63 acres | R. OUTPARCEL #15
0.36 acres |
| F. OUTPARCEL #4
0.95 acres | S. OUTPARCEL #16
0.33 acres |
| G. OUTPARCEL #5
1.19 acres | T. RETAIL & MULTIFAMILY
4 levels
12,596 gsf retail
37,788 gsf multifamily |
| H. OUTPARCEL #6
0.92 acres | U. RETAIL & MULTIFAMILY
4 levels
12,596 gsf retail
37,788 gsf multifamily |
| I. JEWEL BOX #7
1,625 gsf | V. MULTIFAMILY
4 levels
143,480 gsf multifamily |
| J. OUTPARCEL #8
1.22 acres | W. CLUBHOUSE AMENITY |
| K. OUTPARCEL #9
0.73 acres | X. RESIDENTIAL (55+) |
| L. OUTPARCEL #10
0.72 acres | Y. STORMWATER RETENTION |
| M. RETAIL
5,600 gsf | |



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

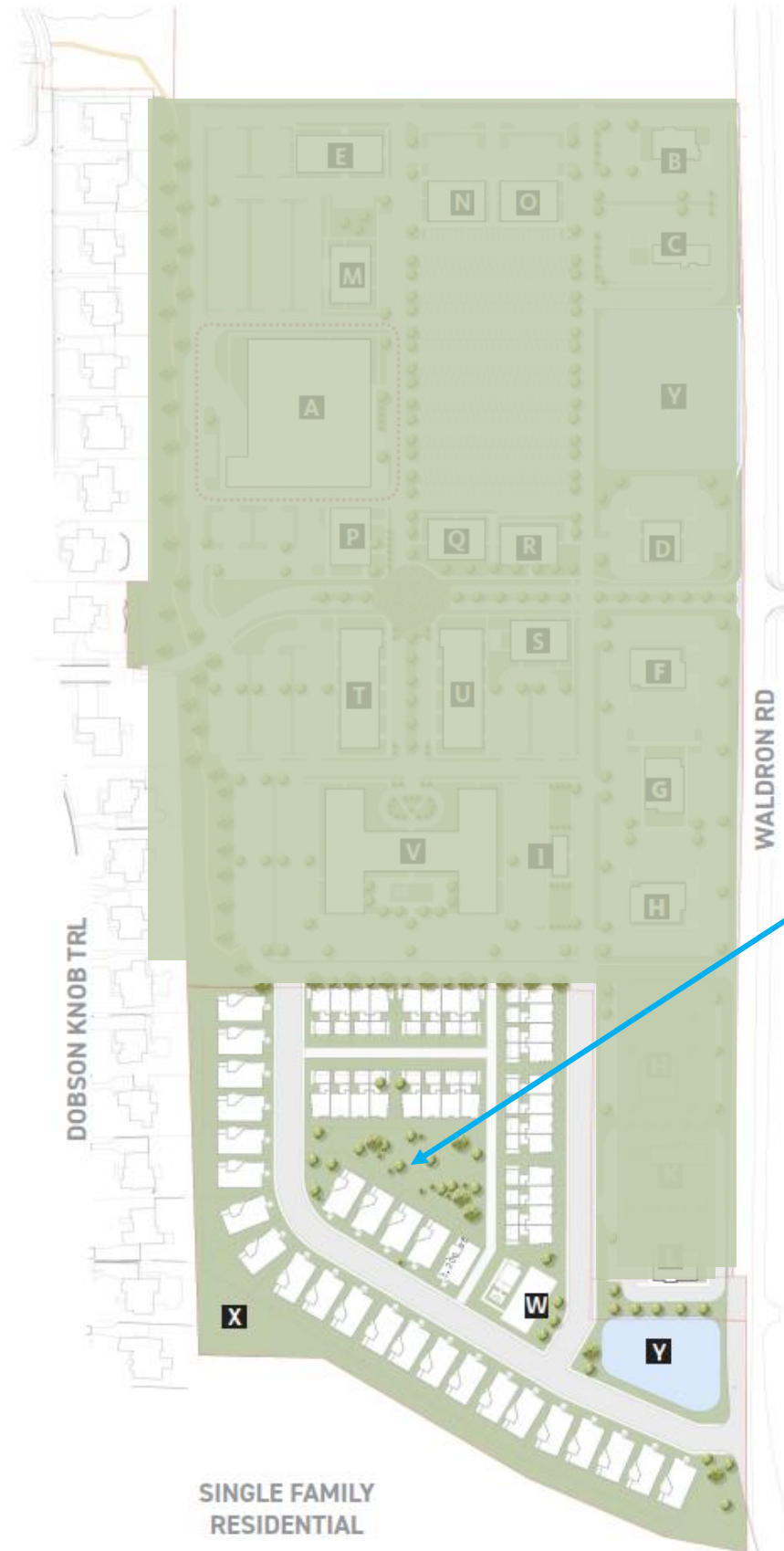
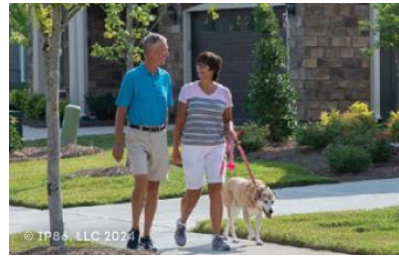
Retail	Grocer	M	N	O	P	Q	R	S	Total SF
Gross SF	54,954	5,600	6,000	6,000	6,000	6,000	6,000	6,000	96,554

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



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	Average Unit SF 2640.00
	Unit Mix	49.09%	50.91%	100.00%	
	Total Gross SF	86,400	58,800	145,200	
	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

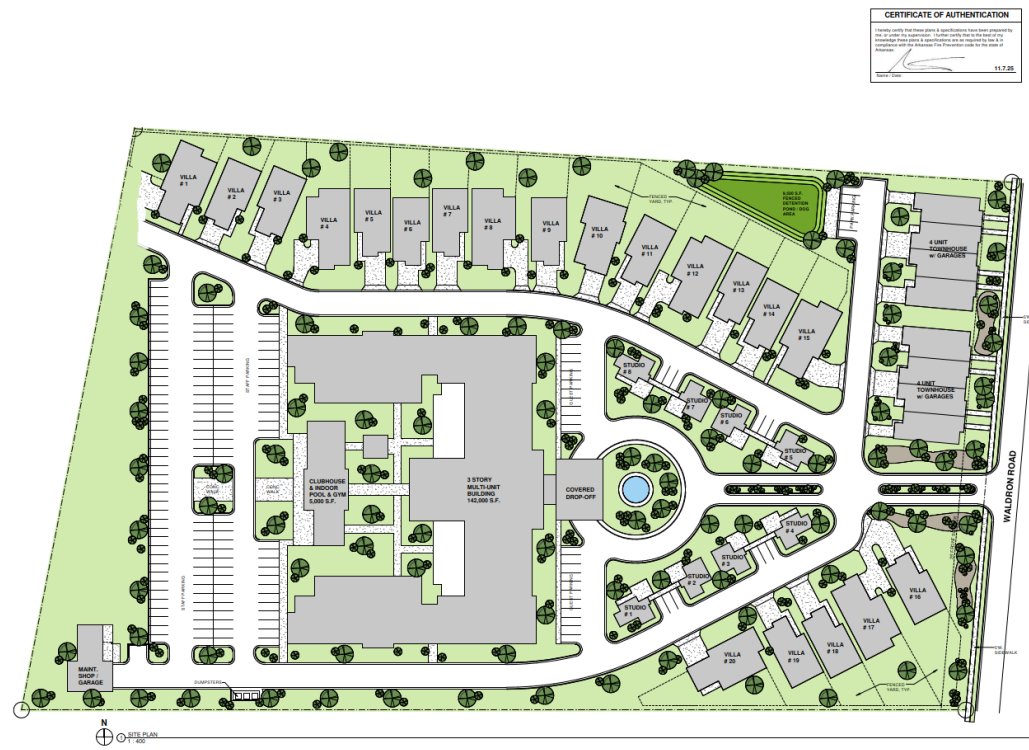
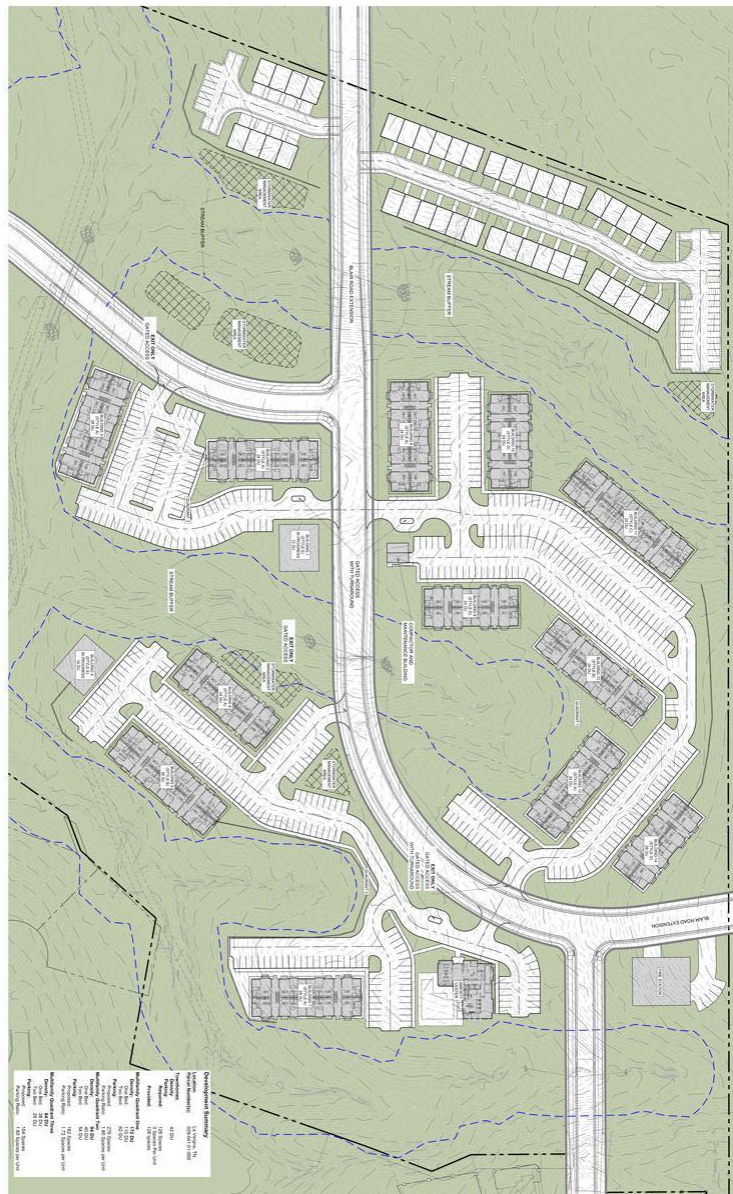
Northern Residential							
Unit Type	% Mix	Unit Count	Average Unit SF	Total Net SF	% of Total Net SF	Total Gross SF	Parking
Single Family	4.12%	16	2,920	46,720	10.50%	54,400	32
Townhome	10.82%	42	2,658	111,636	25.10%	131,796	126
Multifamily Quadrant 1	44.33%	172	847	145,660	32.75%	160,570	279
Multifamily 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		145,200		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 1312.32
	Total Net SF	178,504	444,780	215,946	145,200	984,430	
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	





CERTIFICATE OF AUTHENTICATION
11.7.25

blue ROCK DESIGN BUILD
17419 20th St. Nashville, TN 37214

PROPOSED PROJECT FOR:
THE GRANDVIEW @ TWINNING
STATION
774 WALDRON ROAD - LA VERGNE, TN

TITLE SHEET
PROJECT DATA
GENERAL NOTES
SITE & LANDSCAPING PLAN

11.7.25
11.25.188

A1.0

REQUIRED OPEN SPACE:
20% Open Space

PROVIDED OPEN SPACE:
+/- 25% Open Space

OPEN SPACE - NORTH

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

The Trail



RESIDENTIAL COMMUNITY

Main Street

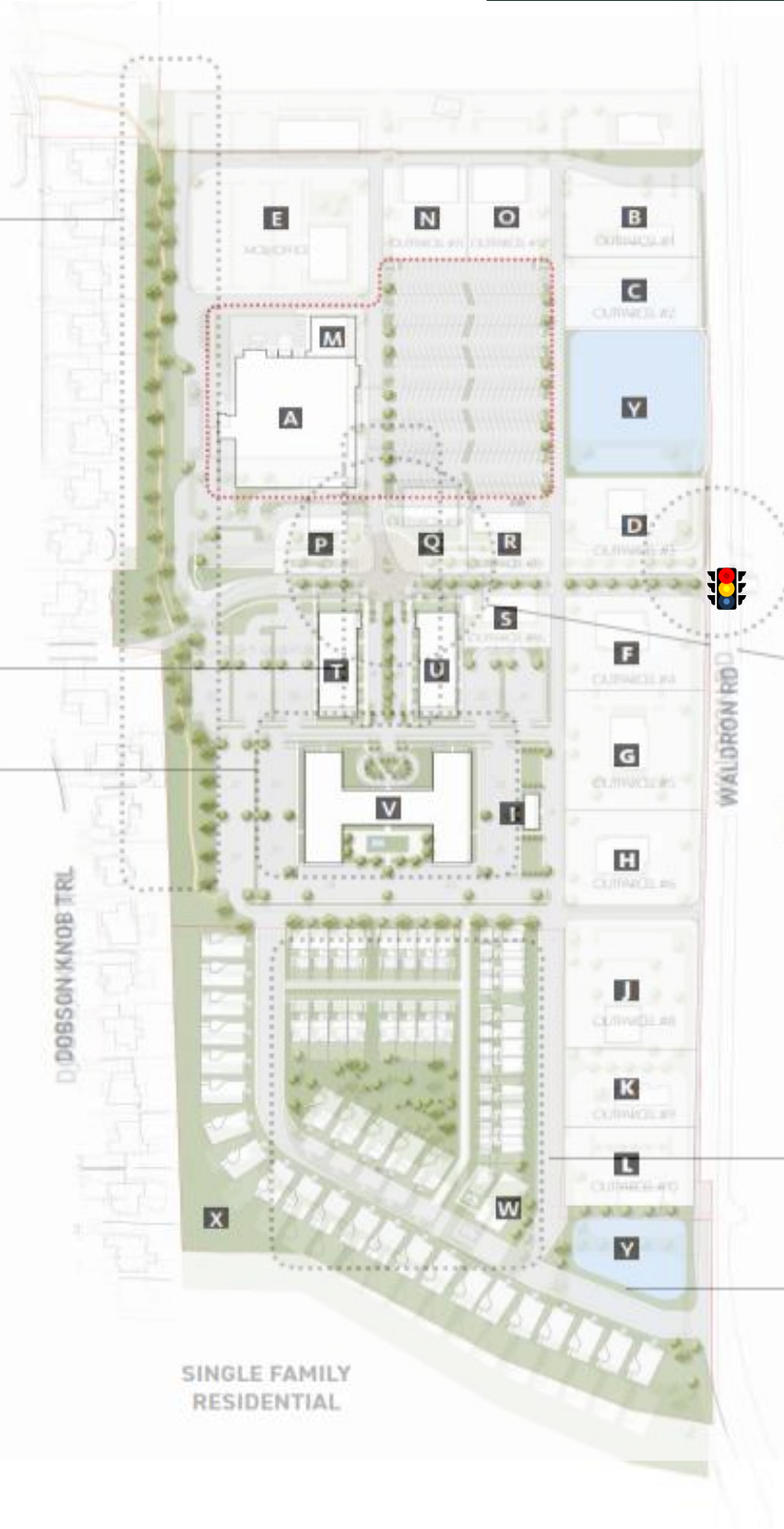


RESIDENTIAL COMMUNITY

The Terminus



SINGLE FAMILY RESIDENTIAL



The Boulevard



Central Plaza



The Neighborhood



The Basin



PEDESTRIAN | STREET ACCESS

- COMMUNITY
- CULTURE
- CONNECTIVITY
- SCALE
- ART
- NATURE

CONNECTED MIXED USE VISION

RESIDENTIAL
COMMUNITY

RESIDENTIAL
COMMUNITY

RESIDENTIAL
COMMUNITY



PEDESTRIAN | STREET ACCESS

SINGLE FAMILY
RESIDENTIAL

- SECONDARY CIRCULATION PATH
- COMMERCIAL + RESIDENTIAL GRADIENT

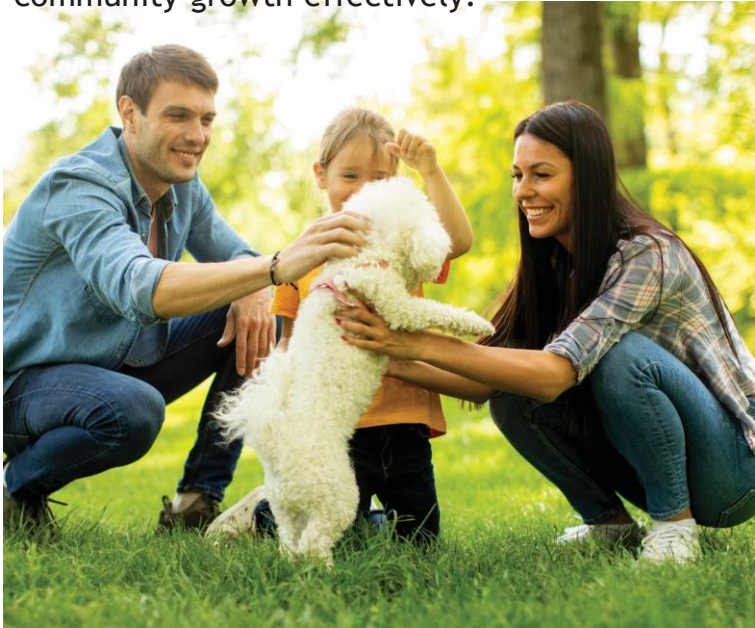
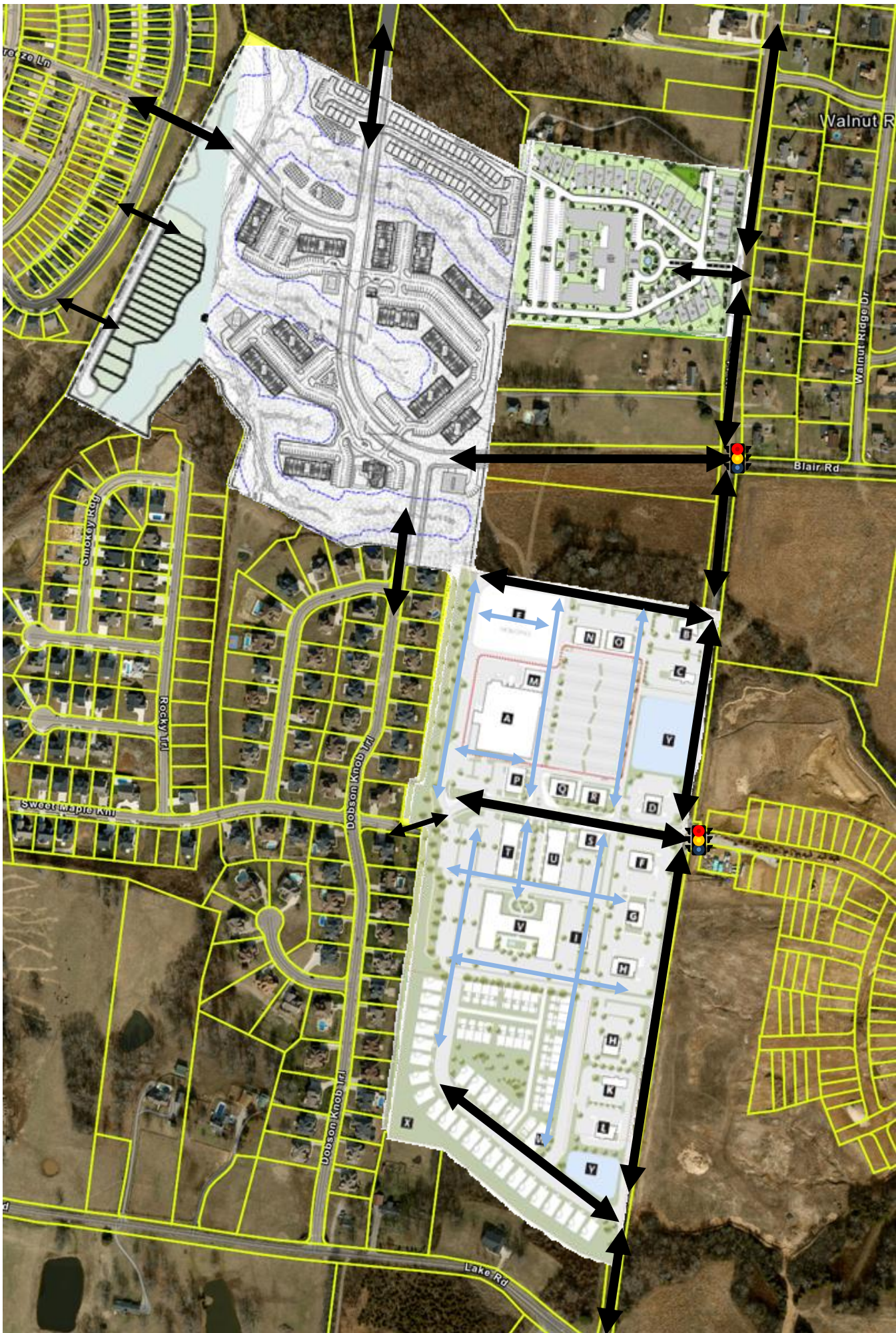
VEHICULAR STREET ACCESS

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.



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.

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REQUIRED OPEN SPACE:
20% Open Space

PROVIDED OPEN SPACE:
+/- 25% Open Space

RESIDENTIAL
COMMUNITY

RESIDENTIAL
COMMUNITY



SINGLE FAMILY
RESIDENTIAL

OPEN SPACE EXHIBIT

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 exemplified 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.
- Masonry 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 vehicle 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, recreational 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 vehicle 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 Dispensary 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.



ITEM REPORT

Board of Mayor and Aldermen

Date: April 30, 2026

Item #: 7.A.1.	Ratify Omnia Contract Purchase - New Domain Controllers for the City.		
Department:	Information Technology	Presented By:	Glenn Green
Item Attachments:	1. GHA Quote - Updated		

Purpose:

This item is to ratify a change in cost to purchase of new domain controllers for the city.

Background:

This item is to ratify the purchase of new domain controllers for the city. Due to supply chain availability of certain parts, the lead time for delivery was projected at six months to a year. Upgrading the servers to a higher processing unit, the lead time was significantly reduced. This item is to obtain approval for the change in price. 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 increased from \$10,500.00 to \$12,000.

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	Apr 14, 2026 10:24 AM EDT
Modified Date	Apr 14, 2026 02:06 PM EDT
Quote #	3094731 - 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@lavernetn.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
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Customer PO:	Terms: Undefined	Ship Via: 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 6325P 3.5G, 16GB, TWO 480GB SSD Mixed Use, Software Raid 1, 3YR Pro Support NBD Onsite Warranty with Keep my Hard Drive	210- BLVL	Yes	2	\$6,000.00	\$12,000.00
	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 6325P 3.5G, 4C/8T, 12M Cache, Turbo, (55W) DDR5-4800 338-CSXX 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: \$12,000.00
 Tax (.0000%): \$0.00
 Shipping: \$0.00
 Misc: \$0.00
Total: \$12,000.00

DLL Leasing Option	\$1,053.84 / mo. for 12 months.
	\$552.60 / mo. for 24 months.
	\$386.04 / mo. for 36 months.
	\$303.24 / mo. for 48 months.
	\$253.80 / 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 30, 2026

Item #: 7.A.2.	Ratify Omnia Contract Purchase - New File Servers for the City.		
Department:	Information Technology	Presented By:	Glenn Green
Item Attachments:	1. GHA Quote2 - Updated		

Purpose:

This item is to ratify a change in cost for the purchase of new server equipment for the City.

Background:

This item is to ratify the purchase of new server equipment for the city. Due to supply chain availability of certain parts, the lead time for delivery was projected at six months to a year. Upgrading the servers to a higher processing unit, the lead time was significantly reduced. This item is to obtain approval for the change in price. 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 has changed from \$13,000.00 to \$14,200.00.

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	Apr 10, 2026 05:58 PM EDT
Modified Date	Apr 10, 2026 06:01 PM EDT
Quote #	3093930 - 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@lavergetn.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	PowerEdge R360 Server File Server Intel Xeon 6 Performance 6325P 3.5G, 4C/8T, 32GB Memory, 4x 2TB 7.2K HD, iDRAC9 Express, 3YR Basic Warranty	210-BJTR	Yes	2	\$7,100.00	\$14,200.00
	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-CSXX Intel Xeon 6 Performance 6325P 3.5G, 4C/8T, 12M Cache, Turbo, (55W) DDR5-4800					
	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: \$14,200.00
 Tax (.0000%): \$0.00
 Shipping: \$0.00
 Misc: \$0.00
Total: \$14,200.00

DLL Leasing Option	\$1,247.04 / mo. for 12 months.
	\$653.91 / mo. for 24 months.
	\$456.81 / mo. for 36 months.
	\$358.83 / mo. for 48 months.
	\$300.33 / 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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-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 30, 2026

Item #: 7.A.3.	Ratify Sourcewell Contract Purchase - New Domain Controllers for the Library.		
Department:	Information Technology	Presented By:	Glenn Green
Item Attachments:	1. CDW-G Quote		

Purpose:

This item is to ratify the purchase of new domain controllers for the library.

Background:

This item is to ratify the purchase of new domain controllers for the library. 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 \$12,332.96.

Staff Recommendation:

Staff recommends approval.



Thank you for choosing CDW. We have received your quote.

QUOTE CONFIRMATION

Pricing and Availability Notice

Due to ongoing supply chain challenges, some hardware manufacturers cannot guarantee product availability or pricing until the product is shipped. While we make every effort to honor quoted pricing, if a hardware manufacturer increases its price to CDW after a quote is issued or order is accepted, we may need to update your quoted price to reflect that change irrespective of any timeframes or validity periods set forth in the quote, including up to the date of shipment. In the event of a price adjustment, we will notify you prior to shipment. Any price adjustment would only occur if the hardware manufacturer increases its pricing to CDW.

GLENN GREEN,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PVRQ259	4/6/2026	FINAL LVO SERVERS	3474155	\$12,332.96

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
LVO TS SR250 V3 6333P 2X16GB	2	9123689	\$6,166.48	\$12,332.96
Mfg. Part#: 7DCLSNYN00				
Contract: Sourcwell 121923-CDWG Tech Catalog GOV ONLY (121923)				

SUBTOTAL	\$12,332.96
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$12,332.96

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF LA VERGNE ACCTS PAYABLE 5093 MURFREESBORO RD LA VERGNE, TN 37086-2706 Phone: (615) 207-4679 Payment Terms: Net 30 Days-Govt State/Local	Shipping Address: CITY OF LA VERGNE GLENN GREEN 5093 MURFREESBORO RD LA VERGNE, TN 37086-2706 Phone: (615) 207-4679 Shipping Method: DROP SHIP-GROUND
Please remit payments to:	



Sales Contact Info

Karina Steitz | 800.808.4239 | karina.steitz@cdwg.com

Need Help?



My Account



Support



Call 800.800.4239

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

© 2026 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



ITEM REPORT

Board of Mayor and Aldermen

Date: April 30, 2026

Item #: 7.A.4.	Ratify State Contract Purchase - Professional Services and Consulting Services for the Redesign and Segmentation of the Police Department Network.		
Department:	Information Technology	Presented By:	Glenn Green
Item Attachments:	1. MissionCritical - La VergnePD TN_Network Segmentation Proposal		

Purpose:

This item is to ratify State of Tennessee contract pricing for professional services and consulting services from MissionCritical for the redesign and segmentation of the police department computer network.

Background:

This item is to ratify State of Tennessee contract pricing for professional services and consulting services for the redesign and segmentation of the police department computer network. The purchase will provide professional service and consulting to redesign the LPD computer network incorporating best practices and industry standard security measures. This is an emergency purchase and is not a budgeted item.

Financial Summary:

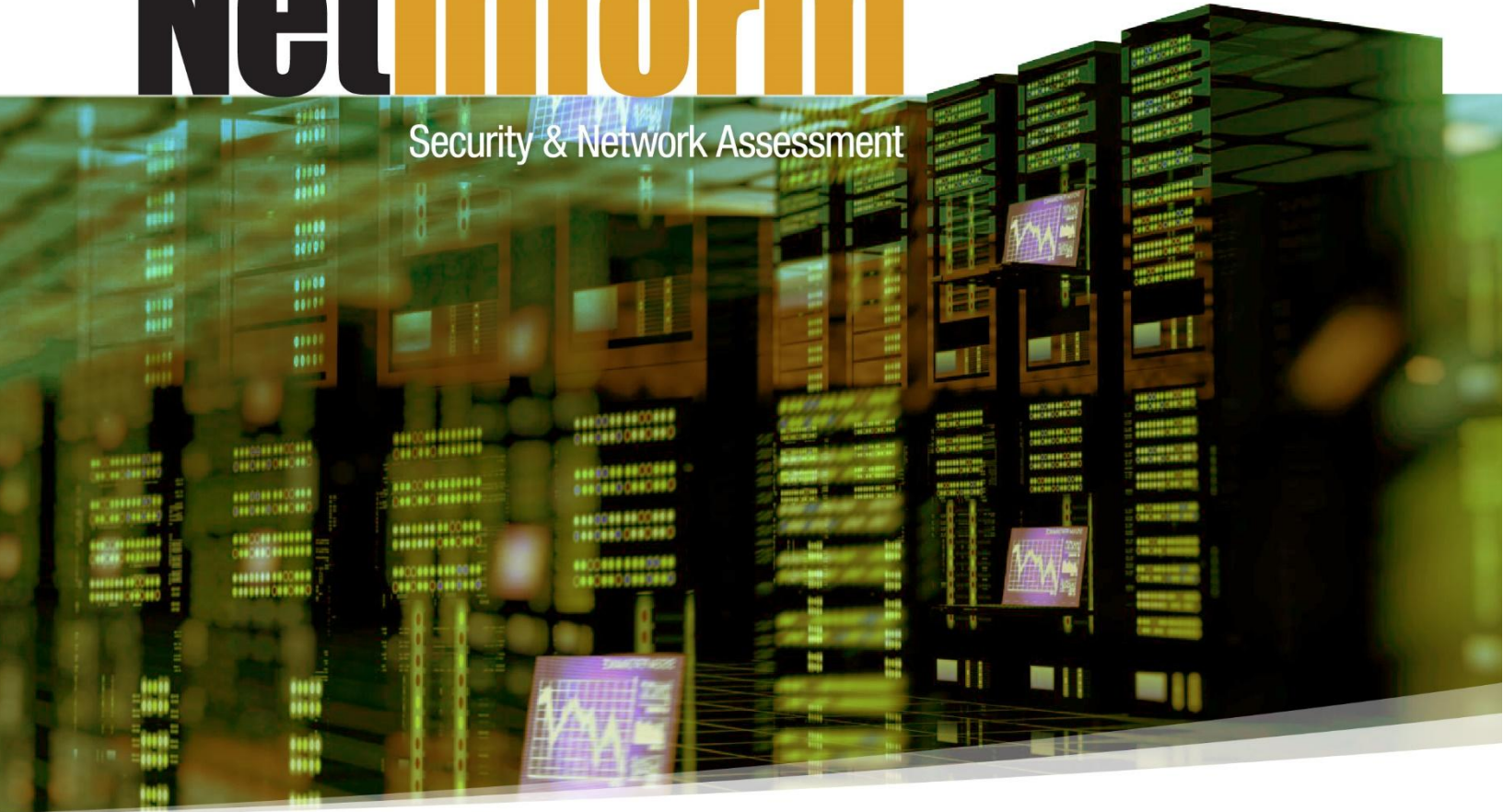
The cost of the services is not to exceed \$54,514.00 and is inclusive of all labor and expenses.

Staff Recommendation:

Staff recommends approval.

NetInform[®]

Security & Network Assessment



Enterprise IT & Security Assessment

Proposal

Mission-Critical NetInform–Cyber and Segmentation Assessments and Remediation Support

April 9, 2026

La Vergne Police Department, Tennessee

M
MissionCriticalPartners

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Introduction Letter

April 9, 2026

Mr. Glenn Green
Information Technology Director
City of La Vergne
5093 Murfreesboro Rd
La Vergne, TN 37086

Re: Proposal for Mission-Critical Governance, Risk, and Compliance Services (GRC) and Network Segmentation

Dear Mr. Green:

Mission Critical Partners® (MCP) has been a trusted partner of public safety agencies throughout the United States for more than 15 years. We have provided valuable assistance in the planning, procurement, and implementation of technology solutions in aid of the public safety mission. MCP is well positioned to provide critical network and information technology (IT) support to the La Vergne Police Department (LPD). We continue to grow and enhance our Mission-Critical Lifecycle Management Services practice to provide essential support for our client's mission-critical systems and solutions.

We are pleased to provide the LPD with a proposal for Mission-Critical NetInform® services. MCP's services will produce a detailed assessment of the public safety answering point (PSAP) cybersecurity posture, as well as an assessment of the impacts of segmenting the Public Safety IT systems away from the city IT network.

MCP has identified Steve Badgio to be your client services manager. His contact information follows:

Steve Badgio, Vice President & Director of Co-Managed Information Technology

☎ 803.833.9417 | ✉ SteveBadgio@MissionCriticalPartners.com

Mission Critical Partners | 690 Gray's Woods Blvd., Suite 100 | Port Matilda, PA 16870

With MCP's experience and commitment to evolving and enhancing emergency response, we believe we can bring significant value to the LPD.

I am the authorized representative submitting this proposal on MCP's behalf and may be contacted at 978.380.0150 or Contracts@MissionCriticalPartners.com. On behalf of our entire team, we stand behind the La Vergne Police Department to serve as your partner and advocate.

Sincerely,

Mission Critical Partners, LLC



Kevin P. Bresnahan, President
Lifecycle Management Services Division

M MissionCriticalPartners

Putting Our Clients' Missions First A Firm Unlike Any Other

At Mission Critical Partners, our mission is simple: to improve public safety and justice outcomes. Our client commitment is to act as a trusted, independent advisor, always striving to solve problems, deliver value, efficiency, and fresh ideas – all while mitigating risk.

We stand behind the significance of the work our clients do and how critical their missions truly are – not just for their organization, but for their entire community. Our greatest pride is partnering with clients to implement the best solutions that drive their mission, building upon our expertise and experience – because their mission is what matters.

We bring highly specialized expertise in public safety, justice and in other critical infrastructure sectors. Many of our professionals have been in our clients' shoes and are well attuned to their unique needs. Our vision is to transform mission-critical and public-sector networks and operations into integrated ecosystems.

A Halo Effect Over the Critical Communications Ecosystem

MCP provides its clients with a holistic approach to enhance and evolve critical communications systems and operations across the entire ecosystem. The "MCP Halo Effect" is our comprehensive integrated series of products and solutions to dramatically effect collaboration and situational awareness, improve decision-making, and ultimately influence outcomes.

SecureHalo™
Family of Cybersecurity and IT Solutions

We're designing and monitoring highly reliable, secure and easy-to-manage integrated public safety networks.

Consulting
Consultive & Advisory Solutions

We're providing expertise across all areas of the constantly evolving public safety, justice, and broader public sector ecosystem.

DataHalo™
Family of Data Solutions

We provide data analytics and software solutions that improve collaboration, productivity, and decision-making.

3,900+ projects

supporting 2,200+ public-sector and critical communications agencies since 2009

We serve clients in

48 states

and 95% of the nation's largest metropolitan areas

200+

subject-matter experts on staff with an average of 25 years of experience

90%

of our clients remain with us from project to project

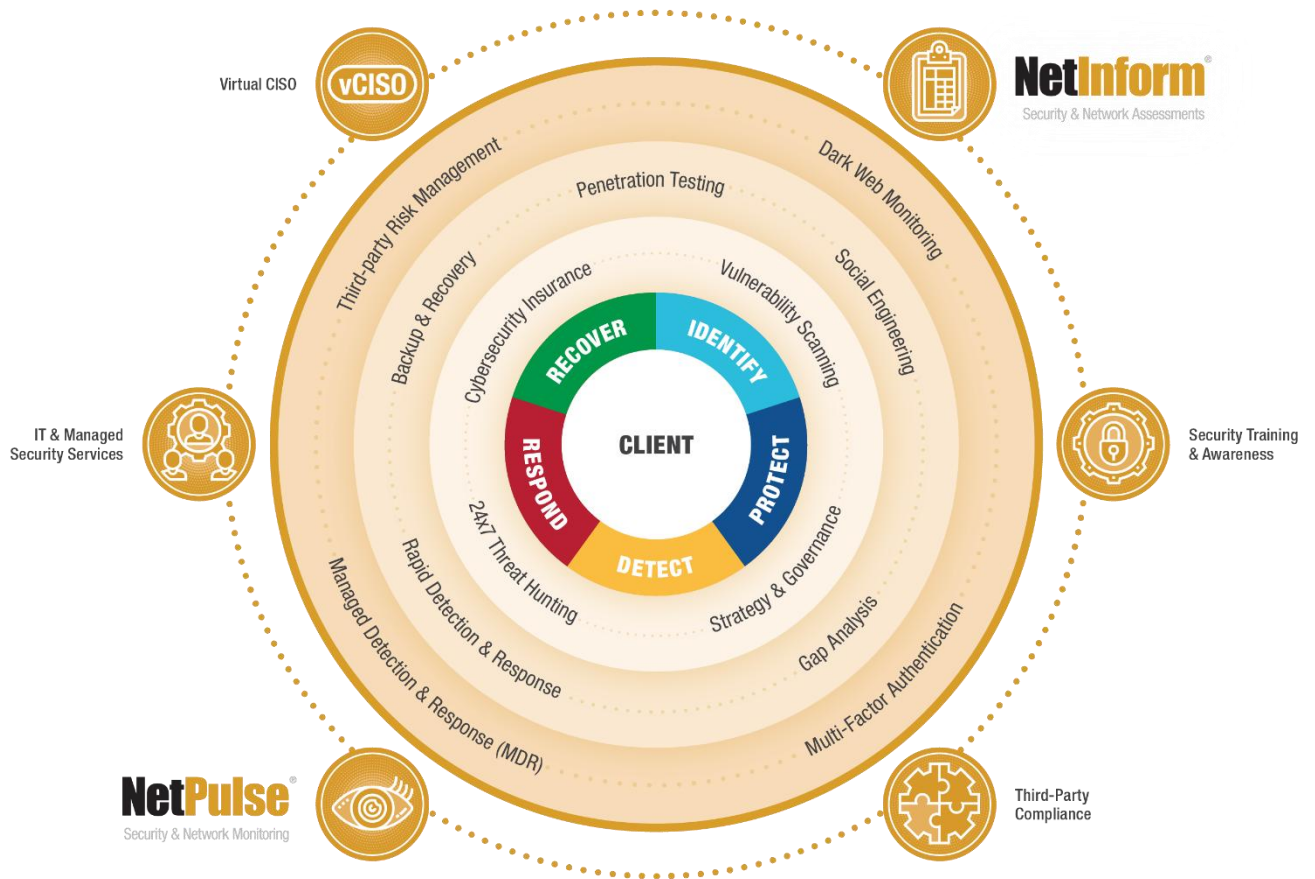
15%

average project cost savings for our clients—sometimes more

Corporate Headquarters:
690 Gray's Woods Blvd.
Port Matilda, PA 16870
Phone: 888-862-7911

SecureHalo™

Mission Critical Partners believes that an all-encompassing and proactive approach is the ideal way to understand risk, make strategic investments, and maintain continuity. We look beyond traditional technical controls to understand the often-overlooked organizational and user complexities. That's why we examine holistic vulnerability across six critical domains. Additional information on our network and IT support services is provided in Appendix A.




Our Commitment to Our Clients

Partnering with a firm that brings an independent, objective perspective to every engagement is a top priority of our clients. We stand behind our commitment to always put the fundamental interests of our clients first.

From our inception, vendor-neutrality is a value that underpins every aspect of what we do. Our goal is to determine the most favorable solution for our clients based on their unique requirements, budget, governance structure, operations, and existing technologies. We provide a holistic perspective regarding the entire mission-critical communications ecosystem, free of bias or favoritism to any specific product or service provider. Our recommendations are always based solely on the value and the benefit provided to the client.

For clients, this approach means more control and greater visibility into the systems they ultimately are responsible for operating and maintaining, and—more importantly—a successful project that improves outcomes.


Board of Directors



R. Kevin Murray



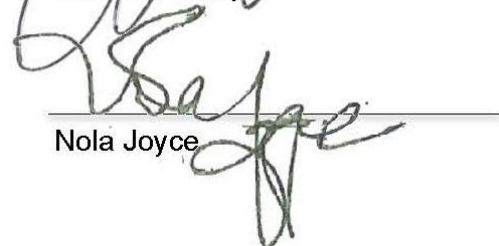
Robert Chefitz



Bernard Bailey



Darrin J. Reilly



Nola Joyce

Statement of Services

Project Understanding

The La Vergne Police Department (LPD) maintains an extensive 911 dispatch network supporting the delivery of emergency calls for service across multiple agencies. The LPD seeks assurance that all appropriate actions are being taken to avoid disruption to public safety answering point (PSAP) operations due to network failure, either through cyberattacks or hardware and circuit failure. Mission Critical Partners® (MCP) brand promise is “to always strive to understand your environment, issues, and objectives—because the mission matters.”

The LPD operates in an environment where cybersecurity threats, regulatory requirements, and operational risks continue to evolve. To safeguard critical operations and ensure compliance with frameworks such as Criminal Justice Information System (CJIS), National Institute of Standards and Technology Cybersecurity Framework (NIST CSF), and National Emergency Number Association (NENA), a structured Governance, Risk, and Compliance (GRC) program is essential.

MCP understands that each agency has a unique risk appetite, compliance landscape, and operational profile. Our role is to partner with you to assess your current posture, close compliance gaps, strengthen policies and procedures, and establish a unified approach that reduces risk and enhances resilience. By integrating compliance, risk management, and cybersecurity services, we aim to provide leadership with clear visibility into your organization’s risk profile while enabling efficient, repeatable processes that support both immediate and long-term objectives.

Scope of Work

Mission Critical Partners recognizes that many organizations face unique challenges when it comes to GRC. Limited resources, competing priorities, and growing regulatory expectations can often leave teams feeling overwhelmed. Our approach is designed to simplify the process and deliver immediate value without overloading staff or creating unnecessary complexity.

Through a phased and structured methodology, MCP provides clear, manageable steps to strengthen your cybersecurity and compliance posture. Each phase builds logically on the last—starting with deploying the right tools, moving into assessments and policy development, preparing for incidents, and finally, establishing sustainable routines for ongoing support.

The scope of work is intentionally scalable and flexible. Starting with implementing a recurring vulnerability scanning of the public safety systems, with a prioritized vulnerability dashboard and tracking to manage risk identified in the scans. In subsequent phases, the LPD can continue to strengthen its security and risk management with a Governance, Risk and Compliance management platform supporting key policies such as the NIST standard and CJIS standard. Clients can begin with a single service or progress through all phases, depending on their needs and resources. MCP’s goal is to act as an extension of your team, providing the expertise, structure, and support required to reduce risk, meet compliance requirements, and create a stronger security culture over time.

MCP will set up a GRC platform to centralize policies, risks, and evidence. This provides a single source of truth for compliance activities, thereby reducing manual effort and improving audit readiness.

Cybersecurity Assessment

The purpose of this phase is to evaluate the PSAP’s current cybersecurity posture and identify risks that could impact the confidentiality, integrity, or availability of 911 systems and data. This phase provides a structured review of both organizational cybersecurity practices and technical system vulnerabilities that may expose the

PSAP to cyber incidents. The assessment combines a control-based review aligned to the Cybersecurity and Infrastructure Security Agency (CISA) Cybersecurity Performance Goals (CPGs) 2.0 with a technical vulnerability assessment of internal and external systems. The results will provide the PSAP with a clear understanding of current cybersecurity risks and a prioritized set of actions to strengthen operational resilience.

Phase 1

MCP will perform the following tasks to support the City's Public Safety network initiative:

- **MCP will assess**—the existing legacy network design and equipment, interview the IT staff and public safety leadership to confirm requirements for a new IT segmented Public Safety network. A detailed proposed network diagram and equipment specification will be developed and reviewed with the City stakeholders for approval.
- **MCP will support**—the city staff in documenting a quote requirement and request that the city issue it to approved vendors. MCP will support the City staff in evaluating the submitted quotes and validating the proposed equipment that will meet or exceed the specifications for the new network.
- **MCP will work**—with the Lavergne Police IT and leadership to document the implementation schedule and technical plan.
- **MCP will be onsite**—working with the Lavergne Police IT to deploy the equipment and configure, validating connectivity and service on the new network.
- **MCP will complete**—a one-time security review on the new network, including a vulnerability scan and configuration check of the firewalls and switches

The City will be responsible for preparing and transitioning end-user devices to the new network environment, including the following:

- The City will reimage and connect the existing workstations to the new network.
- The City will update mobile device configurations as needed to connect to the new network.

Deliverables:

Assessment summary of the current state of the legacy network design, infrastructure, and physical facility supporting IT equipment.

- Proposed network design and equipment specifications
- Specification for quote request for new equipment, provided to City staff
- Validation of vendor quotes
- Hardware deployment plan
- Onsite support for configuration and connection of new equipment
- Security report and prioritized risk register for the newly deployed network

Phase 2

MCP will complete an assessment of the Lavergne Policy Department / PSAP IT security posture and update as needed based on industry standard best practices and requirements, and to support a new segment public safety network. MCP's assessment will start from the previous existing policies and plans as inputs, as well as any prior security assessment reports for this assessment.

Deliverables:

- Assessment report and updated IT Security policy document
- Assessment and updated Incident Response Plan for Policy IT Network
- Assessment and recommendations for Security tools and services for security monitoring and controls.

Phase 3 (Optional)

MCP will provide ongoing network support for the Lavergne Police Department and PSAP, to include remote 7/24/365 monitoring of the network devices and infrastructure for performance, availability, and any errors or alerts. MCP to work with the Lavergne Police IT to assess any issues and steps needed to resolve.

Based on the security assessment, MCP will provide additional services and security tools, including Security Operations Center (SOC) services, as needed.

Project Team

MCP recognizes that as an independent solutions provider, our corporate capabilities depend directly on the qualifications and experience of our staff. A multifaceted project such as this requires different areas of expertise and knowledge—typically more than any one or two individuals can bring—because other areas of expertise often are needed at different stages. MCP has assembled one of the country's most experienced and knowledgeable teams.

Brian Melcer, ENP, Regional Director, Client Services – Eastern Region

Client Manager

Brian brings over three decades of public safety communications experience, including staffing analysis, program review, budgeting and operational analysis, consolidation of systems, statewide deployments as well as regionalization of shared resources. Brian served 13 years as director of the Lawrence County, Pennsylvania, Department of Public Safety, overseeing several transformational projects, such as overhauling the critical 911 systems—including a new facility, countywide radio and backhaul system, computer-aided dispatch (CAD), and call-handling systems. He has experience in developing operational policies and training, new hire recruitment, and quality assurance programs. Brian served as Lawrence County's delegate to the PA Region 13 County Terrorism Task Force, where he chaired the committees that regionally oversaw a 14-county ESInet and several shared public safety applications. He served as the president of the Pennsylvania Chapter of NENA in 2015 during a critical time culminating in Pennsylvania's current 911 legislation. Brian remains active in the fire service as a deputy chief in his local community and is an active fire instructor for the Pennsylvania State Fire Academy.

Amanda Rolader, PMP, Project Manager

Project Manager

Amanda is a skilled project manager with over two decades of experience in law enforcement and public safety, bringing a disciplined, results-driven approach to high-stakes projects. With a strong background in managing cross-functional teams, Amanda excels at delivering projects on time, within scope, and under budget. She is proficient in project management methodologies, including Agile and Waterfall, and leverages tools like MS Project and JIRA to streamline workflows and optimize productivity. Amanda's expertise spans federal, state, and local government projects, where she has successfully managed compliance, procurement, and reporting requirements, especially within public safety systems. Her exceptional communication skills foster transparency and effective collaboration with stakeholders at all levels, ensuring strong working relationships and alignment with project goals.

Jason Franks, Cybersecurity Analyst

Cyber Security Engineer

Jason is an accomplished cybersecurity and IT expert renowned for delivering exceptional technical performance through deep knowledge and dynamic team leadership. He brings three decades of extensive experience in IT and cybersecurity, the majority of which have been spent guiding mission-critical agencies, including the U.S. Department of Defense (DOD) and various public safety and law enforcement agencies. Consistently exhibiting unparalleled prowess in crafting, implementing, and sustaining comprehensive cybersecurity infrastructures, Jason is a problem solver, adept at seamlessly mitigating security hazards and rectifying performance bottlenecks by utilizing razor-sharp analytical acumen and superior communication skills.

Paul Markel, IT Network Specialist – CAD

Network Technician

Paul is an experienced IT professional with the technical skills required to address clients' needs. For nearly two decades, he has furthered the service goals of public safety customers' CAD systems, records management

systems (RMS), and jail management systems (JMS) by using his expertise in networking, systems, software deployment automation, software and integration lab testing, diagnostics, and repair. Paul's recent background includes being a mentor and SME escalation point for multiple technical teams and instructing client resources on methods for maximizing computer uptime.

Jeff Gooch, Senior Manager of Technical Solutions & Network Operations

Network Technician

Jeff brings more than two decades of experience at the intersection of public safety and technology. His journey began as a volunteer firefighter with the Cranberry Township VFC, followed by a turn at STAT Medevac, where he served as a Communications Specialist before transitioning into a full-time IT role. His technology career continued to evolve as he took on the position of IT Administrator for Cranberry Township, leading the development of critical public safety tech solutions. Jeff later became the Community Risk Reduction Coordinator for Cranberry's Fire and Emergency Services, where he led transformative projects and elevated the department's technology capabilities. Most recently, Jeff served as the Co-Founder and Chief Technology Officer of Innovative Public Safety, a company dedicated to providing tailored technology and IT services to small and mid-sized public safety and critical infrastructure clients.

Steve Badgio, Vice President & Director of Co-Managed Information Technology

Program Service Delivery

Steve is an experienced project manager with national and international project experience in IT Managed Services (MSP), cybersecurity assessments, software implementations, contract management, and business analysis. He is a highly accomplished professional with national and international project management experience, and adept at managing cybersecurity and information technology projects. Steve uses his combined knowledge of business and telecommunications to drive projects to completion while building relationships and contributing to project success. He is well-versed in software implementation, contract management, software conversions, customer relationship management (CRM) implementation, business analysis, billing operations, and wireless service billing/mediation.

Kevin Bresnahan, President of Lifecycle Management Services

Customer Advocacy and Quality Assurance

Kevin is President of MCP's Lifecycle Management Services division. He brings over three decades of experience in engineering, operations, global technical support, implementations, project management, and product support. He will provide the customer advocacy and quality assurance (QA) overview, review of all deliverables, and additional project management support to the project and client managers. Kevin has demonstrated leadership, business analysis, and consulting to deliver strategic product and technology solutions. He possesses a diverse background in managing a complex organization with strategically critical responsibilities spread over numerous projects and has successfully launched new software and hardware products from concept to delivery.

Resumes

Detailed resumes highlighting the qualifications and experience of the proposed project team are included in Appendix B.

Pricing

La Vergne Police Department agrees to purchase services as outlined in the above scope of work for a **not to exceed fee of \$54,514.00**. The fee is inclusive of labor and expenses.

Services will be provided by Mission Critical Partners under the labor rates associated with Contract #78221 with the State of Tennessee, Department of Commerce and Insurance.

At the close of each month, MCP shall submit a properly executed invoice showing services rendered for that month. Each statement shall include labor hours and expenses for authorized activities based on the approved scope of work. Invoices shall be reviewed and paid within 30 days of receipt.

La Vergne Police Department reserves the right to add additional services that would be performed based on the then-current fee schedule. Prior to initiating any such additional work, MCP would require a formal letter of authorization from the La Vergne Police Department.

We stand ready to assist the La Vergne Police Department by offering these unique services that complement the day-to-day duties of your staff.

Table 1: Project Invoicing and Milestone Schedule

Description of Service	One time
Phase 1	\$31,959.00
Phase 2	\$22,555.00
Total	\$54,514.00

Table 2: State of Tennessee Contract #78221
Labor Rate Table

Category	Hourly Rate
Executive Consulting and Support Services	\$50
Project Manager Consulting and Support Services	\$199.99
Senior Technical Consulting and Support Services	\$188.81
Junior Technical Consulting and Support Services	\$138.34
Administrative Support Services	\$60

Assumptions

1. The pricing in this proposal is good for 180 days from the date on the cover page.
2. The City IT will provide SNMP credentials and access to scan the public safety network subnets.
3. The City will provide access to subject matter experts who can answer questions regarding the current environment and IT operations related to the public safety systems.

4. No changes are required for 911 phone system hosted by the City.
5. CAD implementation and changes are out of scope for this project.
6. The City IT will implement any changes needed to the City network, in coordination with this Police Department project.
7. The Policy Department staff will reimage workstations as part of this project.
8. Optional services are excluded from pricing and will be provided upon request.

Signature Page

Mission Critical Partners is prepared to execute this scope of work upon notification from La Vergne Police Department as evidenced by authorization to proceed via signature below or receipt of a purchase order. MCP will schedule our support implementation promptly upon notification.

Agreed to and Accepted

La Vergne Police Department, Tennessee

Mission Critical Partners, LLC

Name:

Title:

Date: _____



Name: Kevin P. Bresnahan

Title: President, Lifecycle Management Services Division

Date: April 9, 2026

Service Offerings

MCP specializes in transforming mission-critical networks and operations into integrated ecosystems that improve outcomes in the public safety, courts and corrections, healthcare, transportation, and utility markets.

Consulting

Consultive & Advisory Solutions

Network and 911 Services

Specialties: Next Generation 911, Emergency Services IP Networks, text-to-911, call-handling equipment, cloud applications

- Assessments, procurement and implementation
- Program and project management
- Geographic information systems planning, design, implementation and administrative services

Operations and Facilities Services

Specialties: computer-aided dispatch, records management, mobile data systems, mission-critical facilities

- Facility planning and construction
- Consolidation and shared services
- Strategic and operations consulting
- Training and professional development
- Technology procurement and implementation
- Continuity of operations planning
- Recruiting and hiring support

Wireless Communications Services

Specialties: land mobile radio, broadband, microwave alert and warning systems, fire station alerting systems, FirstNet, bidirectional amplifiers

- Master planning
- Project management
- Technical and operational needs assessments and design
- System procurement and negotiations
- Implementation and construction management
- Testing and validation

Justice, Management, and Technology Services

Specialties: integrated justice, courts, case management, corrections, repositories, and biometric identification systems

- Assessments and data collection
- Strategic planning and governance support
- Business process transformation and systems architecture design
- Financial planning
- Information systems acquisition and procurement
- Implementation and change management support

Cybersecurity & IT

SecureHalo™

Family of Cybersecurity and IT Solutions

- IT and managed security solutions
- Third-party compliance
- Mission-Critical **NetInform**® security and network assessments
- Mission-Critical **NetPulse**® security and network monitoring
- Security training and awareness
- Virtual chief information security officer solutions

Data & Application Integration

DataHalo™

Family of Data Solutions

- **DataLink**™ interface solution: business process mapping and design
- **DataSphere**™ integration solution: planning, governance and architecture of data-sharing initiatives
- **DataScape**™ analytics solution: powered by machine learning and artificial intelligence
- Alternatives to traditional data migration
- Database management
- Software and application development

Network and IT Support Services



We help our clients increase the reliability of their network and IT environment long after implementation. Our holistic IT and network support solution helps our clients realize significant IT cost savings while remaining confident that their systems are running at peak performance, protected from unplanned network outages.

Clients partner with us so that they can focus on the strategic aspects of managing their public safety operations while we provide expanded continuity, capacity, and capability. We provide solutions that achieve our clients' goals, not their vendors, by applying a technology-independent approach.

With MCP's help maintaining their network environment, our clients have greater confidence that their IT infrastructure and related systems are running smoothly. Our objective is to help our clients derive a greater return from their maintenance investments while reducing their operating expenses. We provide a broad portfolio of assessment, monitoring, and support solutions that improve network reliability and provide agencies with a greater pulse on their IP network and IT enterprise.

IT Network and Support Solutions	Network Management and Monitoring Solutions	Cybersecurity Solutions	Additional Offerings
Mission-Critical NetInform® NetInform Discover discovery and reporting NetInform Assessment enterprise IT network	Mission-Critical NetPulse® NetPulse Essential 24x7 network management NetPulse Advanced 24x7 network monitoring	NetInform Secure security assessments NetPulse Secure security monitoring	On-request services IT help desk services Integrated vendor support services

These support solutions can provide a holistic, end-to-end view into an agency's entire network and supporting infrastructure, with support available for the following networks and applications:

- Computer-aided dispatch (CAD) systems
- Call-handling equipment (CHE)
- Record management systems (RMS)
- Microwave and fiber optic backhaul systems
- Emergency Services IP networks (ESInets)
- Telephony
- 911 and administrative networks
- Environmental site networks

Service Flexibility

Mission-Critical NetInform and NetPulse network support services are customizable to an agency's needs and budget. What remains consistent is our level of responsiveness. MCP is committed to delivering a high quality of service that exceeds service level expectations.

Ongoing Network Support (Optional)

Network support and management requirements are not a one-time need and occurrence and require continued support and management.

Since IP networks are constantly evolving, network support, management procedures, and documentation must be continually updated. This is typically performed by the client, one of the vendors who supplied and now maintains the network, or an independent third party. Today, very few public safety maintenance providers view a network holistically, outside of the network owner itself, who is being pushed into the manager's role for the entire IT and network environment.

Network Inventory Updates

The information provided as part of this proposal will enable the troubleshooting and critical upkeep of the network for a period of time. However, since network inventories become outdated quickly, keeping this information updated with accurate information is critical for the ongoing upkeep of a network. Once the setup for the initial network assessment baseline is complete, the task of providing ongoing updates to the inventory is easy, economical, and can be done as often as the client believes is necessary.

Ongoing Network Physical and Policy Audits

The network security assessment will identify external vulnerabilities, evaluate internal threats, and determine the extent to which internal users and external factors may represent an exploitable vulnerability to the security of your environment. Security protection requirements are constantly changing because of the aggressive nature of those trying to get into every network around the globe. Ongoing physical and policy audits of the network will enable the client to stay on top of potential threats and illustrate it is doing everything possible to reduce security issues.

24x7, Proactive Network Monitoring

Today's public safety IP networks consist of various solutions delivered and sometimes supported by different vendors. Monitoring the client's network holistically is critical so that issues can be quickly troubleshot to reduce problems that could impact network performance. If left unchecked, issues could result in network downtime or failure. Whether it is performed by the client or a reliable, independent third party, holistic network monitoring on a 24x7 basis will result in the discovery and correction of many issues prior to a network interruption.

In summary, keeping a constant eye on any public safety IP network for security and reliability is imperative to that network's overall health and continued success.

Appendix B: MCP Resumes

Resumes highlighting the qualifications and experience of the proposed project team are provided on the following pages.

Brian R. Melcer, ENP

Regional Director, Client Services – Eastern US, Mission Critical Partners

Brian, as the former Director of Public Safety (DPS) in Lawrence County, Pennsylvania, oversaw several transformational projects including the complete rewrite of the County's operational policies, training program, new hire recruitment program and quality assurance program. In his tenure at Lawrence County, he also served as the County's voting delegate to the Southwestern Pennsylvania Emergency Response Group (Region 13) Counter Terrorism Task Force, where he served as chair of the regional ESInet and WestCORE upgrade subcommittees. Brian served as President of PA NENA during Pennsylvania's rewrite of its 911 legislation and funding program. He has significant experience in program review, budgeting and operational analysis, consolidation of systems, statewide deployments as well as regionalization of shared resources. Brian is still active in the fire service as a Deputy Fire Chief in his community and is an active fire instructor with the Pennsylvania State Fire Academy.

Representative Experience

State/Regional Experience

- Pennsylvania Emergency Management Agency (PEMA)
 - NG911 planning, procurement and implementation
 - Rewrite NG911 legislation and funding program
- Pennsylvania counties of Allegheny, Armstrong, Beaver, Butler, Fayette, Greene, Indiana, Lawrence, Mercer, Somerset, Westmoreland, Washington and Venango
 - Technical support for regional CAD and NG911 GIS system implementations
- Southwestern Pennsylvania Emergency Response Group (PA Region 13)
 - ESInet expansion and lifecycle management, enterprise client manager
 - Regional NG911 GIS readiness
 - Regionwide cybersecurity assessment, remediation and monitoring

City/County Experience

- Allegheny County, PA—911 technology and operational support of PSAP relocation
- Cuyahoga County, OH—Communications system assessment
- Hamilton, OH—Strategic planning
- Butler, Cambria, Lawrence, Mercer and Washington counties, PA—Radio communications project for new P25 radio system
- Kane, Lake, St. Clair and Winnebago counties, IL—Consolidation implementation and migration plans
- Richmond, VA—Emergency Management Agency assessment
- Washington, DC—Office of Unified Communications technology and facility programming

Additional Experience

- Lawrence County, PA—Former Director of Public Safety
 - Oversaw vision, design and implementation of a multimillion-dollar capital program for the DPS (9-1-1 and EOC) facility and a countywide P25 VHF Phase II radio system including green field tower site construction
 - Reorganized and consolidated emergency management and 911 functions
- Southwestern Pennsylvania Emergency Response Group (PA Region 13)
 - Led 13-county regional Vesta CPE solution, serving as WestCORE Committee chair from inception to implementation phase
 - Supported procurement of a regional CAD solution with multiple counties
 - Implemented county fire academy



Industry Experience

34 years

Education

B.S., Human Resources,
Geneva College, PA

Certifications

Emergency Number
Professional (ENP)

Advanced Emergency
Management
Coordinator, FF-I, FF-II,
Fire Instructor I,
Hazardous Materials
Awareness/Operations,
Vehicle Rescue
Technician, Hazardous
Materials Technician

Associations

National Emergency
Number Association
(NENA) PA Past
President

Association of Public-
Safety Communications
Officials (APCO)

International Association
of Fire Chiefs (IAFC)–
Volunteer & Combination
Officers Section (VCOS)

Pennsylvania Keystone
Chapter Fire Service
Instructors

Amanda Rolader, PMP

Project Manager, Mission Critical Partners

Amanda is an accomplished project manager with a strong background in managing cross-functional teams. She possesses excellent problem-solving, leadership, and communication skills. Her extensive public safety experience—spanning law enforcement, emergency management, corrections, victim services, and the judicial system—gives her a disciplined approach to managing resources and timelines, making her an asset in high-stakes environments. Amanda’s ability to communicate effectively with stakeholders at all levels fosters transparency and strong working relationships.

Representative Experience

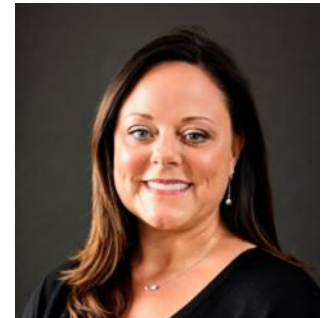
State/Regional Experience

- Project Management—MCP
 - Led cross-functional teams to deliver projects on time and within budget
 - Managed project scope, timelines, and resources to ensure successful execution
 - Collaborated with stakeholders to define project requirements and deliverables
 - Monitored key performance indicators (KPIs) and other metrics to track project progress and success
 - Delivered stakeholder presentations and project status updates
 - Ensured compliance with industry regulations and standards
 - Implemented a solution to collect call-handling equipment data from pilot PSAPs, integrating it into a repository for regional-level aggregation and analysis
- Missouri Department of Public Safety
 - Led the statewide development and implementation of an automated victim notification system
 - Supported MoDEX, a statewide data exchange initiative
- Iowa Integrated Justice
 - Served as Project Manager, assisting with program management, stakeholder engagement, consulting, and SME
- Chief of Staff—Fulton County Sheriff’s Office
 - Coordinated with the Chief of Administration to align the Sheriff’s Office operations with state and local objectives.
- Deputy Chief—City of Atlanta Department of Corrections
 - Managed department operations in coordination with state policies and local government administration
 - Oversaw emergency preparedness efforts for natural disasters and other events, ensuring alignment with state guidelines

City/County Experience

Ensured compliance with industry regulations and standards

- Frederick County, MD—Led enhancements of integrated applications
- Rutherford County, TN—Co-managed IT onboarding and support
- Kent Co & Grand Rapids, MI 911/Dispatch Services—Served as Project Manager for a cybersecurity assessment
- Knox County, TN— Served as Project Manager for a cybersecurity assessment
- Lubbock Emergency Communications District— Served as Project Manager for a cybersecurity assessment



Industry Experience

23 years

Education

M.Ed., Troy University, Alabama

B.S., Social Science, Mercer University, Georgia

Certifications

PBLE Law Enforcement O122427

Project Management Professional (PMP)

Associations

Project Management Institute

Jason Franks

Cybersecurity Analyst, Mission Critical Partners

Jason is an accomplished cybersecurity and IT expert renowned for delivering exceptional technical performance through deep knowledge and dynamic team leadership. He brings decades of extensive experience in IT and cybersecurity, the majority of which have been spent guiding mission-critical agencies, including the DOD and various public safety and law enforcement agencies. Consistently exhibiting unparalleled prowess in crafting, implementing, and sustaining comprehensive cybersecurity infrastructures, Jason is a problem solver, adept at seamlessly mitigating security hazards and rectifying performance bottlenecks by utilizing razor-sharp analytical acumen and superior communication skills.

Representative Experience

State/Regional Experience

- Tennessee Emergency Communications Board (TECB)—Cybersecurity SME for statewide assessments at 911 centers
- Knox County Emergency Communications District, TN (Knox 911)—SME on Mission-Critical NetPulse® Essential/Secure monitoring services
- Brazos County Council of Governments (COG), Central Texas COG, and Heart of Texas COG, TX (working together as TriCOG)—SME on development of information security policies and procedures as well as incident response plans
- Florida Department of Managed Services (DMS)—Preparation and execution of cybersecurity training
- Tri-Com Central Dispatch, IL—SME performing a National Institute of Standards and Technology (NIST) Cybersecurity Framework assessment

City/County Experience

- Will County, IL—SME performing an assessment to ensure compliance with the FBI's Criminal Justice Information Services (CJIS) Security Policy
- Jefferson County, TN—SME providing cybersecurity analysis and hands-on post-assessment remediation efforts
- Washington County, TN—Technical lead on NetPulse Essential/Secure monitoring
- Caroline County, MD—Technical lead on NetPulse Essential/Secure monitoring
- Kent County, MD—Technical lead on NetPulse Essential/Secure monitoring
- Baltimore County, MD—SME providing cybersecurity analysis on assessment and guidance on NIST standards
- Lower Rio Grande Valley Development Council, TX—SME providing cybersecurity analysis on assessment and technical access control policies

Additional Experience

- United States Navy—Information Systems Security Officer/Manager
 - Management of the security posture and provision of security requirements analysis, system security design, security architecture generation, policy development, test plans/procedures, and security verification/validation for the MK 48 and MK 54 torpedo programs
- United States Army—Information Systems Security Officer/Manager
 - Technical analysis/guidance to ensure NIST compliance for the Command Post of the Future (CPOF) program for all aspects, including systems development
- United States Air Force—Information Systems Security Engineer
 - Technical analysis, guidance, and policy development ensuring NIST compliance for the Transportation Visualizer (TransViz) programs



Industry Experience

31 years

Education

B.S., Information Technology/Software Engineering, University of Phoenix

Certifications

Certified Information Security Manager (CISM), ISACA

Certified in Risk and Information Systems Control (CRISC), ISACA
Associate Certified Chief Information Security Officer (C|CISO), EC-Council

Security+, CompTIA

Risk Management Framework (RMF) for Department of Defense (DOD) IT, BAI
Information Security
CJIS Privileged User

Associations

IJIS Institute
Cybersecurity Task Force
Information Systems Audit and Control Association (ISACA)
NENA's Systems Security and Resilience Committee.

Paul Markel

IT Network Specialist – CAD, Mission Critical Partners

Paul is an experienced IT professional with the technical skills to address clients' needs. For 18 years, he has furthered the service goals of public safety customers' CAD systems, records management systems (RMSs) and jail management systems (JMSs), by using his expertise in networking, systems, software deployment automation, software and integration lab testing, diagnostics and repair. Paul's recent background includes being a mentor and SME escalation point for multiple technical teams and instructing client resources on methods for maximizing computer uptime. Core competencies include:

- Windows Server
- Microsoft SQL Installation and Performance
- MCP in Exchange 5.0
- Windows NT 4.0 Microsoft Certified System Engineer (MCSE)
- Microsoft Certified Professional (MCP) in Transmission Control Protocol (TCP/IP)

Representative Experience

State/County Experience

- Orange County Sheriff's Office, FL—Provided go-live support and CAD cutover support
- Saratoga County 911 Communications Center, NY—Supported go-live and CAD/networking cutover
- Orange County Fire Rescue, FL—Provided go-live support and CAD cutover support

Additional Experience

- Technical Services Engineer IV—Planned and conducted work requiring judgment in the evaluation, selection and adaptation or modification of standard techniques, procedures and criteria, including:
 - Software deployment automation
 - System planning/implementation
 - Technical training/documentation
 - Software and integration lab testing
 - Disaster recovery solutions
 - Performance system reviews
- Installation Services Engineer—Performed on-site installation and training to ensure that the product or system is up and running optimally and the client continues to get the best possible value from the equipment, system or application, including:
 - Software deployment automation
 - Dispatch system rollout and cutover
 - Virtual private network (VPN) installations and upgrades
 - Software and integration lab testing
 - Datacenter maintenance and upgrades
 - CAD interface implementation
- Senior Network Technician—Managed and monitored system performance and troubleshooted, resolved or escalated network issues; developed and trained new technicians; provided deployment, configuration and maintenance routines and developed tools to make the process more efficient; and designed and configured network solutions, including:
 - Cisco quality of service (QOS) and internet security
 - Expansion to include Application Service Provider (ASP) and hosting services
 - Planning, design and implementation of servers, local area networks (LANs) and wide area networks (WANs)



Industry Experience

32 years

Certifications

Unitrends Certified Administrator

Auvik Certified Professional

CJIS Level 4

Computing Technology Industry Association (CompTIA) Network+ Certified Professional

Certified Internet Web (CIW) Professional

CIW Associate

Citrix Certified Administrator Presentation Server 4.0

A+ Certified

Intel Routers and Switches Certified

Jeffrey L. Gooch

Senior Manager of Technical Solutions & Network Operations, Mission Critical Partners

Jeff brings years of experience at the intersection of public safety and technology. His journey began as a volunteer firefighter, where he developed a deep passion for serving the community. That commitment led him to work in critical care air transport, where he served as a Communications Specialist before transitioning into a full-time IT role. His technology career continued to evolve as he took on the position of IT Administrator for Cranberry Township, leading the development of critical public safety tech solutions.

After graduating from Point Park University, Jeff became the Community Risk Reduction Coordinator for Cranberry's Fire and Emergency Services, where he led transformative projects and elevated the department's technology capabilities.

Jeff also has experience in the private sector, serving in technology leadership and service delivery roles, including as Director of Network Services for a voice and data integrator, and as Co-Founder and Chief Technology Officer of a managed IT service provider focused on municipal government, public safety, and critical infrastructure clients.

Representative Experience

State/Regional Experience

- Pennsylvania Senate—Senate Resolution 6 Commission on Fire/EMS, Senate At-Large Appointee, Innovation Committee

City/County Experience

- Cranberry Township, Pennsylvania
 - Collaborated on special events and emergency operations planning for large community functions and emergency incidents
 - Served as the liaison to Butler County 911 and managed all technology-related projects and tasks for fire and emergency services
 - Implemented a fire records management system with mobile data terminals fully integrated with CAD and GIS
 - Provided mission-critical support of public safety applications and systems for police, fire, emergency medical services, and emergency management

Professional Experience

- Chief Technology Officer, Managed Services Provider
 - Assisted public safety agencies and critical infrastructure organizations with technology solutions
 - Provided evaluation, project design, implementation, and project management of information technology systems
 - Delivered managed technology services and mobile data solutions to agencies
- Director of Network Services, Voice and Data Integrator
 - Oversaw network and technology services
 - Provided IT support and system implementation
 - Supported existing voice PBX customers with networking setup and support
- Information Technology/Communications Specialist, Air Medical Services
 - Assisted with the implementation of upgraded CAD and flight-tracking software systems
 - Managed the migration of all email, user accounts, and files to new servers
 - Provided tier-two end-user support for all applications and systems



Industry Experience

21 years

Education

B.S., Public Administration, Point Park University, Pennsylvania

Certifications

Firefighter 2, Fire Officer 1, Fire Instructor 1, Fire Inspector 1

Ericsson Enterprise Wireless Certified Network Associate

CJIS Level 4

Associations

Life Member/Firefighter, Cranberry Township Volunteer Fire Company

Steven Badgio

Vice President & Director of Co-Managed Information Technology, Mission Critical Partners

Steve is an experienced project manager with national and international expertise in IT Managed Services (MSP), cybersecurity assessments, software implementations, contract management, and business analysis. A highly accomplished professional, he excels at managing cybersecurity and information technology projects, leveraging his deep knowledge of business, IT operations, and telecommunications to drive projects to completion. Steve is well-versed in software implementation, contract management, software conversions, customer relationship management (CRM) implementation, business analysis, IT operations, and software solution migrations.

Representative Experience

State/County Experience

- Tennessee Emergency Communications Board (TECB)—Provided field support for statewide 911 cybersecurity penetration testing
- Nebraska PSC—Conducted a statewide PSAP cybersecurity assessment
- Maryland 911—Delivered a 24-county program, including cyber assessments and incident response planning
- Southwestern Pennsylvania Emergency Response Group (PA Region 13)—Led regionwide cybersecurity assessments, remediation efforts, and monitoring
- Charles County, MD Water Department—Conducted a cybersecurity assessment and penetration testing
- Northern Middlesex, MA Regional Emergency Communications Center—Provided cybersecurity assessment and remediation services
- Will County, IL—Performed cyber penetration testing, vulnerability assessments, and a ransomware exercise
- Warren County, OH—Conducted network assessments and remediation for telecom and SCADA networks, including the implementation of a redundant fiber network

Director, Service Delivery/Program Director Experience

- Managed cybersecurity assessments of public safety networks and led subsequent strategic planning effort
- Oversaw the deployment of fiber networking infrastructure and services supporting public service applications and department
- Led the implementation of a CRM ordering platform for a North American cable operator, supporting more than 12,000 concurrent agents
- Served as the PMO lead for multiple billing system conversions, migrating between 800,000 and 3,000,000 active subscribers per project
- Acted as program owner for a tier-one North American service provider, ensuring project execution and operational excellence
- Led a professional services team of 30+ resources across North America, India, Europe, the Middle East, and Africa
- Led a software development program, overseeing a team of 15 developers supporting product development and custom development projects
- Directed recruiting, training, and management for business analysts, systems analysts, and project managers



Industry Experience

27 years

Certifications

CJIS Level 4

Kevin P. Bresnahan

President of Lifecycle Management Services, Mission Critical Partners

Kevin leads MCP's Lifecycle Management Services and ensures our clients' successful delivery of strategic products and technology solutions. He is a results-oriented leader with experience in engineering, operations, implementations and project management, as well as the management of product support teams for various organizations. Kevin possesses a diverse background in managing complex projects with strategically critical responsibilities. He has successfully launched new software and hardware products from concept to delivery. As an expert presenter, negotiator and businessperson, Kevin has built solid relationships with strategic partners and consensus across multiple organizational levels.

Representative Experience

State/Regional

- North Texas Tollway Authority (NTTA)—Project manager for the rollout of Mission-Critical NetPulse® Essential and Secure, along with backup services and solutions
- Southeastern Pennsylvania Regional Task Force—Automatic License Plate Recognition Program Management

City/County Experience

- Centre County, PA—Client services representative for IT managed services project
- Fulton County, GA—Program service manager for CAD remediation project
- Berks County, PA—Program service manager for Mission-Critical NetPulse service aggregation router sustainment project
- Charles County, MD—NetPulse Secure
- Venango County, PA—Regional CAD NetPulse Administration
- Greene County, PA—Region 13 ESInet Fiber Expansion
- Warren County, OH Communications Center—Mission-Critical NetInform® Secure Network Assessment
- Tri-Com Central Dispatch, IL—NetInform Secure Services

Additional Experience

- Vice President, Managed Services
 - Provided the leadership and coaching required to secure and deliver managed services for the customer base
 - Acted as a trusted advisor to customer executives and SMEs and participated in strategic and roadmap discussions regarding business transformation and technology, as well as telecom operations and management solutions
 - Led managed service delivery and customer support activities related to the managed services operation
 - Provided input into managed services agreements with potential customers and vendors
 - Led the creation of software, tools and methodology to ensure ongoing efficiency enhancements for the delivery of managed services operation
 - Set up and defined processes, procedures, service level agreements (SLAs), touchpoints and accountability boundaries for managed services
 - Led a team of 60 cross-functional, multicultural, geographically dispersed team members (U.S., India, Ukraine, Russia)



Industry Experience

37 years

Education

MBA, University of Colorado Graduate School

B.S., Computer Science, Salem State College, MA

Certifications

CJIS Level 4



ITEM REPORT

Board of Mayor and Aldermen

Date: April 30, 2026

Item #: 7.A.5.	BuyBoard Contract Purchase - Ballistic Vests for the Police Department.		
Department:	Police	Presented By:	Christopher Moews
Item Attachments:	1. GT Distributors Quote - Ballistic Vests		

Purpose:

The Board of Mayor and Aldermen has approved the use of the National Purchasing Cooperative, also known as BuyBoard for purchases. GT Distributors has the BuyBoard contract for complete ballistic vest kits for the Police Department.

Background:

The city will be using Contract #798-26 through BuyBoard, which is good through March 31, 2027. The Police Department will be purchasing these vest kits as needed for new employees and as replacements for existing employees.

Financial Summary:

Depending on options, the cost for each ballistic vest kit is \$1,807.42. Funds are in the budget for these purchases.

Staff Recommendation:

Staff recommends approval.



GT Distributors - Austin
 1124 New Meister Ln., Ste 100
 Pflugerville TX 78660
 (512) 451-8298 Ext. 0000

Quote	QTE0225598
Date	4/10/2026
Page:	1

Bill To:

La Vergne Police Dept (TN)
 Attn: Accounts Payable
 5093 Murfreesboro Road
 La Vergne TN 37086

Ship To:

La Vergne Police Dept (TN)
 5093 Murfreesboro Road
 Lavergne TN 37086

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	004469GA	JP		NET 15	0/0/0000	3,189,708
Quantity	Item Number	Description	UOM	Unit Price	Ext. Price	
12	SBA-SX02-II-M*	SX Level II, A7-Male Cut	EA	\$1,025.00	\$12,300.00	
1	SBA-SX02-II-F*	Safariland SX Level II Female	EA	\$1,025.00	\$1,025.00	
12	SBA-M2*	Safariland M2 Concealable Carrier	EA	\$122.00	\$1,464.00	
13	SBA-V1-SIDE-AWS*	NAVY V1 External Carrier, Side Opening, Advanced V	EA	\$335.00	\$4,355.00	
13	SBA-IMPAC-HT-5X8*	BLACK Safariland IMPAC-HT Plates 5x8	EA	\$121.00	\$1,573.00	
13	SBA-I-POL-SM*	SBA 2x5 ID Patch	EA	\$8.25	\$107.25	
13	SBA-I-POL-LG*	Black background, POLICE in Gold Large "POLICE" ID Patch, 8.5" X 3"	EA	\$8.25	\$107.25	
1	NOTES:	Black background, POLICE in Gold Notes: Quotation reflects BuyBoard Contract 798-26. Contract period 4/1/26-3/31/27. Email BuyBoard PO's to info@buyboard.com	EA	\$0.00	\$0.00	
39	HSG-41PT00BK	HSG Duty Pistol TACO U-MOUNT Black	EA	\$28.80	\$1,123.20	
13	HSG-41D000BK	HSG Duty Handcuff TACO U-MOUNT Black	EA	\$35.28	\$458.64	
13	HSG-12RP00BK	HSG Mini Radio Utility Pouch MOLLE Black	EA	\$25.20	\$327.60	
13	HSG-41MAC0BK	HSG Duty Multi-Access Comm TACO U-MOUN	EA	\$41.04	\$533.52	

**QUOTE IS GOOD FOR 30 DAYS. IN ORDER TO RECEIVE QUOTED PRICE
 PLEASE PRESENT A COPY OF QUOTE AT POINT OF SALE IN STORES OR
 REFERENCE QUOTE NUMBER ON PO OR REQUISITION**

Thank you for your business, Ryan Mowrer

Subtotal	\$23,374.46
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Total	\$23,374.46

Electronic Delivery

DAVID CURTIS
G T DISTRIBUTORS, INC.
1124 NEW MEISTER LANE, STE 100
PFLUGERVILLE, TX 78660

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award*; Proposal Invitation No. 798-26, Public Safety and Firehouse Supplies and Equipment

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of April 1, 2026, through March 31, 2027, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 798-26 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

A list of Cooperative members is available on the buyboard.com website. In addition, the BuyBoard Administrator's vendor relations staff is available to assist you in locating available BuyBoard informational resources and answering questions you may have as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, feel free to contact me at bids@buyboard.com.

Sincerely,



Kristin Gardner, Bid Analyst
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative



Electronic Delivery

DAVID CURTIS
G T DISTRIBUTORS, INC.
1124 NEW MEISTER LANE, STE 100
PFLUGERVILLE, TX 78660

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Award*; Proposal Invitation No. 798-26, Public Safety and Firehouse Supplies and Equipment

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of April 1, 2026, through March 31, 2027, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the National Purchasing Cooperative Vendor Award Agreement and General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 798-26 at www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

A list of National Cooperative members is available on the buyboard.com website. In addition, the BuyBoard Administrator's vendor relations staff is available to assist you in locating available BuyBoard informational resources and answering questions you may have as an awarded BuyBoard vendor.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, feel free to contact me at bids@buyboard.com.

Sincerely,

Kristin Gardner, Bid Analyst
Texas Association of School Boards, Inc.,
Administrator for the National Purchasing Cooperative

v.01.03.2025

P.O. Box 400, Austin, Texas 78767-0400
800.695.2919 • buyboard.com





PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name Public Safety and Firehouse Supplies and Equipment	Proposal Due Date/Opening Date and Time November 13, 2025, at 4:00 PM
Proposal Invitation Number 798-26	Location of Proposal Opening Texas Association of School Boards, Inc. BuyBoard Department 12007 Research Blvd. Austin, TX 78759
Contract Term April 1, 2026, through March 31, 2027, with two possible one-year renewals.	Anticipated Cooperative Board Meeting Date February 2026

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

G T DISTRIBUTORS, INC.

Name of Proposing Company

11/11/2025

Date

1124 NEW MEISTER LANE, STE 100

Street Address

Signature of Authorized Company Official

PFLUGERVILLE, TX. 78660

City, State, Zip

DAVID CURTIS

Printed Name of Authorized Company Official

512-451-8298

Telephone Number of Authorized Company Official

BIDS MANAGER

Position or Title of Authorized Company Official

800-480-5845

Fax Number of Authorized Company Official

74-2339528

Federal ID Number



ITEM REPORT

Board of Mayor and Aldermen

Date: April 30, 2026

Item #: 7.B.	Approve Agreement with Rutherford County Crimson Tide Youth Football and Cheerleading.		
Department:	Parks & Recreation	Presented By:	David McGowen
Item Attachments:	1. RCCT Football Use Agreement 2026 signed		

Purpose:

This is an annual User Agreement with Rutherford County Crimson Tide to operate the youth football league.

Background:

Attached is the user agreement between the City and Rutherford County Crimson Tide and Cheerleading. The term of this annual agreement shall be for one season, beginning on June 1, 2026, and continuing until November 22, 2026. The User will have the right to use the property during the term of this agreement.

Financial Summary:

The User agrees to pay the City a flat fee of \$2,000 to cover the costs of field maintenance. The fee is payable in two installments. The first payment of \$1,000 is due June 1, 2026. The second payment of \$1,000 is due November 23, 2026.

Staff Recommendation:

Staff recommends approval.

**USE AGREEMENT
BETWEEN
THE CITY OF LA VERGNE
AND**

Rutherford County Crimson Tide Youth Football & Cheerleading League

This Use Agreement made and entered into this 12th day of APRIL, 2026, by and between the City of La Vergne, Tennessee, hereafter referred to as "City," and Rutherford County Crimson Tide Youth Football and Cheerleading, hereafter referred to as "User".

In consideration of the mutual promise and agreements contained herein, the City and User agree as follows:

1. Purpose.

- a. The City agrees to allow User to use City park property as designated in Exhibit A (hereinafter, "Property"), attached hereto, for the sole purpose of conducting the youth football / cheerleading league. User agrees to comply with the terms of this Use Agreement, the rules and regulations of the La Vergne Parks and Recreation Department ("Department"), and applicable city, state and federal laws and regulations
- b. User may provide for the sale of items at the concession stand during and immediately before and after football games. User shall comply with all Health Department Regulations and any existing agreements made by City for exclusive sale of certain products, and any and all other applicable laws, rules and regulations.

2. Term.

The term of this Use Agreement shall be from June 1, 2026, and continuing until November 22, 2026. The User shall have a non-exclusive right to use the property during the term of this Use Agreement, but only on the dates and at the times scheduled by the City as set forth in Exhibit B. The City reserves the right to schedule other activities at the Property on dates not in use by the User. User may not schedule any activity (practice or game) for the Property for a date or time other than as specified on Exhibit B, except as specifically approved by the Director of Parks and Recreation or the Director's designee.

3. City's Obligations.

- a. The City shall maintain the football field for the normal schedule on Exhibit B.
- b. The City shall maintain existing restroom facilities and concession stand. This includes building repairs and maintenance for the restrooms, interior and exterior walls, doors, and plumbing and electrical systems. This includes paper products and cleanup for the restrooms once per day. Additional cleanup and paper products shall be provided by the User.
- c. The City shall maintain the parking areas.
- d. The City shall be responsible for providing trash liners for trash receptacles and for the disposal of trash and litter from such receptacles once daily. Additional trash must be placed on designated trash trailer on site.

- e. The City shall determine whether weather conditions (rain, sleet, snow, wind, or severe storms) have made the fields unusable prior to 3:30 p.m. on scheduled game days, Monday through Friday, and shall make reasonable efforts to notify the official(s) designated by the User. User shall be bound by City's determination of usability. Also, either party shall have authority to cancel any and all activities due to severe weather (lightning, tornado, etc.) or act of God. The City's decision to cancel any and all activities due to severe weather or act of God shall be final. If the User cancels any activity due to severe weather or act of God, User shall make reasonable efforts to notify the Department as soon as possible.
- f. City shall require that the User provide the City with the dates and times that the league will use the fields as set forth in Exhibit B no later than two weeks prior to the first scheduled game.
- g. The City shall provide a staff member to coordinate with the organization relative to league activities.
- h. The City shall pay for utility services (water, electricity) at the Property.

4. User's Obligations.

- a. The User shall provide any additional maintenance of the football field required beyond the normal schedule but shall provide such maintenance only with the prior approval of the City.
- b. The User shall clean and secure all press box facilities, concession areas, offices, and adjacent areas on a daily/nightly basis on the dates specified on Exhibit B. The User shall maintain the concession stand in a clean, safe, and healthy condition in accordance with local and state health department standards and regulations. The User shall not sell any alcohol or tobacco products. The User shall not sell any beverage or item not approved, prior to sale, by the Department. Failure to keep the concession stand clean, safe, and healthy shall result in the loss of concession privileges.
- c. The User shall maintain and leave the facility grounds litter-free. User will pick-up trash and litter and place into receptacles. User may use signage, frequent announcements, and labor by User's members and supporters to maintain clean and orderly facility and grounds.
- d. The User shall provide any first aid supplies and/or medical assistance required during any game or activity including, but not limited to, preparing for exposure to blood-borne pathogens.
- e. The User shall determine if the playing fields and facility are safe before any usage. User shall immediately advise the City of any defective or unsafe conditions on the Property and shall not use any facility deemed unsafe until corrected.
- f. The User shall provide and pay referees during their playing season. The User shall also provide Scorekeepers during their playing season.
- g. The User shall not waste the utility services provided by the City. Under normal circumstances, User shall not turn the ballfield lights on until at least 30 minutes before sunset and shall make sure the ballfield lights are kept off for fields not in use for official practice or games. On an overcast day, the ballfield lights may be turned on if the Parks and Recreation Director or the Director's designee is notified and gives his/her approval.

- h. The User shall provide a daily schedule of authorized personnel for the supervision of all areas of the Property during regular season and postseason games.
- i. The User is responsible to notify all County and City agencies relating to the safe operation of the event.
- j. The User is responsible to provide enough staff to conduct the event in a safe and enjoyable manner, and will provide additional security if requested by the City.
- k. User must obtain written approval from the City before bringing in any outside vendor(s) such as clothing, food, photographers, sporting goods, etc., to the park, both inside and outside the gates. Vendors shall comply with all state and city laws and regulations.
- l. User shall provide a written description of field requirements at least two weeks prior to the start of each season. In addition, User shall provide a complete schedule of all games to be played.
- m. User, at its own expense, shall perform Tennessee Bureau of Investigations criminal background screenings on all employees, managers, head coaches, assistant coaches, and regular volunteers of User working with children in this program. User shall provide a letter to the City before practices, camps, or games begin confirming that background checks have been completed. This letter shall include a list of all background checks and whether the applicant passed or failed the background check. A copy of all background checks shall be attached for the City's records and for verification purposes. Failure to conduct background checks prior to any on-site activity (practice, games, etc.) and provide satisfactory proof thereof to the City may result in suspension or termination of this agreement.
- n. User shall pay a flat fee of \$2,000.00 to the City of La Vergne to cover the cost of field maintenance supplies. The fee is payable in two installments. The first payment of \$1,000.00 is due June 1, 2026. The second payment of \$1,000.00 is due on November 23, 2026.
- o. User will not practice on the football field as listed on Exhibit B. The User acknowledges that the football field usage is for scheduled games only.
- p. The User must provide the City with a list of vendors not already established by the property. All deliveries must be made on specific days and times agreed upon the User and the City.
- q. User shall, within sixty (60) days of a request issued by the City, provide a certified audit from the previous year which identifies and includes all revenues and expenses (entry fees, concessions, equipment, etc.). This certified audit must be completed by an auditing firm that is qualified to perform a financial and compliance audit in accordance with the requirements of the laws and/or requirements of the State of Tennessee.

5. User's Representations.

- a. User represents that it is a not-for-profit corporation under the Internal Revenue Code and shall provide City with proof of such status.

- b. User covenants that it shall not discriminate against any person on any unlawful basis, including but not limited to, sex, race, religion, national origin, or disability and that its programs and services shall comply with the Americans with Disabilities Act.
- c. User shall maintain a liability insurance policy with a minimum limit of \$1,000,000 per occurrence during the term of the Use Agreement, which insurance policy shall list the City as an additional insured. A certificate of insurance to this effect must be presented to the City at the time of signing this agreement.
- d. The User accepts the Property as suitable for the purpose of the Use Agreement. User shall protect and maintain the Property, except for maintenance to be performed by City as described herein. User shall pay City for any damage to Property during the term of the Use Agreement as determined by City based on preseason and postseason inspections.

6. Signage.

No signs or advertisements shall be posted, displayed or listed by User on the Property without the prior approval of City. All signs must conform with City's sign ordinance. Any signage must be removed at the request of City.

7. Sublease.

The User shall not sublease or subcontract the Property.

8. Structure.

The User shall not alter or modify any existing building or structure nor build or locate portable or new building(s) or structure(s) on the Property without prior written approval of the City and the approval of all appropriate City agencies.

9. Indemnification.

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

- a. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of User, its officers, employees, and/or agents, including its sub or independent contractors, in connection with the performance of the Agreement.
- b. Any claims, damages, costs and attorney fees arising from any failure of User, its officers, employees, and/or agents, including its sub or independent contractors, to observe applicable law, including, but not limited to, labor laws and minimum wage laws.
- c. User shall pay City any expenses incurred as a result of User's failure to fulfill any obligation in a professional and timely manner under the Agreement.

11. Termination of Use Agreement.

This Use Agreement may not be assigned or transferred. The City may terminate this Use Agreement at any time, with or without cause. Termination may result from User's failure to abide by the terms of this Use Agreement. In the event of a breach of the Use Agreement, the City may, but is not required to, give the User an opportunity to timely correct the default.

12 Amendment.

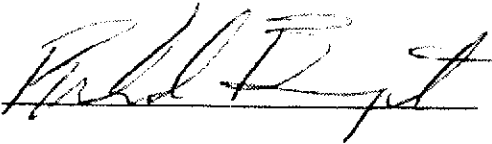
This Use Agreement constitutes the entire Agreement between the City and User. This Agreement may be modified by written amendment executed by all parties and their signatories hereto.

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

CITY OF LA VERGNE

**Rutherford County Crimson Tide Youth
Football & Cheerleading League**

By: _____

By:  _____

Title: Mayor

Title: Treasurer, RCCT

Date: _____

Date: 4/13/2026

APPROVED AS TO FORM:

City Attorney

EXHIBIT LIST FOR
LEAGUE USE AGREEMENT

- ✓ Exhibit A: Map or Designation of Property Reserved for the Event(s)
- ✓ Exhibit B: Dates and Times Scheduled by Parks and Recreation for Organization's Use of Property
- ✓ Exhibit C: User Certificate of Insurance (\$1,000,000 liability minimum)
- ✓ Exhibit D: Athletic League Background Check Policy

Exhibit A



Designation of Property Reserved for the Event(s)

**Veterans Memorial Park Football Field and Football Concession Stand
115 Floyd Mayfield Drive
La Vergne, TN 37086**

Exhibit B



Dates and Times Scheduled by Parks and Recreation for Organization's Use of Property

Regular Season Dates:

- June 1, 2026 – November 22, 2026

Regular Season Times:

- Monday, Tuesday, Wednesday, Thursday: 5:00 P.M. through 9:00 P.M.
- Saturday and Sunday: 8:00 A.M. through 8:00 P.M.
- No Practices and Games Scheduled on Fridays

Games and Practices will not be allowed on the following dates:

- Movies in the Park (TBD)
- Music in the Park (TBD)
- June 19, 2026 Juneteenth
- July 3 / 4, 2026 – Independence Day
- August 21, 2026 – Howl at the Moon 5 K
- September 11,12, and 13, 2026 – Fall Festival and Parade
- October 24, 2026 – Goblin and Goodies / Zombie Dance

Exhibit C

RD

User Certificate of Insurance (\$1,000,000 liability minimum)

(To be Attached by User)

RD

City of La Vergne Athletic League Background Check Policy

PURPOSE:

To define the process of criminal background checks for individuals wishing to participate in youth recreational leagues.

In order to provide the safest environment for the children of our community, the City of La Vergne will require a criminal background check annually for anyone wishing to serve in the following capacity: all employees, managers, head coaches, assistant coaches, and regular volunteers working with children.

DOCUMENT / FORM:

- Background Consent / Release Form

Each candidate is required to complete and sign a Background Consent and Release form authorizing the league to obtain criminal background information. It is the responsibility of the individual to complete and submit the necessary forms. Failure to submit these required forms will disqualify the candidate from further consideration as an employee, manager, head coach, assistant coach or regular volunteer working with the children.

DEFINITION OF OFFENSES:

1. Individuals will be disqualified if ever found guilty of the following crimes:
 - a. Any sex crimes against children
 - b. Any sexual offenses
2. Any candidate will be disqualified if ever found guilty of any of the following within the past seven (7) years:
 - a. Any felony crime
 - b. Any crime involving violence
 - c. Any drug related crime
 - d. Any crimes of moral turpitude
 - e. More than one (1) alcohol offense
 - f. Any misdemeanor that may indicate a lack of integrity and/or character of an applicant
3. Should any candidate be approved but later charged with any sexual crime against a child or any crime described in section 2 during the season, he/she will be immediately suspended until charges have been cleared or dropped.
4. Multiple offenses, regardless of the disposition, may be grounds for disqualification.

PROCEDURES:

1. Once the background report is available, the league shall notify the applicant if any disqualifying information was reported on the background check. A copy of the report will be provided to the prospective applicant.
2. Any information disclosed during the criminal background review process shall be kept strictly confidential. The league and its members are not responsible for errors or omissions that may be reported.
3. If an applicant feels information is in error, it is the responsibility of the applicant to contact the reporting agency to resolve any discrepant information.



ITEM REPORT

Board of Mayor and Aldermen

Date: April 30, 2026

Item #: 7.C.	Approve Amendment #3 to the Professional Services Agreement with Lambe + Associates, LLC for Subsurface Exploration and Geotechnical Engineering Services for Build-Out of Areas 'E' and Site Modifications for the Public Works and Community Development Services Facility.		
Department:	Engineering	Presented By:	Gary Lide
Item Attachments:	1. Amendment #3 to the Professional Services Agreement with Lambe + Associates, LLC		

Purpose:

The project will consist of work necessary to provide a geotechnical study for the pole barn and park areas of construction adjacent to the PW&CDS Building.

Background:

The City of La Vergne bidding build-out of the future expansion areas along with some exterior upgrades and improvements to the PW&CDS Building. In order to minimize construction cost risk, a new geotechnical study is needed for the areas of the proposed park and the additional parking area with the pole barn.

On September 1, 2021, the City of La Vergne entered into a Professional Services Agreement (PSA) with Lambe + Associates LLC for the design and construction oversight of the Public Works & Community Development Services (PW&CDS) Building for La Vergne. That building is operational.

On November 4, 2025, that contract was modified to add a programming phase for the overall building and site for the purpose of relocating the City Administrator, Finance, and Human Resources Departments to the Public Works and Community Development Services Facility.

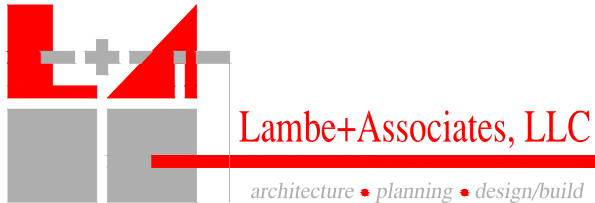
This amendment follows up Amendment #2 to add the geotechnical report.

Financial Summary:

Original Contract Amount:	\$768,570.00
Amendment #1:	\$26,500.00
Amendment #2	<u>\$291,425.00</u>
Present Contract Amount:	\$1,086,495.00
Proposed Amendment #3:	<u>\$9,900.00</u>
Modified Contract Total:	\$1,096,395.00

Staff Recommendation:

Staff recommends approval.



April 21, 2026

Gary Lide, P.E., Director of Engineering
City of La Vergne
Engineering Department
1500 E Nir Schreibman Boulevard
La Vergne, TN 37086

**RE: Geotechnical Scope for the Build-Out of Areas 'E' and Site Mods
Public Works and Community Development Services Facility, La Vergne, TN**

Dear Gary,

Thank you for the opportunity to continue our work with you and the City of La Vergne, Tennessee. As you are aware, a mutual agreement was reached among the City of La Vergne and the design team of Lambe + Associates, LLC (L+A) that additional geotechnical investigation is required specific to the site expansion areas related to the referenced project. To this end, L+A solicited proposals from two (2) local firms to perform this work; Terracon and ECS Southeast, LLC.

Based on a review of both proposals, our recommendation is that the ECS proposal be approved for the project at a cost of \$9,900 and be executed immediately in the interest of expediency related to the project timeline. We have attached a copy of the proposal for your review. For the sake of efficiency, L+A would contract directly with ECS for this work. Consequently, L+A respectfully requests that our current PSA with the City of La Vergne be amended to add **\$9,900** for these professional services.

Again, Lambe + Associates, LLC appreciates the opportunity to work with you and the City of La Vergne on this project. If you agree with the terms described, please sign in the appropriate place below and return the original to L+A for our files. Please feel free to contact me at 615.973.4290 should you have any questions regarding this proposal.

Sincerely,

Lambe + Associates, LLC

Timothy A. Lambe, AIA, NCARB
Principal

Agreed to as outlined above; Lambe + Associates, LLC authorized to proceed:

Signature: _____

Date: _____

Print Name: _____

Title: _____



ECS Southeast, LLC

Proposal for Subsurface Exploration and Geotechnical Engineering Services

City of LaVergne Public Works & Community Development Services Facility

1500 E Nir Shreibman Boulevard
LaVergne, Davidson County, Tennessee

ECS Proposal No. 26:15115

April 16, 2026





April 16, 2026

Mr. Tim Lambe, AIA
Lambe + Associates, LLC.
106 Mission Court
Suite 303
Franklin, Tennessee 37067

ECS Proposal No. 26:15115

Reference: Proposal for Subsurface Exploration and Geotechnical Engineering Services
City of LaVergne Public Works & Community Development Services Facility
1500 E Nir Shreibman Boulevard
LaVergne, Davidson County, Tennessee

Dear Mr. Lambe:

As requested, ECS Southeast, LLC (ECS) is pleased to provide the following lump sum proposal for subsurface exploration and geotechnical engineering services for the above referenced project. Our understanding of the project is based on our review of the provided project documents. This proposal outlines our understanding of the project, the proposed scope of services, activity schedule, fees, and authorization requirement.

PROJECT BACKGROUND INFORMATION

In preparing this proposal, we have reviewed the Request for Proposal and discussed the overall project with your firm. We have also reviewed the available geologic and geotechnical information in our files in vicinity of the site. The following is a summary of the sources of information used in preparing this proposal:

- Grading and Drainage Plan prepared by Lambe + Associates dated January 23, 2023.

Existing Site Conditions

The project site is located at 1500 E Nir Shreibman Boulevard in LaVergne, Davidson County, Tennessee. Existing conditions include a structure containing the City of LaVergne Fire and Rescue Administration Building with wooded property located east of the structure stretching south toward E Nir Shreibman Boulevard.

Project Description

We understand the proposed project will include an expansion to the existing Public Works Facility located to the east of the proposed site development including parking, drives, stormwater management facilities

and buildings. The proposed finished floor elevation of the planned structures was not known at the time that this proposal was prepared. Structural building and traffic loading conditions were not available. Based on our experience, we have assumed the structure will be single-story with loading conditions for the structure as follows:

- Maximum wall loads of 2 kips per linear foot
- Maximum column loads of approximately 50 kips

SCOPE OF SERVICES

Our integrated services will include drilling borings by drilling crews based on instructions provided by ECS. Our services will also include laboratory testing of representative soil samples, and engineering analyses presented in a site-specific engineering report.

Utility Clearance

Per state law, we will contact Tennessee 811 the public utility to locate underground utilities at the site. Typically, Tennessee 811 will not locate utilities beyond the point of distribution (meters or gauge points) on private property. The risk of hitting utilities that Tennessee 811 did not mark can be reduced by engaging a private utility locating service. The risks include hitting gas lines, electrical lines, fiber optic lines, and many other utility service lines. This can result in electrocution, gas leaks or explosions, loss of services to businesses as well as tremendous costs for lost business, interruption of service, and repair along with potential legal liability.

We **have not** included the cost of a private utility line locator in our “Base Services”. If private utilities are present that were not identified by the public system, we can provide a private utility line locator to reduce your liability for a lump sum fee of **\$1,400**. Please read the following section on private utility locator services and, if desired, indicate your request for their services on the attached Proposal Acceptance sheet.

Private utility locator services can aid in identifying utilities that incorporate significant iron content in the conduit materials. However, utilities without significant ferrous (iron) content are more difficult to detect. These include most sanitary sewer alignments, copper or PVC water lines, fiber optic lines without tracer ribbons, copper electric lines with no surface exposure, drainage tiles/pipes, irrigation lines, etc.

Using a private utility locator does not guarantee that all utilities will be identified. However, this service lowers the risk and potential liability of the client while also protecting the safety of our field exploration crews.

We will coordinate our exploration locations around marked utilities and utilities pointed out to us by the owner/client. However, we will not be responsible for any utilities not marked or not pointed out to us by the landowner or client.

Site Access

Based on our review of available aerial photographs, some of the requested test locations are within a wooded portion of the proposed development. Therefore, we anticipate that some light clearing will be required to provide drill rig access to the proposed soil test borings. Clearing will be provided by heavy equipment. The cost of clearing has been included in our fee. If site clearing is required and authorized, indicate your request for their services on the attached Proposal Acceptance sheet. Please note that

minimum 10-foot-wide cleared paths will result. We will attempt to limit disturbance, but felled trees and cleared underbrush should be anticipated in cleared paths.

Regarding site access, we have made the following assumptions:

- This proposal assumes that no special permits or work outside of normal working hours will be required.
- Landowner notification will be provided by the client. ECS will work with the project team in providing site access diagrams for the drill rig as needed, but actual coordination with landowners to obtain access permission will be provided by the client.
- Parking within the work areas will be blocked off prior to our arrival. ECS cannot be held responsible for damage to, nor the cleanliness of, vehicles not moved from the work area.
- Traffic control (signage, flaggers, arrow boards, etc.) is not required for drilling on or near existing streets or roadways.

Field Exploration

ECS proposes to perform the following in general accordance with the local standards and practices listed:

- a. Field locate the test locations by handheld GPS unit / taping and pacing from existing site features / available plans. Elevations will be interpolated from the plans provided.
- b. Obtain a public utility locate ticket for location of underground lines. See further information in the Utility Clearance section above.
- c. Mobilize an All-Terrain Vehicle (ATV) mounted drilling rig to the site.
- d. Perform soil test borings (ASTM 1586 Standard Sampling) at the approximate locations shown on the figure below.
- e. Measure the depth of groundwater within each exploration location at the time of drilling.

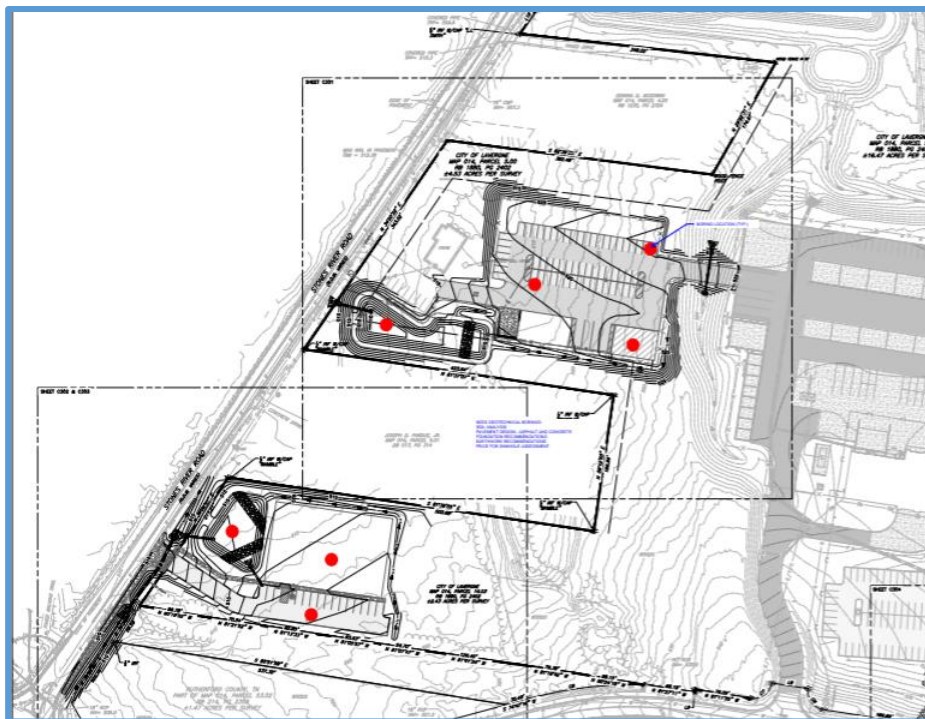


Figure 1: Proposed Boring Locations

PROPOSED STRUCTURE /SITE FEATURE	PROPOSED DRILLING	TOTAL LINEAR FEET OF DRILLING
Buildings	2 SPT* Borings @ 15 ft deep	30
Site Improvements	5 SPT* Borings @ 10 ft deep	50
	Total Drilling Footage	80

*Standard Penetration Test

The explorations will be extended to the depths listed above or to mechanical refusal (shallow rock or other impenetrable obstructions), whichever occurs first.

Site Departure Conditions

Upon completion of subsurface exploration, we will backfill each of the locations with the soil removed and mound the excess spoils back up over the test location. Some post drilling settlement of the boreholes should be expected and may require future maintenance to repair any settlement and prevent a tripping hazard. This maintenance is not included in our scope of services or fees. No other restoration will be provided. ECS will not be responsible for restoration of, but not limited to the following: grass, shrubs, trees, flower beds, or ruts caused by drilling operations. The client must communicate areas that must not be disturbed in advance of field operations.

Typically, we will not provide site repairs beyond what is outlined above unless specifically contracted. Alternatively, we will remove excess spoils from job sites and dispose of them in an approved manner for a negotiated fee.

Please note that some disturbance to off-pavement, gravel-covered, grass-covered areas, including the possible cutting of trees, or running over of brush and understory in wooded areas might occur. We will attempt to limit such disturbance; however, we have not budgeted for site repairs including filling of tire ruts, seeding of lawn areas, replacement of bushes or the planting of trees, etc. If necessary, additional site repairs can be provided at an additional cost.

If site clearing is required and authorized, please note that minimum 10-foot-wide cleared paths will be made. We will attempt to limit disturbance, but felled trees and cleared underbrush should be anticipated in cleared paths. Our cost estimate does not include any restoration of cleared areas, moving/chipping of felled trees, etc. If there are any areas where clearing is not to be performed (such as in Resource Protection Areas (RPA), wetlands, or other areas), those areas must be clearly marked on plans provided to us and should be delineated in the field with flagging prior to our mobilization to the site. ECS cannot be responsible for disturbance of sensitive or restricted areas not identified in this manner.

Laboratory Testing

Upon completion of field exploration operations, the samples will be returned to our laboratory for further identification, visual classification, and testing. Laboratory testing may include the following:

LABORATORY TEST	ESTIMATED QUANTITY
Natural Moisture Content	30
Gradation Analysis	3
Atterberg Limits	3

Engineering Report

Upon completion of the field exploration, laboratory testing, and engineering analyses, we will prepare a written engineering report that will include:

- a. A review of published soils mapping and/or geologic information.
- b. Observations from our site reconnaissance and personnel on the drill rig, including current site conditions, surface drainage features, and surface topographic conditions, and/or available satellite imagery.
- c. A description of the field exploration and laboratory tests performed.
- d. A site location diagram and a field exploration diagram.
- e. Final logs of the soil borings in accordance with industry standard practices for geotechnical engineering. Elevations will be interpolated from civil drawings or referenced from topographic information that you supply.
- f. The results of the laboratory tests will be plotted on the final exploration logs and/or included on separate test report pages.
- g. Discussion of the subsurface materials encountered along with groundwater conditions observed.
- h. Subsurface cross sections/profiles may be included that graphically represent the subsurface conditions.
- i. Recommendations for appropriate shallow foundation system and their allowable bearing pressures as well as estimates of predicted foundation settlement.
- j. Recommendations for slab-on-grade/structural floor slabs including recommendations for subgrade improvements and underslab subdrainage recommendations, as necessary.
- k. Evaluation of the on-site soil characteristics and a discussion of their reuse as engineered fill to support grade slabs and pavements. We will also include compaction recommendations and earthwork material guidelines.
- l. Recommended preliminary flexible pavement (asphalt) and rigid pavement (concrete) based on estimated CBR values and estimated traffic loading.
- m. Recommendations for seismic site classification in accordance with the International Building Code (IBC 2018).
- n. Recommendations for additional subsurface exploration, laboratory testing, and/or consultation that may be required to complete the geotechnical assessment and engineering recommendations.

OPTIONAL SERVICES

In addition to the scope of services described above, we can incorporate additional services to benefit your project greatly. We have provided a summary of each optional service below for your consideration. If you would like us to perform any of the optional services listed below, please indicate so in the space provided on the Proposal Acceptance page.

Seismic Site Classification Testing

The International Building Code (IBC 2018) governing building design requires the geotechnical engineer to render an opinion on the Seismic Site Class Definition. The Site Class can be assessed using conventional soil boring data; however, this approach often results in conservative Site Class definitions. A conservative or “soft soil profile” Site Class definition can add significant costs to some building’s structural and/or mechanical elements.

ECS utilizes geophysical testing equipment to evaluate the seismic shear wave velocities of the site soils and rock, if present, to a depth of up to 100 feet. The test is performed at the existing ground surface and

utilizes geophones laid out along predetermined lines. Using this testing method often yields a more representative and less conservative Site Class than using conventional soil boring data. We utilize the Refraction Microtremor (ReMi) method that can evaluate seismic shear velocities from the ground surface to a depth exceeding 100 feet. The data will be processed using SeisOpt® ReMi™ software to establish a one-dimensional average shear-wave (S-wave) structure, which will yield the Site Class. Given the soil types in the area and type and height of buildings, we believe that the ReMi testing will benefit the project.

Electrical Resistivity Imaging (ERI) Survey

An Electrical Resistivity Imaging (ERI) survey is a non-destructive evaluation method that can aid in the characterization of subsurface soil and rock conditions, provide information on karst features, and provide an indirect evaluation of the depth to bedrock across the site. ERI involves initiating an electric current in the ground and recording resulting voltage measurements at specified locations. The data collected is then processed to produce a profile of apparent resistivity values at various depths along a measurement line.

The ERI method relies on the concept that different materials, such as soil and rock, have varying electric resistivity values. In general, soils have a lower resistivity than bedrock due to their lower density and higher moisture content. Therefore, areas with high apparent resistivity values may indicate soil layers while areas with low apparent resistivity values may suggest the presence of rock or other dense materials.

In order to conduct an ERI survey, metal stakes are driven into the ground at regular intervals and locations, forming an electrode grid. A direct current (DC) source is connected to two electrodes (A and B or C1 and C2) while two additional electrodes are utilized to read amperage or voltage patterns (M and N). An electrical resistivity meter connected to the electrode cables collects readings simultaneously from multiple deployed electrodes allowing quick acquisition without reconfiguring connections manually between measurements.

The amount of resistance encountered by the electric current depends on various factors such as soil type, moisture content, and presence of any underground layers or structures. The recorded data can be interpreted using principles from Ohm's law combined with mathematical models such as finite element inversion techniques or tomographic inversion methods to estimate subsurface conductivity distributions that correspond to specific geological features. This information will be provided as a modeled resistivity profile which can then be correlated to soils, voids, fracture zones, rock surfaces, and other geologic features.

ECS will conduct the ERI survey utilizing a Terrameter LS-2 12-channel automatic switching resistivity meter. Probe spacing will be determined in the field but will be designed to provide the maximum coverage possible and a maximum investigative depth of approximately 55 feet. Upon completion, the stored data will be downloaded and analyzed utilizing RES2DINV, an electrical resistivity modeling program. Upon the completion of the survey, you will be provided with profiles showing the subsurface resistivity characteristics and our interpretation of the data like the one shown below.

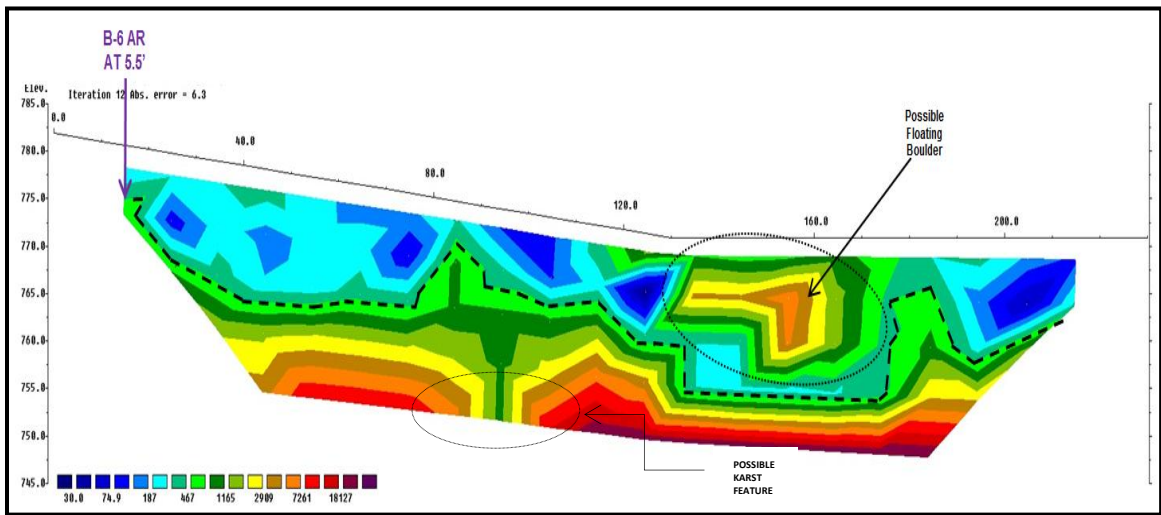


Figure 2: Example Imagery of ERI

Based on the limited information provided, we estimate that one (1) day will be required to complete the proposed ERI survey scope. Our survey will consist of up to four (4) lines of data totaling approximately 1,600 linear feet.

FEE

ECS will provide the services outlined in this proposal (“Base Services”) for a lump sum fee of **\$9,900**, plus any optional services authorized.

Our fee assumes that the site is accessible based upon our assumptions detailed in this proposal. If additional services are requested or required based on differing site conditions, we will contact you for verbal and written authorization to proceed with the additional services.

ECS will provide the proposed optional scope of services discussed previously for the following fees:

TASK DESCRIPTION	PROPOSED FEE	FEE TYPE
Seismic Site Classification	\$3,500	Lump Sum
ERI Survey	\$3,000	Lump Sum

SCHEDULE

Our ability to access the site and perform the field exploration may be impacted by precipitation, excessive temperatures, or other atmospheric conditions. Field exploration will be performed during normal business hours Monday through Friday. If work needs to be performed at night or on weekends, there will be an additional fee.

We have assumed that the client will assist in accessing the site (with the current site owners/occupants). We anticipate being able to mobilize to the site within approximately 10 to 15 days after receiving authorization to proceed, notification that on-site personnel if any has been made, and upon clearing utilities.

We anticipate that the drilling operations will require about 1 day, and that the laboratory testing will require about 7 days, followed by our engineering analyses. For time budget purposes, the entire scope should take about 4 to 5 weeks from initial authorization through final report submission. ECS understands that this report is due May 19, 2026. Verbal comments on findings can be provided within 5 days of completion of the borings, if requested.

CLOSING

Our "Terms and Conditions of Service," are an integral part of our proposal. If other services are required because of unexpected field conditions, or because of a request for additional services, they will be invoiced in accordance with our current Fee Schedule. Before modifying or expanding the extent of our exploration program, we will contact you for your review and authorization.

Our insurance carrier requires that we receive written authorization prior to initiation of work and a signed contract prior to the release of any work product. This letter is the agreement for our services. If notice to proceed is provided verbally, through email, or by other means, the Client is bound by the terms and conditions attached to this proposal.

Your acceptance of this proposal may be indicated by signing and returning a copy of this proposal to us. We are pleased to have this opportunity to offer our services and look forward to working with you on the project.

Respectfully submitted,

ECS SOUTHEAST, LLC



April Adams, E.I.
Project Manager
ASAdams@ecslimited.com



John D Godfrey Jr., P.E.
Senior Principal Engineer
jgodfrey@ecslimited.com

Enclosures: Proposal Acceptance Sheet
Terms and Conditions of Service

PROPOSAL ACCEPTANCE

Proposal No.: 26:15115
 Scope of Work: Subsurface Exploration and Geotechnical Engineering Services
 Project: City of LaVergne Public Works & Community Development Services Facility
 Location: 1500 E Nir Shreibman Boulevard, LaVergne, Davidson County, Tennessee
 Base Services: **\$ 9,900**

Client Signature: _____ Date: _____
 Printed Name: _____ Title: _____

Optional Services

Private Utility Locator (\$1,400):	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Seismic Site Classification (\$3,500):	<input type="checkbox"/> Yes	<input type="checkbox"/> No
ERI Survey (\$3,000):	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Please complete this page and return one copy of this proposal to ECS to indicate acceptance of this proposal and to initiate work on the above-referenced project. The Client’s signature above also indicates that he/she has read or has had the opportunity to read the accompanying Terms and Conditions of Service and agrees to be bound by such Terms and Conditions of Service.

BILLING INFORMATION

(please print or type)

Contact Person: _____
 Telephone No. of Contact Person: _____
 Email of Contact Person: _____
 Party Responsible for Payment: _____
 Company Name: _____
 Billing Address: _____
 Telephone Number: _____
 Accounts Payable Email Address: _____
 Client Project/Account Number: _____
 Special Conditions for Invoices: _____

ECS offers a full array of services to assist you with *all* phases of your project, including but not limited to:

- Phase I, II and III Environmental Site Assessments	- Third Party Mechanical, Electrical, Plumbing Inspections Services	- Building Envelope, Roofing, and Waterproofing Consultation
- Wetlands Delineations	- Construction Materials Testing and Special Inspections	- Specialty Materials and Forensics Testing
- Asbestos/Lead Paint Services	- LEED® Consulting Services	- Monitoring Services
- Indoor Air Quality/Mold Services	- Geo-Structural Design	- Pre- and Post-Construction Condition Assessments
- Natural Resources		
- Groundwater Remediation		



ECS Southeast, LLC TERMS AND CONDITIONS OF SERVICE

The professional services ("Services") to be provided by ECS Southeast, LLC ("ECS") pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing and shall form the Agreement between ECS and CLIENT.

1.0 INDEPENDENT CONSULTANT STATUS - ECS shall serve as an independent professional consultant to CLIENT for Services on the Project and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants

2.0 SCOPE OF SERVICES - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S agents, contractors and consultants ("Contractors"). CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guarantee of any nature whatsoever.

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable laws or regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 CLIENT DISCLOSURES

4.1 Where the Services requires ECS to penetrate a surface, CLIENT shall furnish and/or shall direct CLIENT'S or CLIENT'S Contractors to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees or fee schedule to reflect any additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 INFORMATION PROVIDED BY OTHERS - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT'S Contractors, including such information that becomes incorporated into ECS documents.

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readily apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. CLIENT agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' additional services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the site for the performance of Services. CLIENT hereby grants ECS and its agents, subcontractors and/or subconsultants ("Subconsultants"), the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS and its Subconsultants harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' Subconsultant's request for utility marking services made in accordance with local industry standards.

9.0 SAMPLES

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the first issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this Agreement to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

- 11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with its Project for which the Documents of Service are provided until the completion of the Project.
- 11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT and its Contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.
- 11.3 Without ECS' prior written consent, CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or its Subconsultants. CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or Damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.
- 11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 SAFETY

- 12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its Contractors from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.
- 12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, fall protection, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

- 13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.
- 13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.
- 13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any of CLIENT'S Contractors or any of their subcontractors.
- 13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete work being installed by CLIENT'S Contractors. If CLIENT elects to retain ECS on a part-time or on-call basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risk that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing in exchange for CLIENT'S receipt of an immediate cost savings. Unless the CLIENT can show that ECS' errors or omissions are contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part-time or on-call basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all Damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from work that was monitored or tested by ECS on a part-time or on-call basis.

14.0 CERTIFICATIONS - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

- 15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the professional fees section of the Proposal. Any estimate of professional fees stated shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.
- 15.2 CLIENT agrees that all professional fees and other unit rates may be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.
- 15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the scope of Services, professional fees, and time schedule.
- 15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this Agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the professional Fees. Invoices are due and payable upon receipt.
- 15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice date. CLIENT agrees to pay the undisputed amount of such invoice promptly.
- 15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.
- 15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT'S client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.
- 15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

- 16.1 CLIENT and CLIENT'S Contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to client-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT'S personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.
- 16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

17.0 INSURANCE - ECS represents that it and its subcontractors and subconsultants maintain workers compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 LIMITATION OF LIABILITY

- 18.1 CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.
- 18.1.1 If the proposed fees are \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.
- 18.1.2 If the proposed fees are in excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$50,000, or the total fee for the services rendered, whichever is greater.
- 18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.
- 18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this Agreement or the services provided as a result of the Proposal be limited to \$500,000.

19.0 INDEMNIFICATION

- 19.1 Subject to Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.)
- 19.2 To the fullest extent permitted by law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ("Damages") caused in whole or in part by the acts, errors, or omissions of the CLIENT or CLIENT's employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.
- 19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. **IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.**
- 19.4 **IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.**
- 19.5 **IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.**

20.0 CONSEQUENTIAL DAMAGES

- 20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.
- 20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

21.0 SOURCES OF RECOVERY

- 21.1 All claims for damages related to the Services provided under this Agreement shall be made against the ECS entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS.
- 21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.

22.0 THIRD PARTY CLAIMS EXCLUSION - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the Agreement. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.

23.0 DISPUTE RESOLUTION

- 23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen calendar (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.

- 23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.

- 23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.

24.0 CURING A BREACH

- 24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.

- 24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

25.0 TERMINATION

- 25.1 CLIENT or ECS may terminate this Agreement for breach, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.
- 25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.

26.0 TIME BAR TO LEGAL ACTION - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this Agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.

27.0 ASSIGNMENT - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.

28.0 SEVERABILITY - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.

29.0 SURVIVAL - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the Agreement.

30.0 TITLES; ENTIRE AGREEMENT

- 30.1 The titles used herein are for general reference only and are not part of the Terms.
- 30.2 These Terms together with the Proposal, including all exhibits, appendixes, and other documents appended to it, constitute the entire agreement between CLIENT and ECS ("Agreement"). CLIENT acknowledges that all prior understandings and negotiations are superseded by this Agreement.
- 30.3 CLIENT and ECS agree that subsequent modifications to the Agreement shall not be binding unless made in writing and signed by authorized representatives of both parties.
- 30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.
- 30.5 CLIENT'S execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT'S acceptance of this Proposal and these Terms and their agreement to be fully bound to them. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT



ITEM REPORT

Board of Mayor and Aldermen

Date: April 30, 2026

Item #: 7.D.	Ratify State of Tennessee Department of Commerce and Insurance Grant Contract for Funds Associated with the Purchase of a Trench Rescue Trailer.		
Department:	Fire	Presented By:	Ronny Beasley
Item Attachments:	1. Grant Contract #88903-27 - City of La Vergne		

Purpose:

The Fire Department is requesting ratification of a contract with the State of Tennessee for grant funding.

Background:

The Fire Department has been awarded an \$11,000 grant to offset a portion of the cost for a trench rescue trailer and associated equipment. The remaining project costs will be funded through Fire Department impact fees.

Financial Summary:

The total projected cost is \$50,000.

Staff Recommendation:

Staff recommends approval.



GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date May 15, 2026	End Date May 14, 2027	Agency Tracking # 33501-2625652	Edison ID 88903-27		
Grantee Legal Entity Name City of La Vergne			Edison Vendor ID 0000001520		
Subrecipient or Recipient <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Recipient		Assistance Listing Number Grantee's fiscal year end			
Service Caption (one line only) Rescue Squads Grant Program					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2026	\$11,000.00				\$11,000.00
TOTAL:	\$11,000.00				\$11,000.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection		Procured pursuant to the Department's approved Delegated Grant Authority (Edison #88903) to procure services in accordance with Tenn. Comp. R. & Regs. Rule 0690-03-01-04 and Rule 0690-03-01-05(4).			
<input type="checkbox"/> Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE - GG</i>	
Speed Chart (optional)		Account Code (optional)			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF COMMERCE AND INSURANCE
AND
CITY OF LA VERGNE**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Commerce and Insurance, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee City of La Vergne, hereinafter referred to as the "Grantee," is for the provision of grant funds under the Rescue Squads Grant Program, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 0000001520

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Rescue Squads Grant Program establishes a fund for rescue squads and creates a State grant program awarding funds to rescue squads for equipment to better protect first responders and the communities they serve. In accordance with the grant guidelines adopted by the State, the Grantee responded to a grant solicitation by submitting a Rescue Squad Grant Program Application (Attachment B), which was reviewed by the selection committee.
- A.3. The State shall award a grant in the amount specified in Section C.1. to the Grantee in accordance with the awarded line items included in the Rescue Squads Grant Program Application (Attachment B) and specified in the Grant Budget Line-Item Detail (Attachment A).
- A.4. The Grantee shall notify the State in writing when the grant funds have been utilized and include a detailed list of expenditures which shall include invoices and receipts when applicable.
- A.5. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order or precedence below.
- a. This Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c. below);
 - b. The State grant proposal solicitation as may be amended; and
 - c. The Rescue Squads Grant Program Application (Attachment B) incorporated to elaborate supplementary scope of services specifications.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on May 15, 2026 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed eleven thousand dollars (\$11,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology – Total Advance Payment. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in section C.1. Payment to the Grantee shall be a lump sum made in advance upon approval of this Grant Contract.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. Reserved.
- C.6. Grant Budget and Revisions to Grant Budget Line-Items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget.
- a. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amounts. The net result of any changes to Grant Budget line-item amounts shall not result in funding for a line-item that was previously funded at zero dollars (\$0.00) or increase the total Grant Contract amount detailed by the Grant Budget.
 - b. The Grantee may request in writing Grant Budget line-item revisions exceeding the limitation set forth in section C.6.a., above, giving full details supporting the Grantee's request, provided that such revisions do not result in funding for a line-item that was previously funded at zero dollars (\$0.00) and do not increase the total Grant Contract amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are detailed. Any approval of a revision to a Grant Budget line-item greater than twenty percent (20%) shall be superseded by a subsequent revision of the Grant Budget by Grant Contract amendment.
 - c. Any increase in the total Grant Contract amount shall require a Grant Contract Amendment.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date and in form and substance acceptable to the State (and include, as applicable, documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations").
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.

- d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and

regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member

of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

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

The State:

Allie Stevens, Associate General Counsel
 Department of Commerce and Insurance
 Davy Crockett Tower
 500 James Robertson Parkway
 Nashville, TN 37243
 allie.stevens@tn.gov
 Telephone # (615) 532-3812
 The Grantee:

John Partridge
 City of La Vergne
 5093 Murfreesboro Rd
 La Vergne, TN 37086-2706
 jpartridge@lavergetn.gov
 Telephone # 615-793-6295

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes (“IAP”) form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee’s fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year (“EOFY”) (accessible through the Edison Supplier portal).

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget’s *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term “equipment” shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State’s Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State’s total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

- D.24. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee’s representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee’s performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget’s Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with the requirements of this Grant Contract and applicable state and federal law. All material, information, and data regardless of form, medium or method of communication, that the Grantee will have access to, acquire, or is provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as "Confidential Information." The State grants the Grantee a limited license to use the Confidential Information but only to perform its obligations under the Grant Contract. Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required under state or federal law or otherwise authorized in writing by the State. Grantee shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this Grant Contract and with applicable state and federal law.

As long as the Grantee maintains State Confidential Information, the obligations set forth in this Section shall survive the termination of this Grant Contract.

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

IN WITNESS WHEREOF,

CITY OF LA VERGNE:

GRANTEE SIGNATURE	DATE
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PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF COMMERCE AND INSURANCE:

CARTER LAWRENCE, COMMISSIONER	DATE
--------------------------------------	-------------

ATTACHMENT A

GRANT BUDGET				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable				
Period:		BEGIN: May 15, 2026	END: May 14, 2027	
	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries, Benefits & Taxes	0.00	0.00	0.00
	Professional Fee, Grant & Award ²	\$11,000.00	0.00	\$11,000.00
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
	Travel, Conferences & Meetings	0.00	0.00	0.00
	Interest ²	0.00	0.00	0.00
	Insurance	0.00	0.00	0.00
	Specific Assistance To Individuals	0.00	0.00	0.00
	Depreciation ²	0.00	0.00	0.00
	Other Non-Personnel ²	0.00	0.00	0.00
	Capital Purchase ²	0.00	0.00	0.00
	Indirect Cost	0.00	0.00	0.00
	In-Kind Expense	0.00	0.00	0.00
	GRAND TOTAL	\$11,000.00	0.00	\$11,000.00

¹ Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html>).

² Applicable detail follows this page if line-item is funded.

ATTACHMENT A**GRANT BUDGET LINE-ITEM DETAIL:**

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Coats	
Pants	
Gloves	
Helmets	
Boots	
Lifejackets (General Use)	
Life Jackets (Swiftwater)	
Rain Suit	
Ballistic Vest	
Gear Bags	
PPE Washer/Dryer	
Hardware Connectors/ Carabiners	
Hardware Descenders	
Hardware Descenders with Progress Capture Pulley	
Hardware Ascenders, includes rope clamps	
Hardware Rigging Plate	
Hardware Pulleys	
Software – Rope (Sold by the foot) 7/16”	
Software – Prusiks (commercially sewn)	
Software – Straps (Anchor Straps, 10’)	
Software – Webbing (Sold by the foot)	
Artificial High Directional	
Rope Bags	
Rope Equipment Packs	
Equipment Litter	
Equipment Litter Wheel	

Equipment Fall Arrest Device with Absorber & Connector	
Work Position Lanyard	
Class II Harness (Seat Harness)	
Class III Harness (Full-body harness)	
Mechanical Advantage Kit (pre-assembled)	
Medical Equipment Bag	
AED	
Vacuum Spine Board	
Wet Suits	
Dry Suits (Including Base Layer) (Swiftwater)	
Dry Suits (Including Base Layer) (Dive)	
Buoyancy Control Device	
Aqua Eye Pro	
Mask	
Fins	
Comms System	
Water Helmets	
Weights	
Boots	
Throw Bags	
Whistles	
Raft/Inflatables	
Paddles	
Gear Bags	
Lights/Strobes	
Spreader	
Cutter	
Ram	
Combi Tools	

Vehicle Strut Kits	
Trench Shoring Kit (Mechanical)	
Air/ Lift Bag Kit	
Cribbing (Set)	
Window Punch	
Electric Windshield Saw/Cutter	
Drone Plane	
Drone Kit	
Radio	
Pager	
Grain Auger	
Turtle Tubes	
Coffer Dam (GSI Tube, Great Wall, Etc.)	
Axe	
Pike Pole	
Haligan	
Drill	
Sawzall	
Leaf Blower	
Four Gas Monitor	
EV Disconnect Plug	
Thermal Imaging Camera	
Handheld – Stream light E-Flood Litebox 45811	
Headlamp	
Other	
20' Tandem Axle Trailer	\$9,000.00
Portable Generator	\$2,000.00
TOTAL	\$11,000.00



Solicitation Name: FY26 Rescue Squad Grant

Application ID

2026-3194

Application Type

Rescue Squad

Send External Emails To: 23-9a4cef-171df9-TNState-c9464fbf@smartsimplecloud.com

Acknowledgement

Solicitation Document: [FY2026_Rescue_Squads_Solicitation_Amended.pdf](#)

Solicitation Name: FY26 Rescue Squad Grant

Brief Description: In 2022, Governor Bill Lee and the General Assembly approved the funding of this program for the purchase of lifesaving equipment by Tennessee rescue squads. The Program provides for five million dollars (\$5,000,000) to be disbursed to applicant rescue squads across the three (3) Grand Divisions.

Program Purpose: The Rescue Squads Grant Program establishes a \$5 million fund for Rescue Squads and creates a state grant program awarding funds to Rescue Squads for equipment to better protect first responders and the communities they serve.

Released On: January 20, 2026

Completed Application February 20, 2026 14:00:00

Due By:

I attest that this application was created and written by a human and that this applicant has the capacity to fulfill and/or provide the project described in this application.

Organization Information Acknowledgement

Click on the link below to view your organization profile. Please ensure that your organization profile is up-to-date before submitting this application.

[Organization Profile](#)

I attest that my organization profile is up-to-date.

Qualification Criteria

Instructions

- Completing this checklist will help you prepare your Rescue Squads Grant Program application.
- Prior to turning in your application, ensure that you've completed or meet the following:

Criteria List

Verified active Charter registration with the Secretary of State's Office

Recognized by a local government in Tennessee to provide rescue services

Verified that my rescue squad has obtained Edison Supplier ID or provided completed W-9 form

General Information

Organization Information: City of La Vergne
5093 Murfreesboro Rd
La Vergne, Tennessee, 37086-2706
Phone: 615-793-6295

Rescue Squad Statistics

Has your Rescue Squad ever received funds from the Rescue Squad Grant Program?

No

Did your rescue squad apply for the Volunteer Firefighter Equipment and Training grant this year (Nov. - Dec. 2025)?

No

Does your Rescue Squad Squad provide mutual aid to First Responder Agencies?

Yes

Does your Rescue Squad provide rescue services 100% within Tennessee?

Yes

Please check the type(s) of rescue services provided by your rescue squad

EMS, SAR, Extrication, Rope Rescue, Swift Water Rescue

Has your rescue squad suffered an uninsured loss in the last twelve (12) months?

No

How many stations does your rescue squad have?

Multiple

If multiple, please enter number of stations

3

Category 1 Type Missions/Incidents reported to TARS or TFIRS

Number of category 1 type missions/incidents reported to TARS or TFIRS last year

3828

Number of category 1 type missions/incidents reported to TARS or TFIRS the year prior

3818

Number of category 1 type missions/incidents reported to TARS or TFIRS 2 years prior

4015

Total Reported

Click on the **Save Draft** button to calculate the total.

11,661

Expenditures

Budget numbers are the numbers for your department only. For non-profits, it would be the entire budget. For departments that are a part of city or county government, please include ONLY the budget for your department NOT the entire budget for the city/county.

Expenditures reported last year

\$8,810,245

Expenditures reported the year prior

\$15,802,666

Expenditures reported 2 years prior

\$8,020,239

Total Expenditures

Click on the **Save Draft** button to calculate the total.

\$32,633,150

Scope of Service

Application

What items are you requesting for in this application? How will this grant funding assist your department in improving firefighter/rescue squad safety and protecting lives and property in your jurisdiction?

Note: This narrative will be redacted of any information that can identify your Volunteer Fire Department/Rescue Squad prior to presentation to the Selection Committee.

This application requests funding to purchase and equip a trench rescue trailer capable of supporting trench rescue operations up to the operations level. The trailer and equipment package were designed using National Fire Protection Association (NFPA) guidance and the University of Tennessee Center for Industrial Services trench rescue training program to ensure compliance with recognized industry practices. These trench rescue items are the highest priority and represent the most critical capability gap for the department.

The department currently lacks trench rescue equipment, which is the only barrier preventing the delivery of trench rescue services. Personnel are already trained and certified to nationally recognized standards, including trench rescue technician certification, and include hazardous materials technicians, confined space technicians, structural collapse specialists, and members with experience on FEMA Type 1 Urban Search and Rescue task force teams. Grant funding will immediately convert this existing training into an operational trench rescue capability.

Trench and excavation hazards are a routine and foreseeable risk within the jurisdiction. Ongoing residential, commercial, and infrastructure development results in open trenches being present frequently, often daily, for utility installation and construction projects. The jurisdiction also has a significant industrial presence where excavation and underground work are common. These conditions create a consistent risk of trench collapse incidents involving workers, utilities, and nearby infrastructure.

The requested trench trailer and equipment will allow responders to properly shore trench walls, control collapse hazards, and establish safe work zones, significantly improving firefighter safety and victim survivability.

In addition to the trench rescue equipment, the department is requesting swift water rescue personal protective equipment (PPE) to support a developing project to establish a regional FEMA-typed swift water rescue team. This PPE will provide essential protection for personnel operating in moving water environments and will strengthen the department’s ability to safely respond to flooding and water-related emergencies, both locally and as part of a regional mutual aid response.

Both components of this request address clear and ongoing risks. The jurisdiction’s public works department also maintains vacuum trucks, excavators, and other heavy equipment that can support trench rescue operations under the direction of trained rescue personnel, further strengthening the effectiveness of the requested trench capability.

The trench rescue trailer and swift water PPE will be available for mutual aid response locally and regionally, improving firefighter safety and enhancing emergency response capabilities across multiple jurisdictions. In summary, this grant will remove the primary equipment barrier preventing trench rescue services while also strengthening the department’s ability to safely build and support a regional swift water rescue capability. Funding will directly improve responder safety, increase victim survivability, and enhance regional preparedness for high-risk technical rescue incidents.

Budget

Click the "+" button which will open a new window, enter the details of your request and make sure to click "Create Budget Items" to save when finished.

Budget Year	Last Modified
	02/16/2026 11:04AM

Application Request Amount

How much total funding are you requesting?

\$92,760.00

Budget Summary

All items requested must meet the most current applicable standard.

Item Description	Priority	Number of Items in Current Inventory	Number of Items Requested for Replacement	Avg Age of Items Requested for Replacement (In Years)	Number of New Items Requested	Total Number of Items Requested (Replacement and New)	Item Price (per unit)	Total Cost
PPE - Rescue Gear (Complete Set)	-- Please Select--							
PPE - Coats	High							
PPE - Pants	High							
PPE - Gloves	High							
PPE - Helmets	High	12	0	0	4	4	\$450.00	\$1,800.00
PPE - Boots	High	12	0	0	4	4	\$385.00	\$1,540.00
PPE - Lifejackets (PFD)	High							
PPE - Lifejackets (Swiftwater)	High	12	0	0	6	6	\$225.00	\$1,350.00
PPE - Rain Suit	Normal							
PPE - Ballistic Vest	Normal							
PPE - Gear Bags	High							
PPE - Washer/Dryer	Normal							
Rope - Hardware Connectors/Carabiners	Normal							
Rope - Hardware Descenders	Normal							
Rope - Hardware Descender with Progress Capture Pulley	Normal	0	0	0	4	4	\$790.00	\$3,160.00
Rope - Hardware Ascenders, includes rope clamps	Normal							
Rope - Hardware Rigging Plate	Normal							
Rope - Hardware Pulleys	Normal							
Rope - Software - Rope (Sold by the foot) 7/16"	Normal	0	0	0	100	100	\$1.00	\$100.00
Rope - Software - Prusiks (Commercially Sewn)	Normal							
Rope - Software - Straps (Anchor Straps, 10')	Normal							
Rope - Software - Webbing (Sold by the foot)	Normal	0	0	0	300	300	\$1.00	\$300.00
Rope - Artificial High Directional	Normal	0	0	0	1	1	\$5,350.00	\$5,350.00
Rope - Rope Bags	Normal							
Rope - Equipment Packs	Normal							
Rope - Equipment Litter	Normal							
Rope - Equipment Litter Wheel	Normal							

Rope - Equipment Fall Arrest Device with Absorber Connector	Normal	0	0	0	4	4	\$450.00	\$1,800.00
Rope - Work Position Lanyard	Normal							
Rope - Class II Harness (Seat Harness)	High							
Rope - Class III Harness (Full-body harness)	High							
Rope - Mechanical Advantage Kit (pre-assembled)	Normal	0	0	0	1	1	\$500.00	\$500.00
Medical - Medical Equipment Bag	Normal							
Medical - AED	Normal							
Medical - Vacuum Spine Board	Normal							
Water - Wet Suits	Normal							
Water - Dry Suits (Including Base Layer) (Swiftwater)	Normal	12	0	0	6	6	\$1,395.00	\$8,370.00
Water - Dry Suits (Including Base Layer) (Dive)	Normal							
Water - Buoyancy Control Device	Normal							
Water - Aqua Eye Pro	Normal							
Water - Mask	Normal							
Water - Fins	Normal							
Water - Comms System	Normal							
Water - Water Helmets	Normal							
Water - Weights	Normal							
Water - Boots	Normal	12	0	0	4	4	\$85.00	\$340.00
Water - Throw Bags	Normal							
Water - Whistles	Normal							
Water - Raft/Inflatables	Normal							
Water - Paddles	Normal							
Water - Gear Bags	Normal							
Water - Lights/Strobes	Normal							
Extrication Tools - Spreader	Normal							
Extrication Tools - Cutter	Normal							
Extrication Tools - Ram	Normal							
Extrication Tools - Combi Tool	Normal							
Extrication Tools - Vehicle Strut Kit	Normal							
Extrication Tools - Trench Shoring Kit (Mechanical)	Normal	0	0	0	1	1	\$26,000.00	\$26,000.00
Extrication Tools - Air / Lift Bag Kit	Normal							
Extrication Tools - Cribbing	Normal	0	0	0	1	1	\$5,500.00	\$5,500.00
Extrication Tools - Window Punch	Normal							

Extrication Tools - Electric Windshield Saw/Cutter	Normal								
Drone - Plane	Normal								
Drone - Kit	Normal								
Comms - Radio	Normal								
Comms - Pager	Normal								
Grain Rescue Equipment/Farm - Grain Auger	Normal								
Grain Rescue Equipment/Farm - Coffier Dam (GSI Tube, Great Wall, Etc.)	Normal								
Grain Rescue Equipment/Farm - Turtle Tubes	Normal								
Hand Tools (General) - Axe - Fire Hooks FA-8	Normal								
Hand Tools (General) - Pike Pole - Leatherhead 8' Pole with Butt End	Normal								
Hand Tools (General) - Haligan - Fire Hooks PB-30	Normal								
Hand Tools (General) - Drill	Normal	0	0	0	1	1	\$250.00	\$250.00	
Hand Tools (General) - Sawzall	Normal	0	0	0	1	1	\$250.00	\$250.00	
Hand Tools (General) - Leaf Blower	Normal								
Hand Tools - General - Four Gas Monitor	Normal								
Hand Tools General - EV Disconnect Plug	Normal								
Hand Tools General - Thermal Imaging Camera	Normal	6	5	12	0	5	\$4,785.00	\$23,925.00	
Flashlights - Handheld - Stream light E-Flood Litebox 45811	Normal								
Flashlights - Headlamp	Normal								
Other									
20' Tandem Axel Trailer		0	0	0	1	1	\$9,000.00	\$9,000.00	
16' Extension Ladder		0	0	0	1	1	\$600.00	\$600.00	
Portable Generator		0	0	0	1	1	\$2,000.00	\$2,000.00	
Hand Tools General - Shovel		0	0	0	4	4	\$25.00	\$100.00	
Hand Tools General - Circular Saw		0	0	0	1	1	\$150.00	\$150.00	
Hand Tools General - Extension Cord		0	0	0	5	5	\$75.00	\$375.00	
TOTAL AMOUNT REQUESTED								\$92,760.00	

Roster

Roster

#	Organization	Status	Last Submitted Date
1	City of La Vergne	Submitted	01/30/2026

Roster Information Acknowledgement

I attest that my roster is complete and my information is up-to-date.

Supporting Documentation

W9

W-9-Signed.pdf
80.1 KB - 02/10/2026 2:23 PM

Total Files: 1

Letter of Support from a Local Government to Provide Rescue Services

Document_260216_105241.pdf
62.3 KB - 02/16/2026 10:52 AM

Total Files: 1

I certified that I have attached all required/requested documents listed above.

Additional Documents

Organization Contacts

Assign Authorized John Partridge
Official:

By signing below, I affirm that the information contained herein is accurate, and I understand that by making a false statement in this application, I am subject to the penalties of perjury pursuant to Tenn. Code Ann. § 39-16-702(a)(4).

Roster Data Exported: No



ITEM REPORT

Board of Mayor and Aldermen

Date: April 30, 2026

Item #: 8.	First Reading - Ordinance #2026-08 - An Ordinance of the City of La Vergne, Tennessee, Adopting the Annual Budget and Tax Rate for the Fiscal Year Beginning July 1, 2026 through June 30, 2027.		
Department:	Finance	Presented By:	Bruce Richardson, Danielle Brown
Item Attachments:	None		

Purpose:

This is the ordinance to adopt the budget and set the tax rate for the next fiscal year.

Background:

This is the proposed version of the budget as discussed through the budget workshops. The proposed nonprofit donations, capital item list and fee schedule are also attached.

Financial Summary:

In the General Fund, there is no increase to the property tax rate. It will remain as it was last year at \$0.5363 per \$100 of assessed value on real and personal property.

General Fund:

- Engineering Department - Leased Ford Explorer
- I.T. Department - Fifty (50) Desktop Computers and Replacement of the City Hall Electronic Sign
- Fire Department - Water Model for Fire Flow, Leased Ford F350, Leased Ford Explorer
- Parks & Recreation Department - Replace Football Scoreboard, Replace Bay Doors at Parks & Recreation Building
- Using Fund Balance Reserves - Transfer to Streets Capital Projects for Bond Issue Payment, Engineering for Hurricane Creek Greenway Expansion
- Using Existing Bond Funds - Buildout expansion area at PW-CDS Facility for administrative offices.
- Using Existing Bond Funds - City Hall remodel for Police Department needs.
- Using Existing Bond Funds - Fire Station #43 Remodel.

General Fund - Personnel Additions:

- Fire Department - One FT Inspector for the CRR Division
- Library - One FT Children's Coordinator

State Street Aid Fund:

- Street Paving - \$1,403,227 allocated

Senior Citizens Fund:

- Replace Metal Roof on Senior Center
- Enclose Portion of Shed Area for Usable Space

Drug Fund:

- Two (2) Replacement Pursuit Vehicles
- Replace MCC7500 Console with Motorola AXS Console
- Two (2) SecureDry Evidence Cabinets

Equitable Sharing Fund:

- Patrol Rifle Replacements
- Two (2) Replacement Pursuit Vehicles
- Lake Forest Radio Repeater System
- Two (2) Sniper Rifle Packages

Stormwater Fund:

In the Stormwater Fund, the Stormwater User Fees will not change.

- Street Sweeper Truck

Streets Capital Projects Fund - Ongoing Projects include:

- CMAQ Advanced Traffic Management System
- Blair Road West Extension
- South Waldron Road Widening

Parks Capital Projects Fund:

- Playground Equipment for Brookside Park
- Resurface Mankin Park Trail

Fire Impact Fee Fund:

- One (1) Heavy Duty Trench Rescue Trailer with Tools
- One (1) SUV for the New Inspector

Water and Sewer Fund:

In the Water and Sewer Fund, there is a proposed increase to the water and sewer usage rates based on the rate study that was conducted two years ago. Those are outlined in the fee schedule.

- Replace Roll Up Doors at the Water Treatment Plant
- Inspection and Cleaning of Intake Screen and Wetwell at the Water Treatment Plant
- Replace Tube Settlers in the Super Pulsators at the Water Treatment Plant

- New Vac Truck for the Sewer Department
- Leased Ford Explorer for the Water Inspector

Staff Recommendation:

Staff recommends approval.



ITEM REPORT

Board of Mayor and Aldermen

Date: April 30, 2026

Item #: 9.	First Reading - Ordinance #2026-09 - An Ordinance to Amend Chapters 2, 4, 8, and 14 of the La Vergne Zoning Ordinance Regarding Definitions, Planning Areas, Parking and Driveways, and Administration and Procedures. (Received a favorable recommendation from the Planning Commission on March 31, 2026. A public hearing will be held on Thursday, May 7, 2026 at 5:45 p.m.)		
Department:	Planning	Presented By:	Bo Logan
Item Attachments:	1. Ordinance #2026-09		

Purpose:

This is an ordinance to amend the La Vergne Zoning Ordinance.

Background:

This amendment to the zoning ordinance revises multiple chapters to improve clarity and consistency. In Chapter 2, definitions are updated to distinguish between Secondary Retail, and Restaurant uses. Chapter 4 is amended to correct inconsistencies in tables related to auto repair classifications. Chapter 8 is revised to address standards for acceptable paving materials and driveway widths. Finally, Chapter 14 is updated to clarify square footage percentages regarding site plan exemptions.

On March 31, 2026 the Planning Commission gave these amendments a favorable recommendation.

Financial Summary:

There is no financial impact to the City.

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2026-09

AN ORDINANCE TO AMEND CHAPTERS 2, 4, 8, AND 14 OF THE LA VERGNE ZONING ORDINANCE REGARDING DEFINITIONS, PLANNING AREAS, PARKING AND DRIVEWAYS, AND ADMINISTRATION AND PROCEDURES.

WHEREAS, the following changes have been reviewed and recommended by the La Vergne Planning Commission; and,

WHEREAS, a public hearing thereon has been held as required by law; and,

WHEREAS, the following changes have been approved by the La Vergne Board of Mayor and Aldermen.

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

The Zoning Ordinance of La Vergne, Tennessee, is hereby amended as follows:

SECTION I. Amend Chapter 2 of the La Vergne Zoning Ordinance by adding the definition for Restaurant to read as follows:

Restaurant

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

SECTION II. Amend Chapter 2 of the La Vergne Zoning Ordinance by amending the definition for Retail, Secondary to read as follows:

Retail, Secondary

Art or antique shop, including art supplies and framing materials; book, stationery, card store, or newsstand; florist, flower or plant store; gift shop; restaurant, coffee shop, or delicatessen; specialty food store, including bakery, fruit, vegetable, fish, or meat market.

SECTION III. Amend Chapter 4 of the La Vergne Zoning Ordinance by deleting the item "Vehicle Repair Facilities" in Table 4.2.9(1) as follows:

Industrial / Wholesale / Storage	
• Data Centers	P
• General Warehousing	AR
• Vehicle Repair Facilities	AR
Infrastructure Uses	
• Educational Services	P
• Essential Services	P
• Hospitals	P

SECTION IV. Amend Chapter 8 of the La Vergne Zoning Ordinance by amending Section 8.4.1(M) to read as follows:

- M. Suitable paving materials for off-street parking areas are asphalt, porous asphalt, concrete, porous concrete, and paving blocks. Other options may be presented to the City Engineer as a variance request. Gravel, grass, or any loose material will not be accepted for an off-street parking area surface.

SECTION V. Amend Chapter 8 of the La Vergne Zoning Ordinance by amending Section 8.5.3 to read as follows:

- A. To maintain pedestrian comfort and calm the speed of entering traffic, driveways for parking in all residential areas except a gated apartment complex with a minimum of 50 units shall be a minimum of 14 feet in width and shall not exceed 28 feet in width for two lanes. If more than two lanes are needed or required by Planning Commission, each lane shall be twelve feet wide. Each driveway to residence(s) must be at minimum of 22 feet in length measured from the back side of the sidewalk (side away from the road) to the front of the garage door.
- B. To maintain pedestrian comfort and calm the speed of entering traffic, driveways for parking in a gated apartment complex with a minimum of 50 units shall be a minimum of 14 feet in width and shall not exceed 28 feet in width (2 lanes) or 14 feet in width (1 lane). If more than two lanes are needed or required by Planning Commission, each lane shall be twelve feet wide. Each driveway to residence(s) must be at minimum of 22 feet in length measured from the back side of the sidewalk (side away from the road) to the front of the garage door.

SECTION VI. Amend Chapter 14 of the La Vergne Zoning Ordinance by amending Section 14.9.2(D) to read as follows:

- D. All site plans shall be submitted for approval by the LMPC unless all of the following is met:
 - (1) Not located within an overlay district.

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

SECTION VIII. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION IX. That this Ordinance take effect forthwith upon its final passage, the public welfare 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 _____.



ITEM REPORT

Board of Mayor and Aldermen

Date: April 30, 2026

Item #: 10.	First Reading - Ordinance #2026-10 - An Ordinance to Amend Title 12, Chapter 6 of the La Vergne Municipal Code Regarding the Residential Code.		
Department:	Codes	Presented By:	Joe White
Item Attachments:	1. Ordinance #2026-10		

Purpose:

Amend Title 12, Chapter 6 of the Municipal Code.

Background:

The proposed amendment to Title 12, Chapter 6 of the Municipal Code addresses discrepancies identified by staff in Table 301.2 related to seismic design and termite hazard classifications.

Financial Summary:

There is no financial impact to the City.

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2026-10

AN ORDINANCE TO AMEND TITLE 12 CHAPTER 6 OF THE LA VERGNE MUNICIPAL CODE TO AMEND THE RESIDENTIAL CODE.

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

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

CHAPTER 6 - RESIDENTIAL CODE

Sec. 12-602. Modifications.

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

Ground Snow Load	13 lb.
Wind Speed	115 mph
Topographic Effects	No
Seismic Design	C
Weathering	Severe
Frost Line	12"
Termite	Moderate
Winter Design Temp	19° F
Ice Barrier	No
Air Freezing Index	1500 or less
Mean Avg. Temp. (F)	60.8° F

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

SECTION III. That this Ordinance take effect forthwith upon its final passage, the public welfare requiring it.

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Joshua Miller, City Recorder

Published in the Murfreesboro Post on _____.



ITEM REPORT

Board of Mayor and Aldermen

Date: April 30, 2026

Item #: 11.	Resolution #2026-13 - A Resolution of the City of La Vergne, Tennessee Establishing the Waldron Road Infrastructure Development District. (A public hearing will be held on Thursday, May 7, 2026 at 5:45 p.m.)		
Department:	City Administrator	Presented By:	Bruce Richardson
Item Attachments:	1. Resolution #2026-13		

Purpose:

The Board of Mayor and Aldermen (“BOMA”) are required by state law to hold a public hearing on the Petition to Establish the Waldron Road Infrastructure Development District (“Petition”). At the conclusion of the public hearing, the BOMA must review and consider Item Attachment No. 2, A Resolution of the City of La Vergne, Tennessee Establishing the Waldron Road Infrastructure Development District (“Establishing Resolution”).

Background:

The Petition proposes to establish an infrastructure development district (“District”) for a residential development that is approximately one hundred thirty-nine acres consisting of three parcels with the following addresses in La Vergne, TN: Waldron Road and 0 Highland Hills Drive.

The establishment of the District has been requested by a petition filed pursuant to state law by Meritage Homes of Tennessee, Inc. and M/I Homes of Nashville LLC, the developers of the District, and each of the owners of the property located therein. If the Establishing Resolution is approved by the BOMA, a special assessment would be levied against all parcels of property within the District to help defray a portion of the infrastructure costs required to develop the District.

Financial Summary:

The special assessment levied on each parcel of property within the District would be at a fixed annual amount not in excess of \$1,550.00, over a period of not more than thirty (30) years. The special assessment revenues will secure bonds issued by a public building authority conduit issuer to finance an amount of eligible infrastructure costs of the District equivalent to the cost of the off-site sewer improvements described in the Petition.

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2026-13

A RESOLUTION OF THE CITY OF LA VERGNE, TENNESSEE ESTABLISHING THE WALDRON ROAD INFRASTRUCTURE DEVELOPMENT DISTRICT

WHEREAS, Tennessee Code Annotated Sections 7-84-801 et seq. (the “Act”) authorizes the City of La Vergne, Tennessee (the “City”), by resolution of the Board of Mayor and Aldermen of the City of La Vergne, Tennessee (the “BOMA”), to (i) establish a real estate infrastructure development district and (ii) levy a special assessment on the properties located within the district to provide funding for the costs of the infrastructure necessary to develop the district;

WHEREAS, the Act requires that the establishment of such a district must first be petitioned by the developer of the proposed district and the owners of each of the properties located within the district; and

WHEREAS, Meritage Homes of Tennessee, Inc. and M/I Homes of Nashville LLC (collectively, the “Developer”) and the owners of each parcel of property included within the boundaries of the real estate infrastructure development district described herein (the “District”) have filed the petition attached hereto as Exhibit A (the “Petition”), requesting that the BOMA to approve the establishment of the District and the levy of a special assessment against the properties located therein; and

WHEREAS, as required by the Act, the City has duly provided notice of and held a public hearing regarding the establishment of the District, at which all persons whose property may be affected thereby were provided an opportunity to protest against the creation of the District; and

WHEREAS, the BOMA has determined that the establishment of the District in the manner described in the Petition is in the best interest of the City; and

WHEREAS, the BOMA has determined that the improvements proposed to be funded with the proceeds of the petitioned special assessment will provide a unique and direct benefit to the properties within the District and that, without the installation of the infrastructure proposed to be funded by the special assessment, the parcels within the District could not be developed as proposed; and

WHEREAS, the BOMA has considered the manner in which the costs of the special assessment are to be apportioned to the properties within District and has concluded that such costs are directly proportional to the benefits of the infrastructure to be funded thereby.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF LA VERGNE, TENNESSEE, as follows:

1. The name of the real estate infrastructure development district established hereby (the "District") is designated as "Waldron Road Infrastructure Development District".
2. The City is eligible under the Act and hereby elects to serve as the host municipality, as defined by the Act, of the District.
3. The boundaries of the District are hereby established as set forth in Exhibit B attached hereto.
4. Each of the properties located within the District shall be subject to the special assessment described below.
5. The Developer comprises the following entities:
 - a. Meritage Homes of Tennessee, Inc. located at 18655 North Claret Drive, Suite 400, Scottsdale, AZ 85255; ATTN: Nicole Boyle; and
 - b. M/I Homes of Nashville LLC located at 725 Cool Springs Blvd., Suite 180 Franklin, TN 37067; ATTN: Dave Cumming
6. The proceeds of the special assessment shall be used to fund:
 - a. the Infrastructure Costs (as defined by the Act) incurred by the Developer in connection with its 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; and (6) acquisition, by purchase or otherwise, of real property to be donated, dedicated, or otherwise made available to a governmental entity for public purposes (collectively, the "Authorized Improvements");
 - b. payments of principal of and interest on the bonds described below, capitalized interest, debt service reserves, financing costs and costs of issuance related to the bonds described below;
 - c. the Administrative Fee described below; and
 - d. any other costs permitted to be funded by the Act.

7. The special assessment (the "Assessment") shall be levied on each parcel of property within the District at a fixed annual amount not in excess of \$1,550.00, over a period of not more than thirty (30) years.

8. The Assessment may be levied within the District on a phased basis, as and when each phase of the District is prepared for development, as may be determined by the Developer and established by the Mayor pursuant to Section 14 below.

9. The BOMA finds that the funding of the Authorized Improvements directly, uniquely, and specifically benefits the properties within the District, and without the installation of the infrastructure funded thereby, the parcels within the District could not be developed as proposed. The BOMA further finds that the proposed manner and amount of the Assessment apportions the Infrastructure Costs to each parcel of property within the District in a manner consistent with the benefits received by such parcel as a result of the construction and installation of the Authorized Improvements funded thereby.

10. The Assessment shall be levied, billed, and collected by the City on an annual basis, at the same time and in the same manner as ad valorem property taxes. The Assessment shall commence in such year as may be designated by the Mayor and may commence at separate times for separate phases of the District.

11. An administrative fee not in excess of the limits imposed by the Act (the "Administrative Fee") shall be withheld annually by the City from the proceeds of the special assessment and used by the City and the Authority (as defined in Section 13 below) to defray the expenses of administering the District, all as permitted by the Act.

12. The District is established pursuant to the Act and shall be administered in accordance therewith.

13. The City hereby approves and requests that the Public Building Authority of Tipton County, Tennessee (the "Authority") to (i) enter into district administration agreements in compliance with the financing policies of the Authority's LIFT Program, (ii) issue one series of bonds, notes, or other debt obligations (in any case, the "Bonds"), and (iii) enter into a loan agreement (the "Loan Agreement") with The Industrial Development Board of the City of La Vergne, Tennessee (the "Board") under which the Authority will loan the proceeds of the Bonds to the Board to finance the costs described in Section 6 above, and the Board will repay the debt service on the Bonds, solely from special assessment revenues provided to it by the City, as described herein. The Bonds shall be issued on such terms and conditions as the Authority may approve, provided that such terms and conditions are consistent with the terms of this resolution, and provided further that the final maturity of any series of Bonds shall not be later than the June 30 following the final scheduled payment date of the Assessment securing the payment of such series of Bonds. The City hereby approves and requests that the Board enter into the Loan Agreement with the Authority as described above. Payment of each series of Bonds shall be made exclusively from the proceeds of the Assessment, or such portion of the Assessment as may be identified by the Authority and shall in no event constitute an

indebtedness of the City or the Board, except with respect to the proceeds of the Assessment. The City is hereby authorized to pledge all or a portion of the proceeds of the Assessment, net of the Administrative Fee, to the Authority to provide for the payment of the Bonds.

14. Notwithstanding the provisions of Section 13, no series of Bonds may be issued by the Authority until:

- a. the City has entered into an intergovernmental agreement with the Board in substantially the form attached hereto as Exhibit C, providing for the allocation of the applicable portion of the Assessment revenues by the City to the Board and the Board's application of such revenues to the making of payments to the Authority to provide for the payment of the Bonds;
- b. the Authority and the Board have entered into the Loan Agreement;
- c. the Authority or the Board has entered into a development agreement with the Developer, providing for the construction and installation of the Authorized Improvements and the other infrastructure costs required to develop the District, or the applicable phase thereof; and
- d. the Authority and the Board have received the written approval of the Mayor, which approval shall establish the precise rate of Assessment, identify the specific parcels within the District to be assessed, establish the precise term of the Assessment, and establish the portion of the Assessment to be pledged as the source of and security for the payment of such series of Bonds, in each case based on a written request from the Developer and within the parameters set forth in Section 7 above.

15. The Mayor is hereby authorized to execute and deliver any such certificates, instruments, and agreements, including without limitation (a) the written approval described in Section 14 above, (b) the intergovernmental agreement described in Section 14 above, and (c) agreements memorializing policies and procedures related to the administration of the Assessment, including policies relating to the rate and methodology governing the implementation of the assessment, the reapportionment of assessments upon the request of property owners, reallocation of assessments upon subdivision of property, credits against assessment payments based upon other available funds, including earnings on reserve funds, maintenance of an assessment roll, and procedures for the prepayment of assessments, all as the Mayor may determine to be necessary or appropriate to accomplish the intent of this resolution.

16. If any section, paragraph, or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

17. All other resolutions and orders, or parts thereof in conflict with the provisions of this resolution, are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

BE IT FURTHER RESOLVED that this Resolution shall take effect from and after its final passage the public welfare requiring such.

Resolved this the 7th day of May, 2026.

Jason Cole, Mayor

ATTEST:

Joshua Miller, City Recorder

EXHIBIT A
PETITION

(See Attached)

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 2025¹, 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.

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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. Sales

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: _____

MI HOMES OF NASHVILLE LLC
a Delaware Limited Liability Company

By: *David M. Cummings*

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 FOR A 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 FOR A 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 FOR A 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, N 77°34'15" W FOR A DISTANCE OF 182.79' TO AN 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' TO 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 INDUSTRIAL 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

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:

<u>Product Types by Section</u>	
Product Type	Unit Count
Mission Hills Section 2	
SF Units	49
Mission Hills Section 3	
SF Units	67
Mission Hills 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	-	-
<i>Subtotal</i>	<i>\$14,624,791.60</i>	-	-
<i>Contingency (25%)</i>	<i>\$3,656,197.90</i>	-	-
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 lift 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. The project cost for the lift station upgrade (demo existing and new installation) is \$786,000. This amount is included in the Offsite Sewer Improvements line item on the table above. Removing 52% of the lift station upgrade cost from the Offsite Sewer Improvements number leaves \$5,236,780 (92.8%) that benefits the IDD parcel.

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.

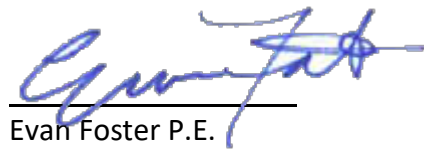
As described above, this report identifies the benefits from the Project to the lands within the Waldron Road Infrastructure Development District. The general public, property owners, and property outside the development will benefit from the provisions of the Project; however, these are incidental to 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.

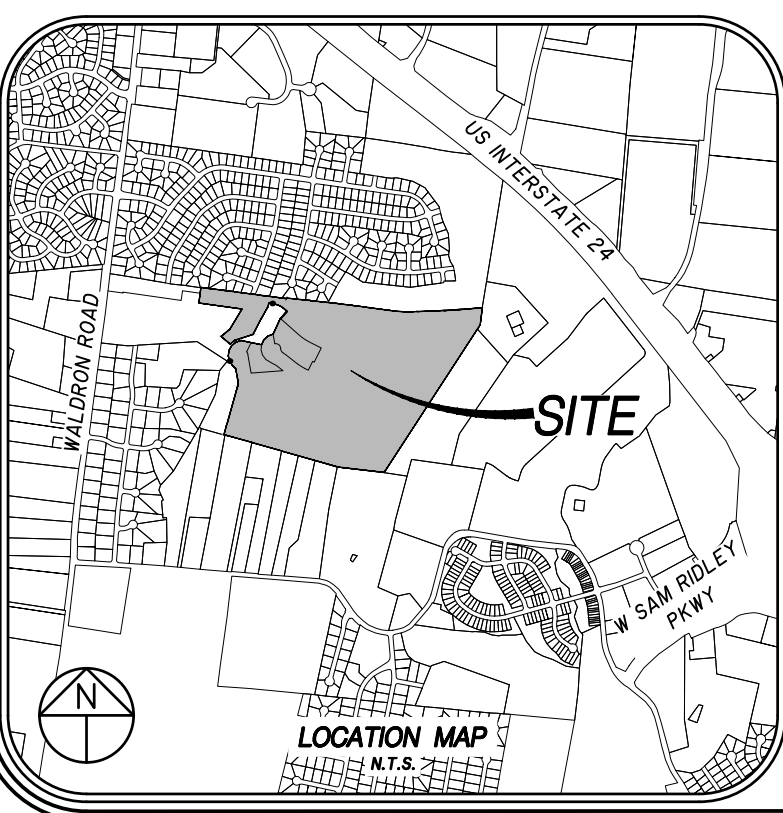
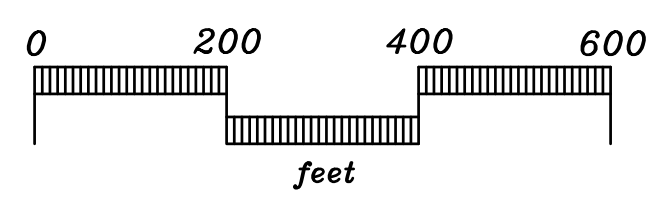
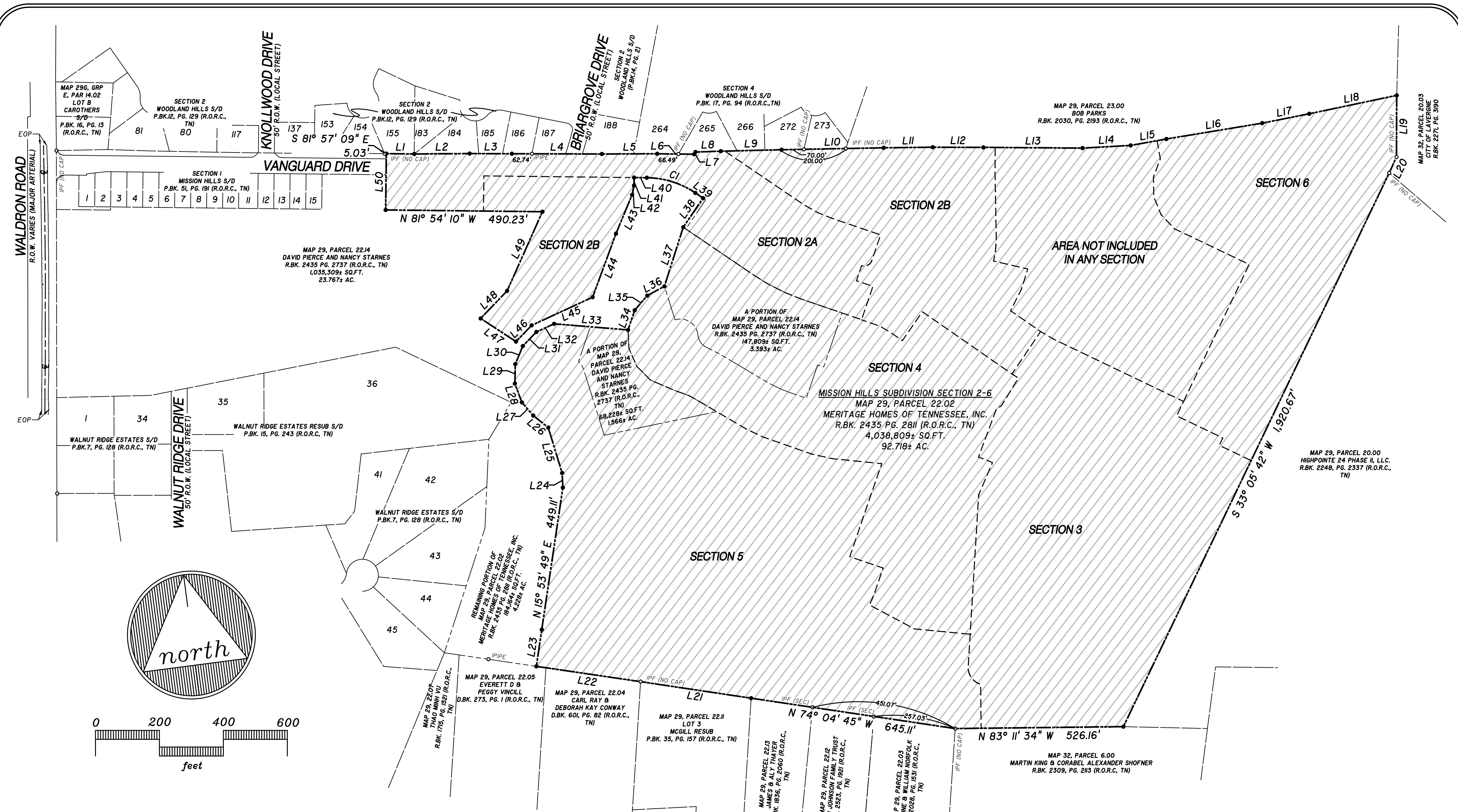
Project Engineer:
Pape-Dawson Consulting Engineers, LLC



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
CI	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

SEC, Inc. SITE ENGINEERING CONSULTANTS
ENGINEERING • SURVEYING • LAND PLANNING
LANDSCAPE ARCHITECTURE
WWW.SEC-CIVIL.COM
850 MIDDLE TENNESSEE BLVD • MURFREESBORO, TENNESSEE 37129
PHONE (615) 890-7901 • FAX (615) 895-2567

PROJ. # 22078.49	DATE: 3/16/2026 REV:	FILE: 22078 Mission Hills S2-6	DRAWN BY: WCC	SCALE: 1" = 200'	SHEET 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 FOR A 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. GILLILAN LIVING TRUST;

THENCE, WITH THE NORTH LINE OF GILLILAN 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:

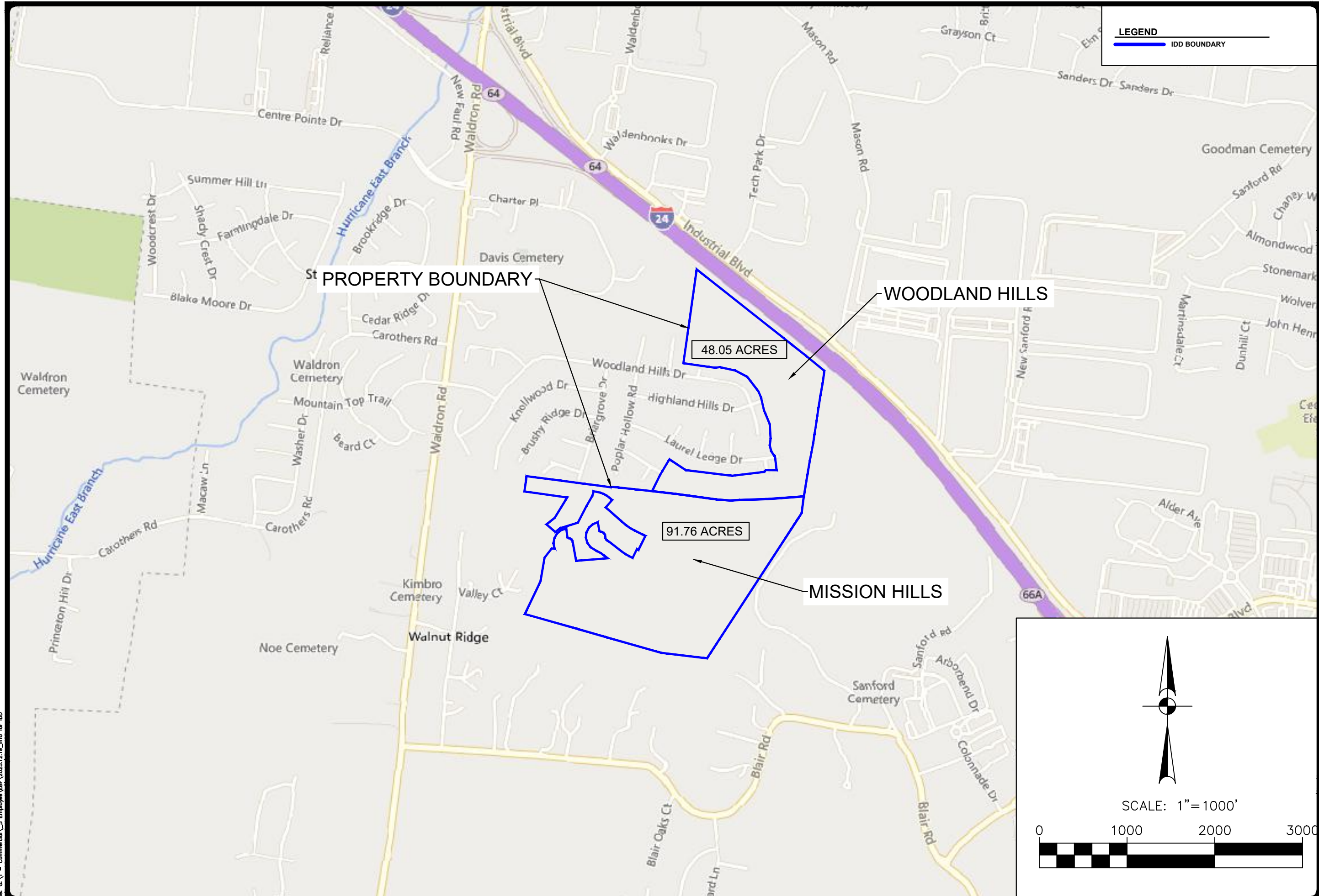
- 1) N 26°25'04" E FOR A DISTANCE OF 204.60' TO AN IRON PIN;
- 2) THENCE, N 29°49'34" E FOR A DISTANCE OF 50.09' TO AN IRON PIN;
- 3) THENCE, N 31°07'43" E FOR A DISTANCE OF 148.29' TO AN IRON PIN;
- 4) THENCE, N 33°36'40" E FOR A DISTANCE OF 10.98' TO AN IRON PIN AT THE SOUTHWEST CORNER OF LOT 360, 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 FOR A 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 FOR A 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, N 77°34'15" W FOR A DISTANCE OF 182.79' TO AN 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' TO 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 INDUSTRIAL 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

Date: January 19, 2026, 8:18 AM - User ID: BPeterson
File: 6-V - Commercial - Employee Map - 2025-12-19_216 for DD



LEGEND
IDD BOUNDARY

PROPERTY BOUNDARY

48.05 ACRES

91.76 ACRES

WOODLAND HILLS

MISSION HILLS

WOODLAND HILLS AND MISSION HILLS
WALDRON ROAD, LAVERGNE, TN 37086 RUTHERFORD COUNTY

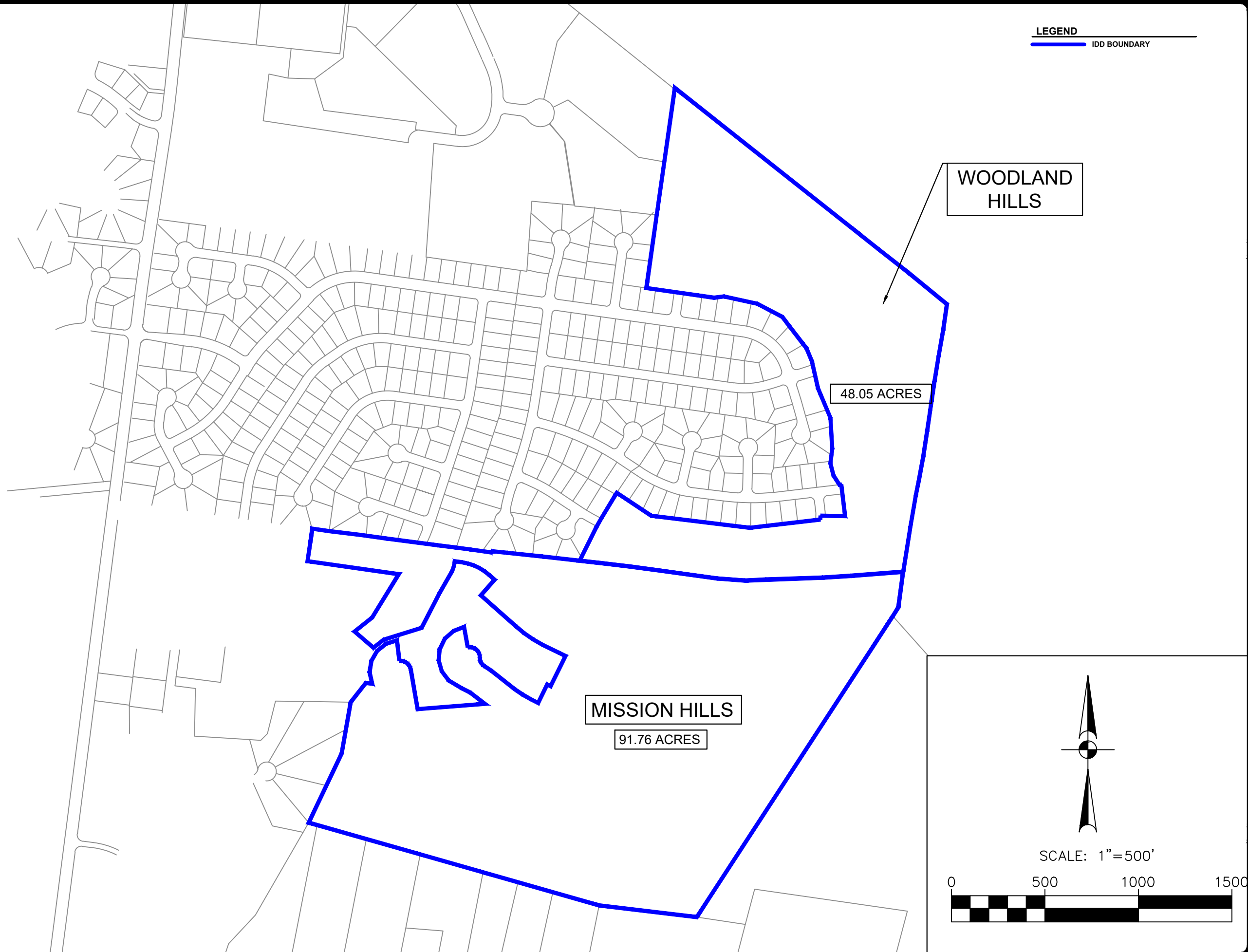
LOCATION MAP

PAPE-DAWSON
4088 RURAL PLAINS CIRCLE | FRANKLIN, TN 37064 | 615.244.8591
TENNESSEE A&E PROFESSIONALS FIRM #11104

JOB NO.	21300101-00
DATE	02/16/2026
DESIGNER	M. SHERIDAN
CHECKED	EBF
DRAWN	MCS
SHEET	1

Date: January 19, 2026, 8:19 AM - User: JD - B.Patterson
File: S:\ - Commercial\CS - Employee\B.Patterson\2025\12.19.2016 for DD

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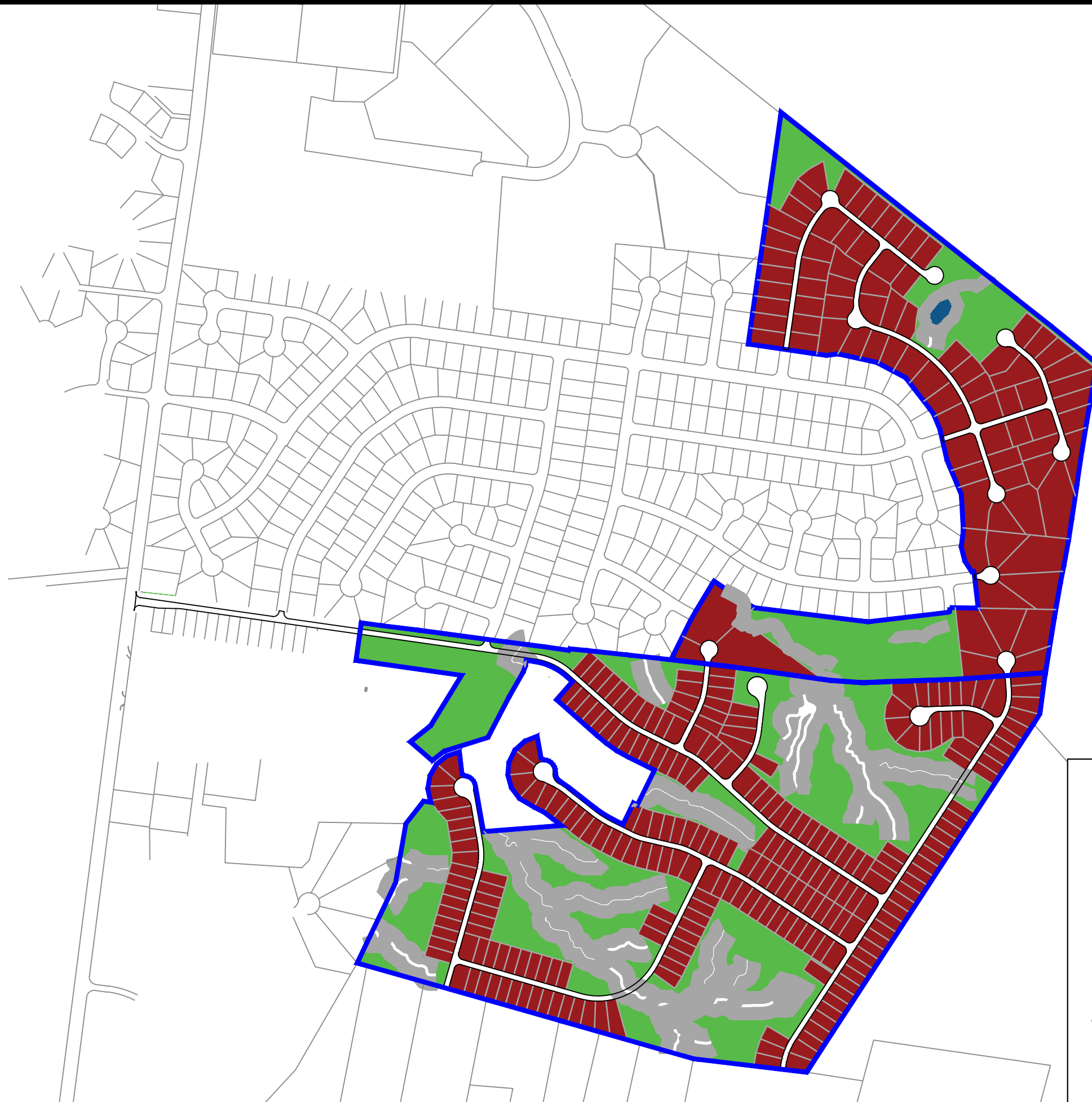
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WOODLAND HILLS AND MISSION HILLS
WALDRON ROAD, LAVERGNE, TN 37086 RUTHERFORD COUNTY
BOUNDARY MAP

JOB NO. 21300101-000
DATE 02/16/2026
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CHECKED EBF
DRAWN MCS
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LEGEND

- IDD BOUNDARY
- OPEN/GREEN SPACE
- SINGLE FAMILY LOTS
- DETENTION PONDS
- STREAM BUFFER



SCALE: 1" = 500'



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TENNESSEE A&E PROFESSIONALS FIRM #11104

WOODLAND HILLS AND MISSION HILLS
WALDRON ROAD, LAVERGNE, TN 37086 RUTHERFORD COUNTY
CONCEPT PLAN

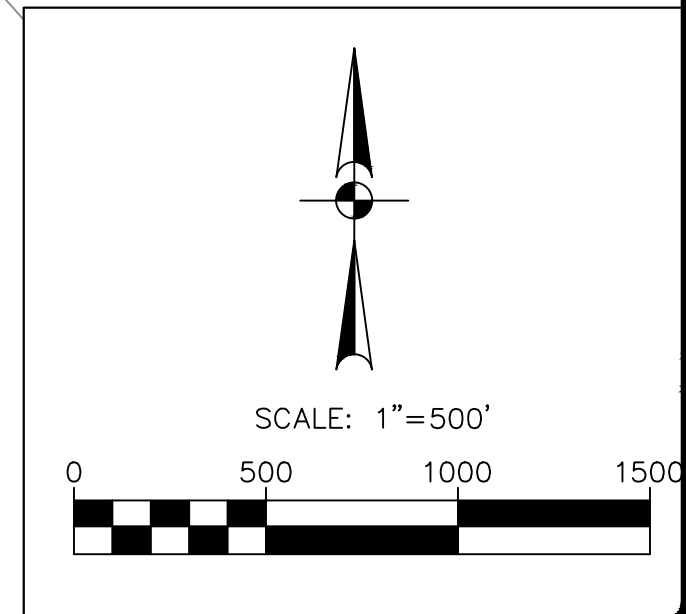
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LEGEND

- IDD BOUNDARY
- POTABLE WATER LINE

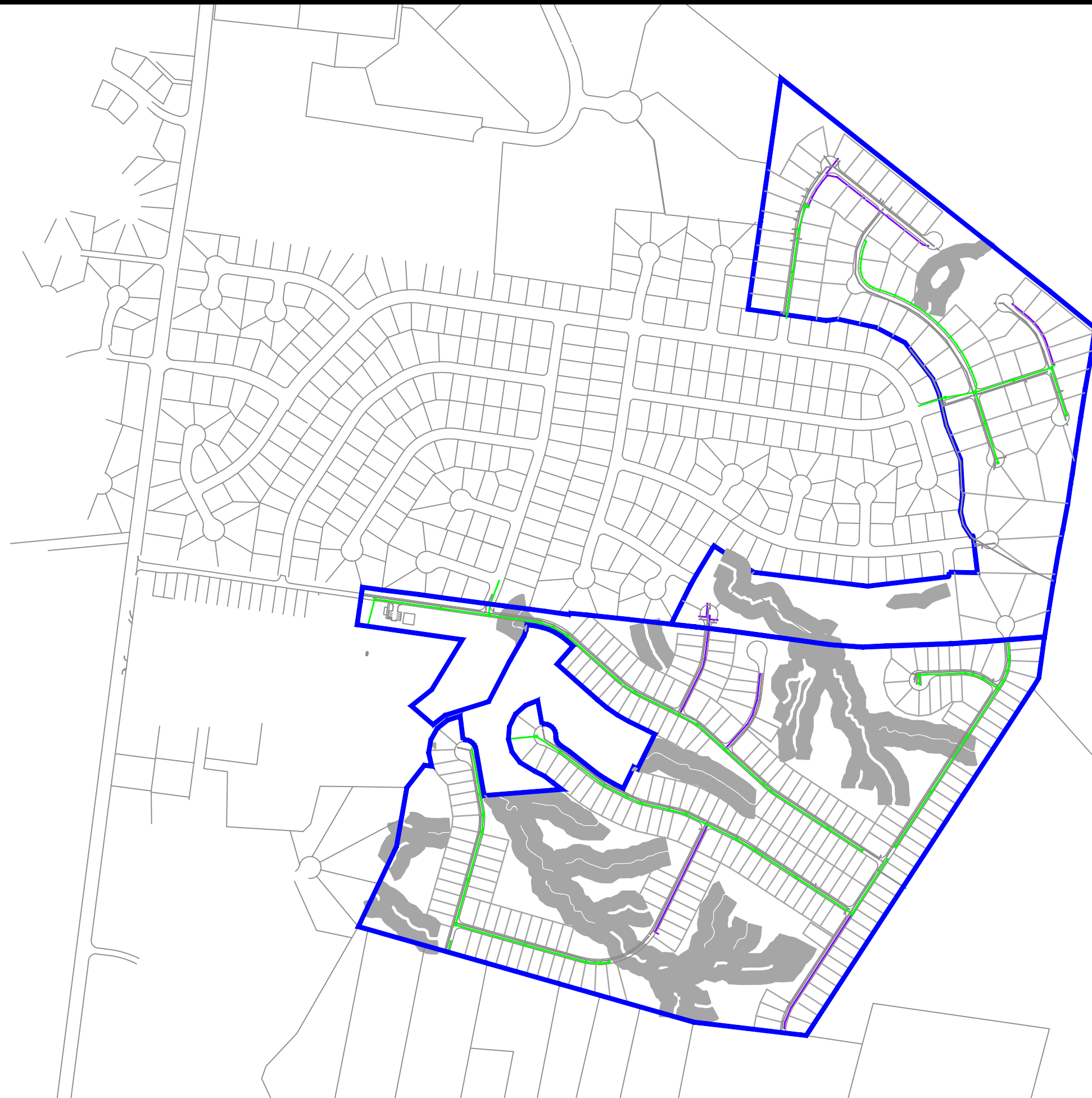


WOODLAND HILLS AND MISSION HILLS
WALDRON ROAD, LAVERGNE, TN 37086 RUTHERFORD COUNTY
POTABLE WATER DISTRIBUTION SYSTEM MAP

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DATE 02/16/2026
DESIGNER M. SHERIDAN
CHECKED EBF
DRAWN MCS
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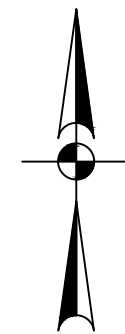
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LEGEND

- IDD BOUNDARY
- SANITARY LINE
- FORCE MAIN LINE



SCALE: 1"=500'

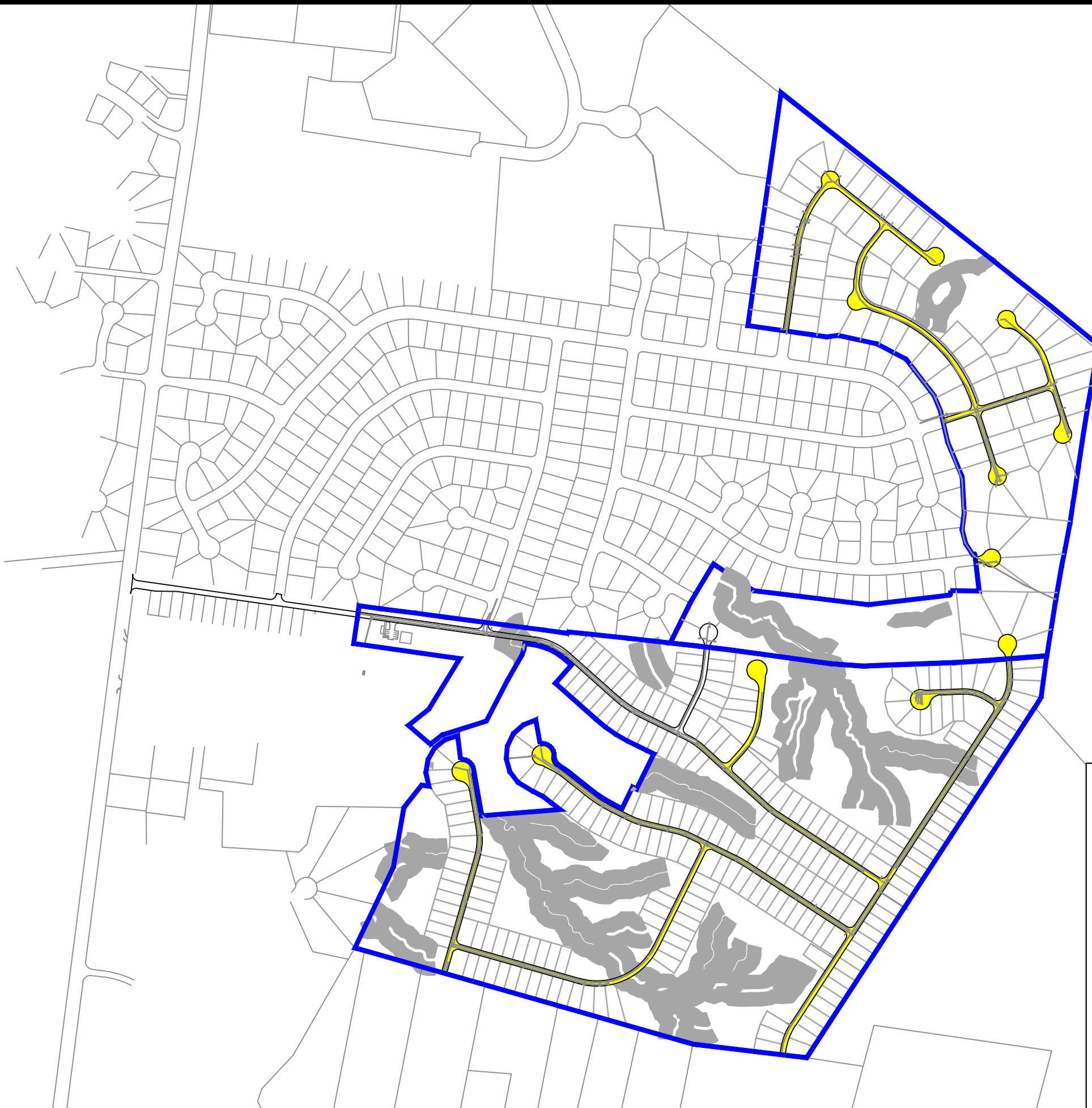


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WOODLAND HILLS AND MISSION HILLS
WALDRON ROAD, LAVERGNE, TN 37086 RUTHERFORD COUNTY
WASTEWATER SYSTEM MAP

JOB NO.	21300101-000
DATE	02/16/2026
DESIGNER	M. SHERIDAN
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SHEET	5

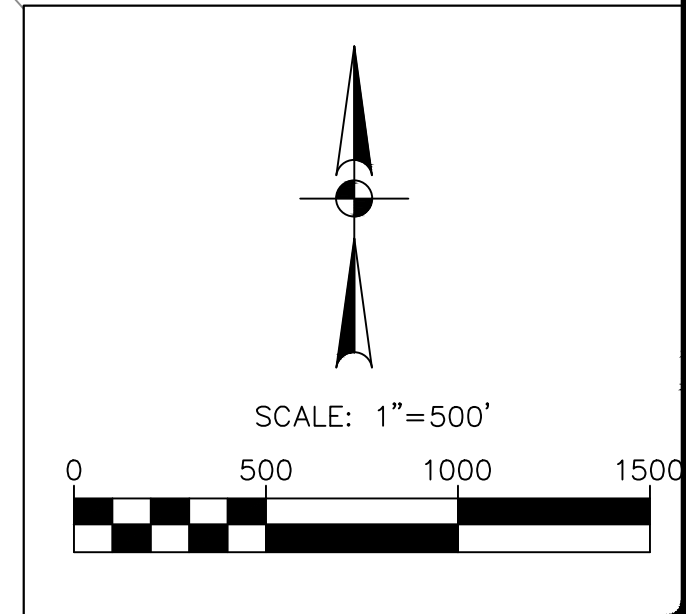
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LEGEND

— IDD BOUNDARY

■ ROADWAY AREA



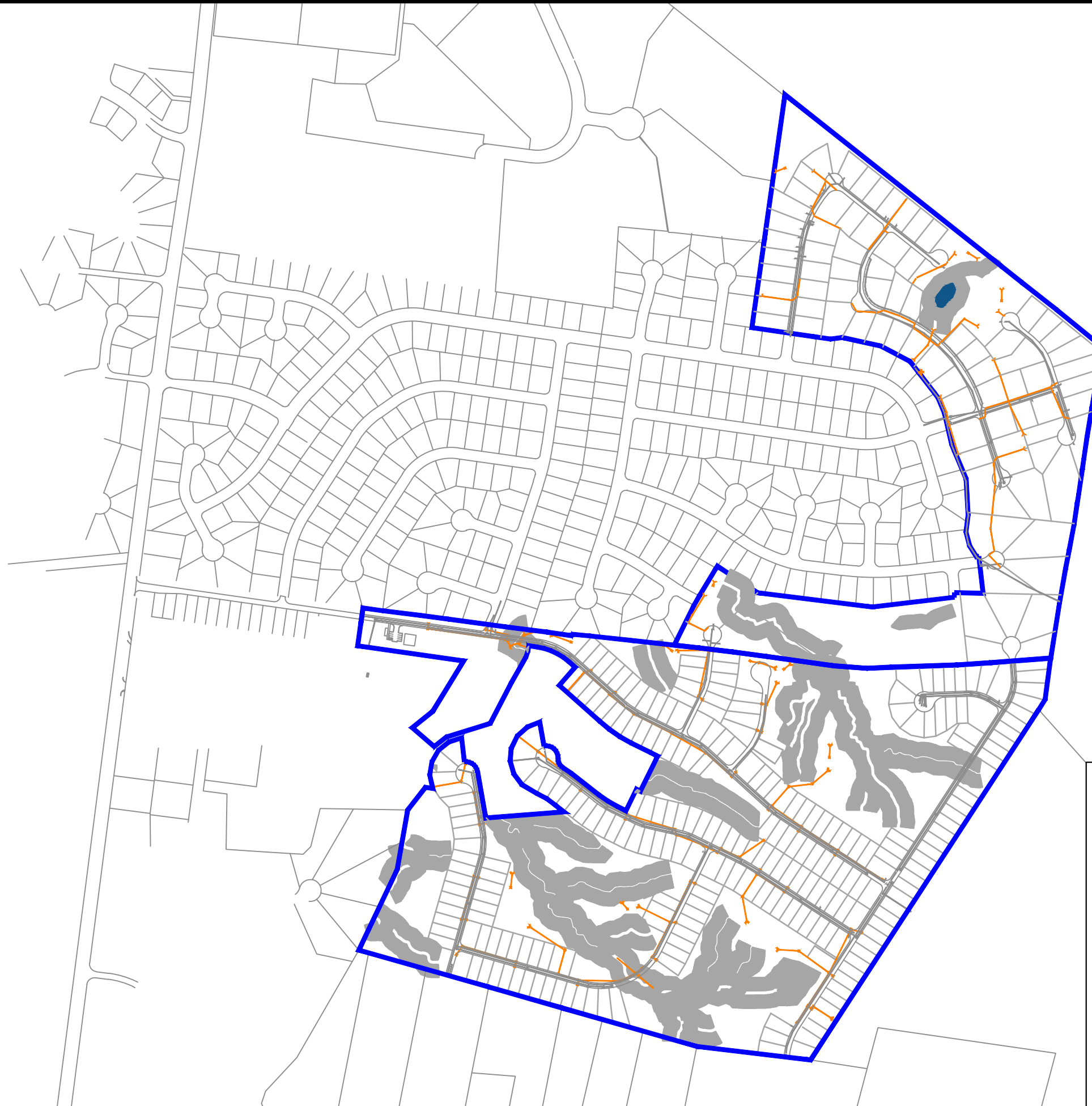
WOODLAND HILLS AND MISSION HILLS
WALDRON ROAD, LAVERGNE, TN 37086 RUTHERFORD COUNTY
ROADWAY NETWORK MAP

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DATE 02/16/2026
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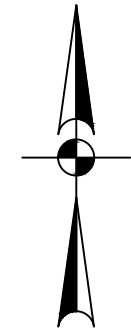
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LEGEND

-  IDD BOUNDARY
-  STORMWATER INFRASTRUCTURE
-  EXISTING PONDS



SCALE: 1"=500'

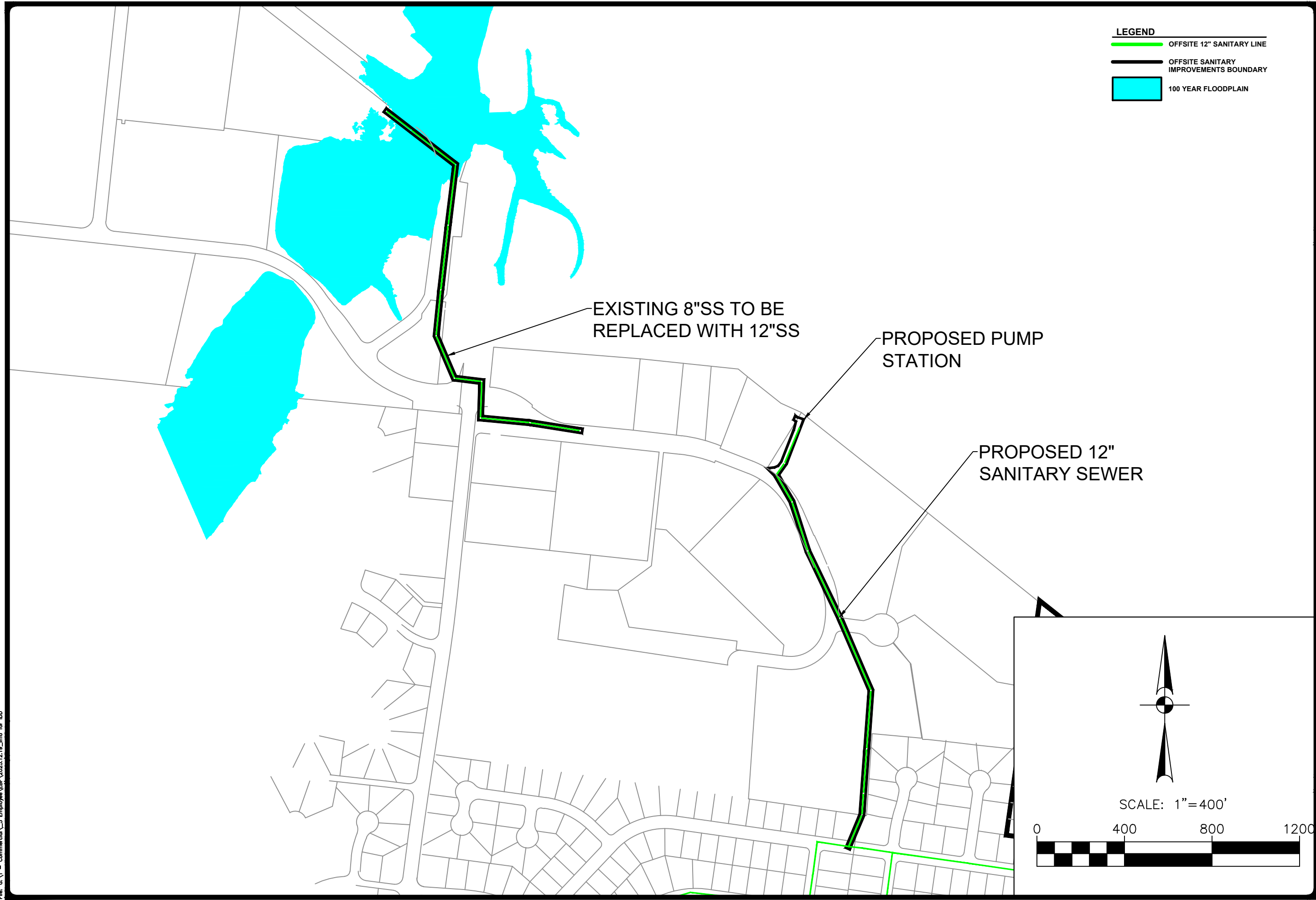


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TENNESSEE A&E PROFESSIONALS FIRM #11104

WOODLAND HILLS AND MISSION HILLS
WALDRON ROAD, LAVERGNE, TN 37086 RUTHERFORD COUNTY
STORMWATER MANAGEMENT SYSTEM MAP

JOB NO.	21300101-000
DATE	02/16/2026
DESIGNER	M. SHERIDAN
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SHEET	7

Date: January 19, 2026, 8:23 AM - User ID: BSteterson
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- LEGEND**
- OFFSITE 12" SANITARY LINE
 - OFFSITE SANITARY IMPROVEMENTS BOUNDARY
 - 100 YEAR FLOODPLAIN

WOODLAND HILLS AND MISSION HILLS
WALDRON ROAD, LAVERGNE, TN 37086 RUTHERFORD COUNTY
OFFSITE SANITARY IMPROVEMENTS

JOB NO. 21300101-000
DATE 02/16/2026
DESIGNER M. SHERIDAN
CHECKED EBF
DRAWN MCS
SHEET 8

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4088 RURAL PLAINS CIRCLE | FRANKLIN, TN 37064 | 615.244.8591
TENNESSEE A&E PROFESSIONALS FIRM #11104

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



Provided by:

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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 Allocation 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.

EXHIBIT B
DISTRICT BOUNDARIES

The District shall consist of the following parcels with the following descriptions:

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 FOR A 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 FOR A 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 FOR A 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, N 77°34'15" W FOR A DISTANCE OF 182.79' TO AN 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' TO 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 INDUSTRIAL 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 C
FORM OF INTERGOVERNMENTAL AGREEMENT

(See Attached)

49873256.2

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (this “Intergovernmental Agreement”) is dated as of _____, 2026 by and between THE CITY OF LA VERGNE, TENNESSEE (the “City”), a public corporation, and THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF LA VERGNE, TENNESSEE (the “Board”), a non-profit corporation and a public instrumentality of City of La Vergne, Tennessee.

RECITALS

The City is authorized by Tenn. Code Ann. §§ 7-84-801 et seq. (the “Special Assessment Act”) to (i) establish a real estate infrastructure development district, (ii) levy a special assessment on the properties located within the district to provide funding for the costs of the infrastructure necessary to develop the district and (iii) use the revenues from the special assessment so levied to pay debt service on bonds issued to finance such public infrastructure improvements.

Pursuant to the Special Assessment Act, the Board of Mayor and Aldermen of the City enacted Resolution No. __, (as the same may be supplemented and amended from time to time, the “Establishment Resolution”) which (i) designated an area within the City more particularly described therein to be known as the Waldron Road Infrastructure Development District (as such infrastructure development district may be amended from time to time in accordance with the Special Assessment Act and the Establishment Resolution, the “WR IDD”) as a real estate infrastructure development district under the provisions of the Special Assessment Act; and (ii) together with and as more fully detailed in the Certificate of Mayor as to Final Assessment Designation dated the date hereof, levied an assessment amount per parcel of property within the WR IDD at a fixed annual amount not in excess of \$1,550.00, over a period of not more than thirty (30) years (the “Assessment”).

Pursuant to the Special Assessment Act and the Establishment Resolution, the revenues collected from the Assessment (the “Special Assessment Revenues”) may be applied to the funding of the public infrastructure improvements (the “Projects”).

Pursuant to the Special Assessment Act and specifically Tenn. Code Ann. § 7-84-815, the City, in the Establishment Resolution, approved and requested that the Public Building Authority of Tipton County, Tennessee (the “Authority”) (i) enter into district administration agreements in compliance with the financing policies of the Authority’s LIFT Program, (ii) issue one series of bonds, notes, or other debt obligations (in any case, the “Bonds”), and (iii) enter into a loan agreement (the “Loan Agreement”) with the Board under which the Authority will loan the proceeds of the Bonds to the Board to finance the Projects, and the Board will repay the debt service on the Bonds, solely from Special Assessment Revenues.

For the purposes of funding the Projects for the benefit of the WR IDD, the Bonds will be designated Special Assessment Revenue Bonds (Waldron Road Infrastructure Development District) and issued in one series, in an aggregate principal amount of up to \$7,500,000 (the “Series 2026 Bonds”). The Series 2026 Bonds will be payable from the Special Assessment Revenues collected by the City, and the proceeds of the Series 2026 Bonds will be applied to the costs of the Projects.

Pursuant to the Special Assessment Act and Tenn. Code Ann. §§ 7-53-101 et seq. and 12-10-101 et seq., the Board is authorized to enter into the Loan Agreement with the Authority to facilitate the borrowing and the monetization of the Special Assessment Revenues on behalf of the City.

The Series 2026 Bonds will be issued pursuant to the terms of the Loan Agreement between the Board and the Authority and a Trust Indenture dated on or about _____, 2026 (the “Indenture”) between the Authority and UMB, as trustee (the “Trustee”). Pursuant to the Loan Agreement, the Board will assign to the Authority, and pursuant to the Indenture, the Authority will assign to the Trustee, the right to receive the Special Assessment Revenues collected by the City to secure payment of the Series 2026 Bonds.

Pursuant to the Special Assessment Act and the Establishment Resolution, the City is authorized to enter into this Intergovernmental Agreement and to contribute and pledge the Special Assessment Revenues to the Board to be further assigned to the Authority to provide for the payment of the Series 2026 Bonds and any other bonds issued pursuant to the Indenture.

NOW THEREFORE, for and in consideration of the foregoing Recitals and the mutual covenants and agreements set forth below, the receipt and adequacy of which is hereby acknowledged by both parties hereto, the City and Board hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.01 Definitions. Capitalized terms not defined herein shall have the meaning given such terms in the Recitals of this Intergovernmental Agreement. In addition, the following terms shall have the meanings set forth below:

- (a) “Holder,” or “holder” or “Bondholder” shall mean a holder of any Series 2026 Bonds as described in the Trust Indenture.
- (b) “Intergovernmental Agreement” means this Intergovernmental Agreement, as supplemented or amended from time to time.
- (c) “State” shall mean the State of Tennessee.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.01 Representations and Warranties by the City. The City makes the following representations and warranties:

- (a) The City is a public corporation in the State of Tennessee. The City has the power to enter into this Intergovernmental Agreement and the transactions contemplated hereunder and to carry out its obligations hereunder. The City has duly authorized the execution and delivery of this Intergovernmental Agreement.
- (b) This Intergovernmental Agreement has been duly and properly authorized, executed, sealed and delivered by the City, constitutes the valid and legally binding obligation of the City, and is fully enforceable against the City in accordance with its terms; provided, however, that the enforceability and binding nature of this Intergovernmental Agreement is subject to bankruptcy, insolvency, reorganization and other state and federal laws affecting the enforcement of creditors’ rights, and, to the extent that certain remedies under this Intergovernmental Agreement require, or may require enforcement by a court of equity, such principles of equity as the court having jurisdiction may impose.

(c) There are no proceedings pending or, to the knowledge of the City, threatened before any court or administrative agency which may affect the authority of the City to enter into this Intergovernmental Agreement, to undertake the transactions contemplated hereby or to carry out its obligations hereunder.

(d) The execution, delivery and performance by the City of this Intergovernmental Agreement do not and shall not constitute a violation or breach of or a default under any existing mortgage, indenture, contract, instrument or agreement binding on the City or affecting its property, or any provision of law or order of any court binding upon the City.

Section 2.02 Representations and Warranties by the Board. The Board makes the following representations and warranties:

(a) The Board is a non-profit corporation and a public instrumentality of City of La Vergne, Tennessee. The Board has the power to enter into this Intergovernmental Agreement and to undertake the transactions contemplated hereby and to carry out its obligations hereunder. The Board has duly authorized the execution and delivery of this Intergovernmental Agreement.

(b) This Intergovernmental Agreement has been duly and properly authorized, executed, sealed, and delivered by the Board, constitutes the valid and legally binding obligation of the Board, and is fully enforceable against the Board in accordance with its terms; provided, however, that the enforceability and binding nature of this Intergovernmental Agreement is subject to bankruptcy, insolvency, reorganization and other state and federal laws affecting the enforcement of creditors' rights, and, to the extent that certain remedies under this Intergovernmental Agreement require, or may require enforcement by a court of equity, such principles of equity as the court having jurisdiction may impose.

(c) There are no proceedings pending or, to the knowledge of the Board, threatened before any court or administrative agency which may affect the Authority of the Board to enter into this Intergovernmental Agreement, to undertake the transactions contemplated hereby or to carry out its obligations hereunder.

(d) The execution, delivery and performance by the Board of this Intergovernmental Agreement does not and shall not constitute a violation or breach of or default under the Act, any existing mortgage, indenture, contract, instrument or agreement binding on the Board or affecting its property, or any provision of law or order of any court binding upon the Board.

ARTICLE III COVENANTS AND AGREEMENTS OF THE CITY

Section 3.01 Collection of Special Assessment Revenues. The City shall comply in all material respects with the requirements of the laws of the State, the Special Assessment Act and the Establishment Resolution relating to the collection of Special Assessment Revenues. The City shall cause the Assessment to be billed to property owners at the same time and in the same manner as property taxes. The City agrees to enforce payment of the Assessment so billed, as provided by law, in a timely fashion. The collection of delinquent Assessments shall be pursued by the City in the same manner as the collection of property taxes levied by the City.

Section 3.02 Pledge and Transfer of Special Assessment Revenues. So long as the Series 2026 Bonds remain outstanding, the City hereby agrees to remit the Special Assessment Revenues so collected to the Board, to be further remitted by the Board in the manner and for the purposes described in

Article IV below. The City agrees that all Special Assessment Revenues that have then been collected and not previously transferred to the Board shall, on the 15th day of each April and October, be transferred to and deposited with the Board. Prior to such transfer, the City shall take any and all necessary steps to identify such collected Special Assessment Revenues as restricted solely for the purposes described herein, and the City shall not pledge, encumber, transfer or spend such Special Assessment Revenues. Notwithstanding the foregoing provisions of this Section 4.02 to the contrary, that portion of the Special Assessment Revenues needed to pay the Administrative Fee, as defined and subject to the limitations set forth in Section 11 of the Establishment Resolution, shall not be remitted to the Board but shall instead be withheld and applied by the City to the costs of the Administrative Fee, whether incurred by the City or the Board. Nothing herein shall preclude the Board from directing that the transfer of Special Assessment Revenues to it be accomplished by a direct transfer of such revenues by the City to a designated account established by the Authority in connection with the issuance of the Series 2026 Bonds, including the Revenue Fund described in Section 4.02 below; and the City will comply with any such directions.

Section 3.03 Preservation of WR IDD. The City will not take any action that would (i) reduce the size of the WR IDD, (ii) reduce the final, established rate of Assessment, or (iii) terminate or otherwise limit the term of the WR IDD.

Section 3.04 Continuing Disclosure; Additional Actions. The City will provide the Board with sufficient data to enable the Board and the Authority to comply with any continuing disclosure undertaking with respect to the Bonds, including without limitation information regarding the assessed value of real property within the WR IDD, and the collection of Special Assessment Revenues. The City Mayor and the City Finance Director and the other officers and employees of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all certificates which they may deem necessary or advisable in order to facilitate the issuance, sale and delivery of the Series 2026 Bonds by the Authority and the execution and delivery of the loan agreement described in Section 4.01 below.

ARTICLE IV COVENANTS AND AGREEMENTS OF THE BOARD

Section 4.01 Loan Agreement between the Authority and the Board. In connection with the issuance of the Series 2026 Bonds by the Authority, the Board hereby agrees that it will enter into a Loan Agreement with the Authority pursuant to which (a) the proceeds of the Series 2026 Bonds will be loaned by the Authority to the Board for further application to the costs of the Projects, and (b) the Special Assessment Revenues remitted by the City to the Board hereunder shall be further remitted to the Authority to provide for the payment of the Series 2026 Bonds.

Section 4.02 Establishment of Revenue Fund. The Board will request that the Authority establishes a separate and discrete fund or account (the “Revenue Fund”), which shall be held by the Trustee under the Indenture, for deposit of the Special Assessment Revenues paid to the Trustee by or on behalf of the City in accordance with this Intergovernmental Agreement, which fund will be held in trust by the Trustee, separate and apart from all other funds of the Authority, Board, the City or the Trustee.

Section 4.03 Prohibition on Actions Without the Consent of the City. Without the prior written consent of the City, the Board shall not grant any waiver, take any action, omit to take any action or, to the extent such action or omission is within the control of the Board, permit any other person or entity to take any action or omit to take any action, under any documents relating to the Series 2026 Bonds, if such waiver, action or omission would constitute or result in the sale, use, pledging or other disposition of all or any part of the Special Assessment Revenues, except to the extent that the execution and delivery of

this Intergovernmental Agreement, the establishment of the Revenue Fund under the Indenture, and the issuance of the Series 2026 Bonds constitutes a sale, use, pledging or other disposition of the Special Assessment Revenues.

ARTICLE V MISCELLANEOUS

Section 5.01 Limited Liability of the City and the Board.

(a) The Series 2026 Bonds shall be limited obligations of the Board and the Authority, the principal of, premium, if any, and interest on which are payable solely from the Special Assessment Revenues to be received by the Board from the City pursuant to this Intergovernmental Agreement, and neither the Series 2026 Bonds, nor the interest or any premium thereon, shall ever constitute an indebtedness or a charge against the general credit or taxing powers of the City or any other public body, and the Series 2026 Bonds shall not constitute an indebtedness to which the faith or credit of the City or any other public body is pledged.

(b) No provision of this Intergovernmental Agreement, or any agreement, document, instrument or certificate executed, delivered or approved by the City or the Board in connection with the issuance, sale, delivery or administration of the Series 2026 Bonds shall require the City or the Board to expend or risk its own general funds, the obligations and liabilities of the City or the Board under this Intergovernmental Agreement or any documents related to the Series 2026 Bonds being solely the obligations and liability of the City and the Board under this Intergovernmental Agreement, which are payable solely from the Special Assessment Revenues.

(c) Neither the Holders nor any other person shall have any claim against the City or the Board or any officer, official, agent or employee of the City or the Board for damages suffered as a result of the City's or the Board's failure to perform in any respect any covenant, undertaking or obligation under this Intergovernmental Agreement or any documents relating to the Series 2026 Bonds or as a result of the incorrectness of any representation in, or omission from, any of this Intergovernmental Agreement, except to the extent that any such claim relates to the obligation of the City and the Board under this Intergovernmental Agreement to contribute Special Assessment Revenues. Nothing contained in this Intergovernmental Agreement or in any of documents related to the Series 2026 Bonds shall be construed to preclude any action or proceeding in any court or before any governmental body, agency or instrumentality against the City or the Board or any of its officers, officials, agents or employees to enforce the provisions of this Intergovernmental Agreement or any of the documents related to the Series 2026 Bonds.

Section 5.02 Waiver of Personal Liability. No officer, official, agent or employee of the City or the Board shall be individually or personally liable for the payment of any monies pursuant to this Intergovernmental Agreement or for any pecuniary liabilities whatsoever; but nothing herein contained shall relieve any such officer, official, agent or employee from the performance of any official duty provided by law or this Intergovernmental Agreement.

Section 5.03 Benefit of Intergovernmental Agreement. Except as described in Section 5.07 below, (a) nothing in this Intergovernmental Agreement, expressed or implied, is intended to give to any person other than the Board and the City any right, remedy or claim under or by reason of this Intergovernmental Agreement; and (b) any covenants, stipulations, promises or agreements in this

Intergovernmental Agreement contained by and on behalf of the City and the Board shall be for the sole and exclusive benefit of the City and Board, as applicable.

Section 5.04 Enforcement of Intergovernmental Agreement.

(a) If any material representation or warranty made herein proves to be false or misleading in any material respect when made or affirmed, no breach or violation of this Intergovernmental Agreement shall be deemed to occur unless and until written notice has been given to the party making such representation or warranty and such party has not remedied this failure or misrepresentation within a thirty (30) day period thereafter.

(b) No breach or violation of this Intergovernmental Agreement shall be deemed to occur as a result of the failure to observe or perform any covenant or agreement set forth herein unless and until written notice has been given to the party failing to observe or perform such covenant or agreement and such party has not remedied this failure within a thirty (30) day period thereafter.

(c) If a breach of this Intergovernmental Agreement is not remedied or cured within the time periods set forth in (a) and (b), the parties may take whatever action at law or in equity may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant under this Intergovernmental Agreement.

Section 5.05 Amendment. This Intergovernmental Agreement may be amended or supplemented in accordance with the Indenture by a written instrument executed by the Board and the City. Any amendment to this Intergovernmental Agreement must be made with the same formality as this Intergovernmental Agreement, and only with the approval of the Board of Mayor and Aldermen and the Board; provided, however, that consents, approvals, waivers, amendments to cure any ambiguity and other modifications of a non-substantive nature may be negotiated and granted by the City and the Board by sole action of the Mayor of the City and the Chair of the Board, or their respective designees.

Section 5.06 Severability. If any part of this Intergovernmental Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Intergovernmental Agreement shall be given effect to the fullest extent possible.

Section 5.07 Third-Party Beneficiary. The City and the Board acknowledge and agree that the Authority is an intended and expressed third-party beneficiary of this Agreement and that the Authority may rely upon and enforce all of the representations, warranties, and covenants set forth in this Agreement.

Section 5.08 Assignment. This Intergovernmental Agreement may not be assigned by either party without the prior written consent of the other party and the Trustee, except that the Board may freely assign its rights hereunder to the Authority to secure the payment of the Series 2026 Bonds.

Section 5.09 Counterparts. This Intergovernmental Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 5.10 Effective Date; Termination. This Intergovernmental Agreement shall be effective as of the date of issuance of the Series 2026 Bonds and shall terminate on the date as of which no Series 2026 Bonds remain outstanding.

Section 5.11 Applicable Law. This Intergovernmental Agreement shall be construed and enforced pursuant to the laws of the State.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date first above written.

THE CITY OF LA VERGNE, TENNESSEE

By: _____
Mayor Jason Cole

ATTEST:

Joshua Miller
City Recorder

THE INDUSTRIAL DEVELOPMENT BOARD OF THE
CITY OF LA VERGNE, TENNESSEE

By: _____
Chairman

ATTEST:

Secretary



ITEM REPORT

Board of Mayor and Aldermen

Date: April 30, 2026

Item #: 12.	Resolution #2026-14 - A Resolution for Right-of-Way and Roadway Acceptance – Lillian Buchanan Drive and Veterans Memorial Parkway. Property located as portions of Lillian Buchanan Drive and Veterans Memorial Parkway. Requested by Hoss Mousavi. (This received a favorable recommendation from the Planning Commission on March 31, 2026.)		
Department:	Engineering	Presented By:	Gary Lide
Item Attachments:	1. Resolution #2026-14		

Purpose:

This resolution will formally accept property located as portions of Lillian Buchanan Drive and Veterans Memorial Parkway into the City Roadway system.

Background:

The developer has requested that this property be accepted by the city. On March 31, 2026, the Planning Commission sent a favorable recommendation to the Board of Mayor and Alderman that this request be approved. If this resolution is approved, the developer will have to submit a form of irrevocable dedication and a one-year maintenance bond within 15 days of BOMA approval.

Financial Summary:

At this time, there is no financial impact to the city. Once the one-year maintenance period ends, the city will be required to maintain the infrastructure.

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2026-14

A RESOLUTION TO ACCEPT PROPERTY LOCATED AS PORTIONS OF LILLIAN BUCHANAN AND VETERANS MEMORIAL PARKWAY AS CITY RIGHT-OF-WAY AND ROADWAY).

WHEREAS, the City of La Vergne Planning Commission has approved property located as portions of Lillian Buchanan Drive and Veterans Memorial Parkway be accepted into the Right-of-Way and Roadway for Lillian Buchanan Drive and Veterans Memorial Parkway; and

WHEREAS, the City of La Vergne Planning Commission, on March 31, 2026, made a favorable recommendation to the Board of Mayor and Aldermen that this Right-of-Way and Roadway be accepted; and

WHEREAS, this Right-of-Way and Roadway have been built, and all public improvements have been inspected to ensure that it has been built according to the plans approved by the Planning Commission.

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

SECTION 1. That the property located as portions of Lillian Buchanan Drive and Veterans Memorial Parkway, and its public improvements, be accepted by the City of La Vergne.

SECTION 2. This resolution shall take effect immediately, the public welfare requiring it.

Resolved this the 7th day of May, 2026.

Jason Cole, Mayor

ATTEST:

Joshua Miller, City Recorder



AREA TO BE ACCEPTED

AREA TO BE ACCEPTED

RICHLAND LLC STREET ACCEPTANCE LIMITS



ITEM REPORT

Board of Mayor and Aldermen

Date: April 30, 2026

Item #: 13.	Resolution #2026-15 - 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 #2026-15		

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.

On April 07, 2026, the Board of Mayor and Aldermen approved Resolution #2026-12 which added tracts to the Exhibit 1 document that had been approved with Resolutions #2025-04, #2025-07, #2025-17, #2025-26, and #2026-06.

JMT, Inc. is now ready to begin the next batch which gets the acquisition into the third phase of the acquisitions. There are three tracts still outstanding after this resolution. 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 \$4,171,930.00. This latest Exhibit 1 adds \$88,880.00 and creates a total value for all

batches to date of \$4,260,810.00. (See Exhibit 1)

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2026-15

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, February 3, and April 7, 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 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 requiring it.

Resolved this the 7th day of May, 2026.

Jason Cole, Mayor

ATTEST:

Joshua Miller, City Recorder

EXHIBIT 1

Waldron Road ROW - Phase 3 Batch 3

Tract #	Property Owners	Tax Map	Property Address	Appraised Value	30-day 10% sign bonus	Total Amount Due Owner
81	Jason Sandlin	029J-A-021.00	731 Waldron Road, LaVergne, TN 37086	\$15,800.00	\$1,580.00	\$17,380.00
82A	David & Nancy Starnes Pierce	029-022.14	East side of Waldron Road; ±0.75 miles south of I-24	\$42,500.00	\$4,250.00	\$46,750.00
82B/82C	Meritage Homes of Tennessee Inc.	029J-B-001.01 & 029J-B-015.02	Northeast and southeast quadrants of Waldron Rd. at Vanguard Dr.	\$550.00	\$55.00	\$605.00
86	Linda Binkley	029G-E-014.02	713 Waldron Road, LaVergne, TN 37086	\$21,950.00	\$2,195.00	\$24,145.00
Total Phase 3 Batch 3				\$80,800.00	\$8,080.00	\$88,880.00

Exhibit 2
City of La Vergne Tennessee
Professional Services Agreement

Section 1 - Scope

1.01 Overview

Consultant shall provide, either through own or contracted forces, the scope of services defined in Exhibit "A" of this agreement related to the project described as "Right-of-Way Acquisition Consulting for South Waldron Road Widening".

Section 2 - Compensation

2.01 Not to Exceed

The total contract amount shall not exceed one million four hundred seventy five thousand three hundred Dollars and zero Cents (\$1,475,300).

2.02- Basis of Compensation

- A. Consultant shall be compensated for work performed on a time and materials fee basis per the consultant's fee schedule, attached to this document as Exhibit "B".
- B. Consultant shall be compensated for material expenses such as printing, travel, etc. as shown in the consultant's fee schedule, attached to this document as Exhibit "B".
- C. Despite referencing the fee schedule, no payment beyond the amount shown in Section 2.01.A will be authorized without an approved change order from the City.
- D. Consultant is responsible for all compensation to sub-contracted firms and individuals, according to the scope of services and fee schedules shown in exhibits "A" and "B" respectively.

2.03- Change Orders

- A. The not to exceed price may only be modified by a change order approved by the City Board of Mayor and Aldermen.
- B. Change orders will only be considered after notification by the Contractor that an increase in the cost ceiling will be required in such cases where the scope changes due to request by the City, project conditions, or significant variation from the needed services is encountered.
- C. Change order pricing will be calculated at the rates shown in Exhibit "B" fee schedule.
- D. Change orders will be negotiated by City staff and the Consultant to provide an equitable resolution consistent with the project intent.
- E. The City is not obligated to accept change orders and services provided outside the scope of the Contract and previously approved change orders will be done at risk to the Consultant.

Section 3 - Schedule

3.01- Schedule

- A. Consultant shall provide to the City a schedule of the services to be performed hereto attached as Exhibit "C"
- B. The Contract duration is for 730 calendar days with an anticipated date of completion of 31 December 2026.
- C. Contract duration shall begin on the date that Notice to Proceed is issued by the City to the consultant
- D. The Contract duration and schedule may be modified by mutual agreement by both the City and Consultant if there is no change in the contract amount. Agreement is to be documented with a change order signed by the City's project manager and an authorized employee of the Consultant.
- E. If the Contract duration and schedule change results in a change in the contract amount, Consultant must seek a change order pursuant to section 2.03.

3.02 - Notice to Proceed

- A. A Notice to Proceed will be issued by the City project manager after the contract is executed by both the City and the Consultant
- B. Prior to Notice to Proceed, Consultant attend a meeting with the City and the City's Design Engineer to discuss dates of availability of legal descriptions and legal exhibits
- C. Notice to proceed date will be determined based on the dates of availability of legal descriptions and legal exhibits which will be provided by the city
- D. Other than preparing for and attending the meeting described in item 3.02 B above, Services provided prior to the notice to proceed will be done at risk to the Consultant

Section 4 - Payment

4.01 - Invoices

- A. Consultant shall prepare and submit invoices to the City project manager on a monthly basis beginning on the first full calendar month after notice to proceed is issued, a copy will also be sent to the City finance department as well.
- B. Invoices will include the following:
 - 1. Project Name
 - 2. Name, address, contact number, and email for consultant
 - 3. Not to exceed amount, adjusted for change orders
 - 4. Cumulative paid
 - 5. Current Billing
 - 6. Percent complete per task as described in exhibit "B"
 - 7. Invoice date
 - 8. Signature block for Consultant project manager

9. Signature block for City project manager
10. One page work summary narrative that outlines progress, project needs, deliverables, schedule updates, and other relevant information

4.03- Payment

- A. City will pay approved invoices within thirty (30) days of receipt
- B. Invoices more than thirty (30) days past due may have finance fee of 1% applied, fee must be included on new invoice documenting past due status, and fee will not count against the not to exceed amount shown in 2.01.A.
- C. Payment for services/materials rendered does not constitute complete acceptance of work performed, only acknowledgement that work was performed on the City's behalf
- D. If City fails to pay within sixty (60) days of invoice receipt the Consultant may suspend services until past due balances are paid
- E. Payment will not be subject to discount unless approved by both the City and the Consultant

4.04 Disputed Invoices

- A. If for any reason the City disputes an invoice, the City will notify the Consultant within fourteen (14) calendar days by email or letter stating the disputed items and amounts
- B. The City will pay non-disputed invoiced amounts in accordance with section 4.03

Section 5 - Consultants Responsibilities

5.01- Standard of Care

- A. Consultant will provide services in accordance with established precedent, procedure, and professional judgment in accordance with the standard of care and skill exercised by their profession performing its services with that degree of care skill exercised by similar professionals performing similar services at the same time and in the same locale.
- B. Consultant will act in a professional manner while undertaking work upon the City's behalf
- C. Consultant will communicate frankly and honestly with City staff and elected officials
- D. Consultant will not hold the City responsible for the technical accuracy of Consultant deliverable, Consultant will correct deficiencies in technical accuracy without additional compensation

5.02- Work by Others

- A. Consultant will hold all sub-consultants, contractors, and manufacturers to the same standard to which they are held, and will be accountable for their conduct and deliverables

- B. Consultant may rely upon the services performed by others as ordinarily or customarily furnished, however this will not relieve the consultant of their responsibilities regarding technical accuracy and professional conduct

5.03- Compliance

- A. Consultant will comply with applicable local, state, and federal laws in regards to the performance of this Agreement
- B. Consultant will comply with any and all policies, procedures, and instructions from the City that are applicable to the Consultant's performance under this agreement to the extent that compliance does not violate the standard of care, any local, state, or federal law, and the standards of professional practice

Section 6- City's Responsibilities

6.01-Project Manager

- A. City will provide a project manager whom will act as the City's representative in regards to the Agreement. The project manager for this project will be the City of La Vergne Stormwater Coordinator.
- B. The City project manager will assist in scheduling required meetings with staff and elected officials
- C. The City project manager will review invoices, project submittals, and provide timely feedback
- D. The City project manager will work with the Consultant to arrange access necessary for the advancement of work, such as site visits, city databases, and records to which the city has existing arrangements to utilize

6.02- Information

- A. City will furnish any reasonably available information regarding the services provided in a timely manner when requested by the Consultant
- B. City will provide any policies, procedures, design requirements, or instructions necessary for the work in a timely manner

6.03- Compliance

- A. City will comply with applicable local, state, and federal laws and regulations

Section 7- Work Products

7.01- Deliverables

- A. Any study, report, plan, specification, design, map, or other project deliverable both in hard copy and digital formats shall be the property of the City. Any reuse of such documents by City or others on any project other than the project which is the subject

of this Agreement is not advised and shall be done without warranty, representation, or liability to any extent whatsoever on the part of Consultant.

- B. The City may share as necessary any project deliverable as required by the Freedom of Information Act if requested through proper channels
- C. Consultant may re-use, duplicate, modify, or share work products upon completion unless the sharing of work products presents a security or safety hazard to the City

Section 8- Insurance

8.01- Requirements

- A. Consultant will maintain insurance coverage with the following minimum limits
 1. Commercial General Liability with standard ISO coverage, two million dollars (\$2,000,000) aggregate and one million dollars (\$1,000,000) per occurrence
 2. Automobile Liability Insurance with standard ISO coverage and combined single limits of one million dollars (\$1,000,000)
 3. Worker's Compensation Insurance with limits as required by statute and Employer's Liability insurance with limits of five hundred thousand dollars (\$500,000) per employee for bodily injury by accident, five hundred thousand dollars (\$500,000) per employee for bodily injury by disease, and five hundred thousand dollars (\$500,000) policy limit for disease
 4. Professional Liability Insurance covering Consultant's negligent acts, errors, or omissions in performance of professional services with available limits of two million dollars (\$2,000,000) per claim and annual aggregate

8.02- Proof of Coverage

Consultant will provide certificate(s) of insurance attached to this Agreement as Exhibit "D" showing policy limits as described in 8.01.A of this Agreement

8.03- Coverage of the City

Consultant will have the City endorsed as an additional insured party to the Consultants commercial general liability policy, which shall be primary and noncontributory

Section 9- Indemnification

9.01- Consultant Obligation

Consultant will, to the fullest extent permitted by law, indemnify and hold harmless the City, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by Consultants negligent act, error, or omission in their performance of professional services and the scope included in Exhibit "A" of this agreement

Section 10- Termination and Suspension

10.01- Suspension

- A. The City may suspend the work specified in this Agreement for up to ninety (90) days upon providing fourteen (14) calendar day notice to the Consultant
- B. The Consultant may suspend work if the City fails to pay for invoiced services pursuant to section 4.03.D of this agreement

10.02- Termination for Cause

- A. Either the City or the Consultant may terminate the Agreement for cause with thirty (30) days written notice in the event of substantial failure by either party to perform in accordance with the terms of the Agreement through no fault of the terminating party
- B. The City may terminate the Agreement for cause with seven (7) days' notice in the event that the Consultant has performed an illegal, unethical, or negligent act that significantly impacts the ability of the City and Consultant to continue work together in good faith

10.03- Termination for Convenience

The City may unilaterally terminate the Agreement with or without cause with thirty (30) days' notice

10.04- Payment following termination

- A. Necessary work to demobilize, consolidate, summarize, or deliver project deliverables following termination may be invoiced to the City
- B. All work previously completed in accordance with the scope shown in Exhibit "A" or under an approved change order may be invoiced and will be paid pursuant to section 4.03
- C. The final invoice following termination, hereinafter referred to as the "termination invoice" shall be provided no later than forty-five (45) days following receipt of the termination notice by either party
- D. The termination invoice shall follow the rate schedule shown in Exhibit "B"

Section 11- Controlling Law and Dispute Resolution

11.01- Remedies.

In the event of any breach of this Agreement, the parties shall have all rights and remedies available under applicable law, whether at law or in equity, including without limitation the right to seek specific performance of the obligations under this Agreement, and the right to seek monetary damages. No remedy or election hereunder shall be deemed exclusive, but shall, wherever possible, be cumulative with all other remedies at law or in equity. The election of any one or more remedies

by either party shall not constitute a waiver of the right to pursue other available remedies.

11.02- Governing Law, Jurisdiction and Venue.

This Agreement shall be governed by, and construed in accordance with, the laws of the state of Tennessee, excluding its conflict of law principles. Any legal action or proceeding with respect to this Agreement shall be brought in either the Circuit or Chancery Court of Tennessee for Rutherford County at Murfreesboro and, by execution of this Agreement, each party irrevocably submits to and accepts the jurisdiction of these courts in any legal action or proceedings. Each party also irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of venue of any legal action or proceedings brought in any such court and any claim that any action or proceeding brought in such a court has been brought in an inconvenient forum.

Section 12- Assignment, Bind Effect, Severability

12.01- Assignment

Neither party to this Agreement may assign its duties, interests, rights, benefits and/or obligations under this Agreement, in whole or in part, without the other party's prior written consent

12.01- Binding Effect

City and Consultant are hereby bound and the successors, executors, administrators, and legal representatives of both parties are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assignees) of such other party, in respect of all covenants, agreements, and obligations of this Agreement

12.02- Severability

If any Section or provision of this Agreement is held to be invalid or void, the other Sections and provisions of this agreement shall remain in full force and effect to the greatest extent possible and all remaining sections or provisions construed so that they are as consistent with both parties' intents as possible

Section 13- Force Majeure

13.01- Force Majeure

Either party of this agreement shall be excused from any delays and/or failures in performance to the terms of this Agreement that arise from events beyond the reasonable control of either party, including but not limited to Acts of God, Forces of Nature, Civil Riot or Unrest, Unforeseen Governmental Action, Terrorism. Affected

party will attempt to remedy to the extent possible said failures or delays and recommence under the terms of this agreement within a reasonable time of such remedy.

Section 14- Entire Agreement and Amendment

14.01- Entire Agreement

- A. This Agreement and the exhibits named herein represent the entire agreement between the City and the Consultant and supersede all prior negotiations, understandings, or agreements
- B. In the event of a discrepancy between this agreement and the exhibits or appendices attached hereto, then the agreement shall govern

14.02- Amendment

- A. Any amendment to this Agreement must be made in writing and signed by all parties prior to the performance of any terms or conditions contained in said amendment
- B. This agreement cannot be modified through a change order or contract modification unless the Section of this agreement being modified is clearly called out with the full narrative of the portion being modified provided with both the existing and proposed wording

The undersigned have duly executed and delivered this Agreement, and hereby declare that they have read, understand, and agree to each and every term, condition and covenant contained in this agreement and in any document incorporated by reference.



City of La Vergne

By: Jason Cole
Mayor

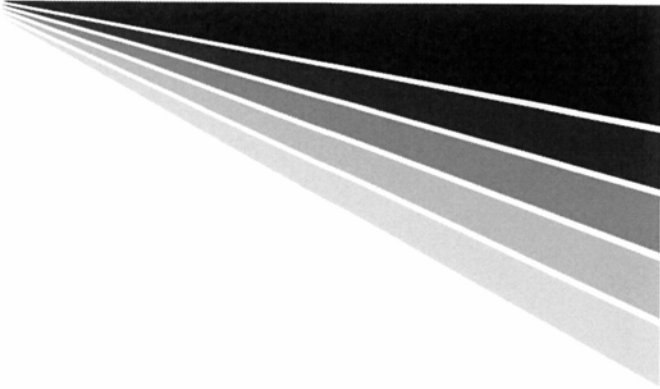


JMT - Johnson, Mirmiran & Thompson, Inc.

By: DAN L. HALL

SENIOR VICE PRESIDENT

EXHIBIT A
SCOPE OF SERVICES



August 19, 2024

Gary Lide, PE
Director of Engineering
City of La Vergne
Engineering Department
5175 Murfreesboro Road
La Vergne, TN 37086

**Re: Waldron Road Widening Project
Right-of-Way Acquisition Scope of Services**

Dear Gary:

Johnson, Mirmiran & Thompson, Inc. (JMT) is pleased to submit this scope of work and fee estimate for the Right-of-Way Acquisition of the Waldron Road Widening Project within the City of LaVergne, Tennessee.

Right-of-Way Acquisition Scope of Services

We will provide the manpower and management to help perform the right-of-way (ROW) acquisition services for the widening of Waldron Road, a locally funded project. This will include coordination with the City, title reports, appraisals, negotiations, closings, and file management. All acquisition services will conform with the Uniform Act. The following acquisition services will be provided for 124 tracts broken into three phases (see attached spreadsheet for breakdown of tracts):

Titles and Closings

- We are pleased to utilize Brenda Lehman for the title reports and deed recordings and closings.

Appraisals

- We will utilize Boozer & Company, P.C., and his well-established appraisal firm for the appraisals.
- We have determined that a Market Data Brochure is not necessary since there are no Nominal Payment Parcels (NPPs) and the market data will require updating constantly given the size and length of the project.
- Appraisal reports for property owners with multiple tracts will be provided at the same time to expedite negotiations.
- Appraisals will be completed in batches of 10-15 per batch.

Land Acquisition Document

- Upon completion of appraisals, a land acquisition document will be completed for the purposes of identifying amount due owner for City approval as well as offer documentation. Due to time sensitivity, these land acquisition documents will be submitted in batches of 10-15 tracts at a time. This is the only possible way to complete this high number of tracts.

-
- Once the land acquisition document is approved/executed by the City, JMT will be ready to make the offers.

Negotiations

- It is assumed that the City and Ragan-Smith will be responsible for the staking for ROW appraisals and negotiations.
- The City will provide JMT a copy of the plan set for each tract, which contains a property map and acquisition table and individual easement exhibits and legal descriptions for each tract (not yet received). These files will be updated periodically throughout the project by the City.
- Upon receipt of Title Reports, JMT will send Notice of Proposed Acquisition letters to property owners.
- JMT will follow all current guidelines when meeting and negotiating with property owners. We will meet with property owners no more than three (3) times and make contact via trackable shipping and phone/email as needed. JMT will perform due diligence to contact each property owner. Should all resources be exhausted, the City will assist in finding contact info for unfound property owners.
- JMT will negotiate ROW and easements as shown in the most-current plan set.
- JMT will use standard forms with City titles for all letters, forms, and negotiations with property owners.
- We will allow a 30-day negotiation period. We will offer a 10% bonus to all owners who are willing to agree and sign within that 30-day period. Any negotiations that exceed 30 days will be sent to condemnation.
- It is assumed, based on our review of the plans and parcels, none of these tracts will fall under NPP.

Relocation/Misc Move Scope of Services

We understand this project will likely include miscellaneous moves and salvage value items. We will provide the manpower and management to help perform any move services or retention of salvage items, which will include coordination with the City, negotiations, and file management. All acquisition services will conform with the Uniform Act for ROW acquisition. This proposal is based on the assumption only miscellaneous moves will be included and no relocations will be necessary.

Project and File Management

- JMT will maintain frequent communication and coordination with the City's Project Manager, appraiser, attorneys, and other team members by phone and email as appropriate.
- Coordination meetings with the ROW team and the City will be provided on a monthly basis during the active acquisition process.
- JMT will submit regular progress reports to Project Manager. These updates will include a link to a shareable interactive tool for progress on each tract.
- JMT will maintain electronic files of all necessary and proper files, according to the Uniform Act. Upon completion of the project, these files will be given to the City for their use/verification purposes.

Schedule

-
- 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

Tract	Current Use	Site Size	Title Report	Phase One			Notes
				Appraisal	Negotiations	Closing	
3	House/Residential	11 ac	Y	FPA	Y	Y	Minor acq.
4	City Owned	1,450 SF	Y	FPA	N	N	Minor acq.
5	House/Residential	1.152	Y	FPA	Y	Y	Minor acq.
6	House/Residential	8.124	Y	FPA	Y	Y	Minor acq.
7	House/Residential	5.505	Y	FPA	Y	Y	Minor acq.
8	House/Residential	0.696	Y	FPA	Y	Y	Minor acq.
9	House/Residential	4.788	Y	FPA	Y	Y	Minor acq.
10	House/Residential	0.772	Y	FPA	Y	Y	Minor acq.
11	House/Residential	0.52	Y	FPA	Y	Y	Minor acq.
12	House/Residential	0.484	Y	FPA	Y	Y	Minor acq.
13	House/Residential	4.598	Y	FPA	Y	Y	Minor acq.
14	House/Residential	0.371	Y	FPA	Y	Y	Minor acq.
15	House/Residential	0.349	Y	FPA	Y	Y	Minor acq.
16	House/Residential	0.398	Y	FPA	Y	Y	Minor acq.
17	House/Residential	0.375	Y	FPA	Y	Y	Minor acq.
18	House/Residential	0.358	Y	FPA	Y	Y	Minor acq.
19	House/Residential	0.346	Y	FPA	Y	Y	Minor acq.
20	House/Residential	3.911	Y	FPA	Y	Y	Minor acq.
22	House/Residential	0.334	Y	FPA	Y	Y	Minor acq.
23	House/Residential	0.35	Y	FPA	Y	Y	Minor acq.
24	House/Residential	0.352	Y	FPA	Y	Y	Minor acq.
25	House/Residential	9.942	Y	FPA	Y	Y	Minor acq.
26	House/Residential	0.457	Y	FPA	Y	Y	Minor acq.
27	House/Residential	0.369	Y	FPA	Y	Y	Minor acq.
28	House/Residential	0.478	Y	FPA	Y	Y	Minor acq.
29	House/Residential	6.381	Y	FPA	Y	Y	Minor acq.
30	House/Residential	7.864	Y	FPA	Y	Y	Minor acq.
31	House/Residential	1.498	Y	FPA	Y	Y	Minor acq.
32	House/Residential	0.967	Y	Formal	Y	Y	Possible proximity damage
33	House/Residential	3.201	Y	Formal	Y	Y	Possible proximity damage
34	House/Residential	7.783	Y	FPA	Y	Y	Minor acq.
35	House/Residential	1.916	Y	Formal	Y	Y	Possible proximity damage
37	School	33.848	Y	FPA	Y	Y	Minor acq.
38	Vacant Residential	11.232	Y	Vacant Formal	Y	Y	Minor acq.
39	House/Residential	0.68	Y	FPA	Y	Y	Minor acq.
40	House/Residential	2.205	Y	FPA	Y	Y	Minor acq.
41	House/Residential	4.635	Y	FPA	Y	Y	Minor acq.
42	House/Residential	11.99	Y	Formal	Y	Y	Possible proximity damage
43	House/Residential	0.359	Y	Formal	Y	Y	Possible proximity damage
44*	Vacant Residential	18.746	Y	Vacant Formal	Y	Y	Minor acq.
45*	Vacant Residential	13.939	Y	Vacant Formal	N	N	Minor acq.
46*	Vacant Residential	21.889	Y	Vacant Formal	N	N	Minor acq.
51	House/Residential	0.7	Y	FPA	Y	Y	Minor acq.
52	House/Residential	0.648	Y	FPA	Y	Y	Minor acq.
130	House/Residential	296	Y	FPA	Y	Y	Minor acq.
131	Vacant Lot	1	Y	Vacant Formal	Y	Y	Minor acq.
46			46	44	43	43	

Total - Phase One

*Tracts 44, 45, & 46 can be combined into one "Larger Parcel"

Phase Two

Tract	Current Use	Site Size	Title Report	Appraisal	Negotiations	Closing	Notes
94	House/Residential	0.316	Y	FPA	Y	Y	Minor acq.
95	House/Residential	0.321	Y	FPA	Y	Y	Minor acq.
96	House/Residential	0.356	Y	FPA	Y	Y	Minor acq.
97	House/Residential	0.628	Y	FPA	Y	Y	Minor acq.
98	House/Residential	0.301	Y	FPA	Y	Y	Minor acq.
99	House/Residential	0.352	Y	FPA	Y	Y	Minor acq.
100	House/Residential	0.348	Y	FPA	Y	Y	Minor acq.
101	House/Residential	0.272	Y	FPA	Y	Y	Minor acq.
102	House/Residential	0.289	Y	FPA	Y	Y	Minor acq.
103	House/Residential	0.26	Y	FPA	Y	Y	Minor acq.
104	House/Residential	0.358	Y	FPA	Y	Y	Minor acq.
105	House/Residential	0.346	Y	FPA	Y	Y	Minor acq.
106	House/Residential	0.28	Y	FPA	Y	Y	Minor acq.
107	House/Residential	0.323	Y	FPA	Y	Y	Minor acq.
108	House/Residential	0.256	Y	FPA	Y	Y	Minor acq.
109	House/Residential	0.397	Y	FPA	Y	Y	Minor acq.
110	House/Residential	0.299	Y	FPA	Y	Y	Minor acq.
111	House/Residential	0.314	Y	FPA	Y	Y	Minor acq.
112	House/Residential	0.26	Y	FPA	Y	Y	Minor acq.
113	house/Residential	0.266	Y	FPA	Y	Y	Minor acq.
114	House/Residential	0.389	Y	FPA	Y	Y	Minor acq.
115	Apartment	4.649	Y	FPA	Y	Y	Minor acq.
116	House/Residential	0.368	Y	FPA	Y	Y	Minor acq.
117	House/Residential	0.241	Y	FPA	Y	Y	Minor acq.
119	House/Residential	0.256	Y	FPA	Y	Y	Minor acq.
120	Vacant Industrial	2.378	Y	Vacant Formal	Y	Y	Minor acq.
121	City Owned Fire Sta	0.992	Y	FPA	N	N	Minor acq.
122	City Owned	3,743 SF	Y	Vacant Formal	N	N	Minor acq.
123	Car Wash	0.366	Y	FPA	Y	Y	Minor acq.
124	Mini Storage	1.63	Y	FPA	Y	Y	Minor acq.
125	Retail Strip Center	2.1	Y	Formal	Y	Y	Loss of Parking
126	Industrial Storage	2.42	Y	FPA	Y	Y	Minor acq.
127	Retail Strip Center	1.15	Y	Formal	Y	Y	Loss of Parking
128	Dollar General	2.05	Y	FPA	Y	Y	Minor acq.
129	Mapco	0.7	Y	FPA	Y	Y	Minor acq.
134	House/Residential	0.47	Y	FPA	Y	Y	Minor acq.
135	House/Residential	0.24	Y	FPA	Y	Y	Minor acq.
136	House/Residential	0.37	Y	FPA	Y	Y	Minor acq.
141	House/Residential	0.44	Y	FPA	Y	Y	Minor acq.
142	House/Residential	0.35	Y	FPA	Y	Y	Minor acq.
144	House/Residential	0.31	Y	FPA	Y	Y	Minor acq.
41			41	41	39	39	

Total - Phase Two

Phase Three

Tract	Current Use	Site Size	Title Report	Appraisal	Negotiations	Closing	Notes
57	House/Residential	4.156	Y	FPA	Y	Y	Minor acq.
58	House/Residential	0.677	Y	FPA	Y	Y	Minor acq.
59	House/Residential	0.681	Y	FPA	Y	Y	Minor acq.
60	House/Residential	0.663	Y	FPA	Y	Y	Minor acq.
61	House/Residential	0.688	Y	FPA	Y	Y	Minor acq.
62	Vacant Residential	7.808	Y	Vacant Formal	Y	Y	Minor acq.
63	House/Residential	3.514	Y	FPA	Y	Y	Minor acq.
64	House/Residential	0.688	Y	FPA	Y	Y	Minor acq.
65	Vacant Residential	0.83	Y	Vacant Formal	Y	Y	Minor acq.
66	House/Residential	0.675	Y	FPA	Y	Y	Minor acq.
67	House/Residential	0.713	Y	FPA	Y	Y	Minor acq.
68	House/Residential	0.753	Y	FPA	Y	Y	Minor acq.
69	House/Residential	0.622	Y	FPA	Y	Y	Minor acq.
70	Vacant Residential	5.917	Y	Vacant Formal	Y	Y	Minor acq.
71	House/Residential	2.843	Y	FPA	Y	Y	Minor acq.
72	House/Residential	1.071	Y	Formal	Y	Y	Possible proximity damage
73	House/Residential	0.69	Y	FPA	Y	Y	Minor acq.
74	House/Residential	8.81	Y	FPA	Y	Y	Minor acq.
75	House/Residential	0.686	Y	FPA	Y	Y	Minor acq.
76	House/Residential	0.69	Y	FPA	Y	Y	Minor acq.
77	Vacant Residential	2.303	Y	FPA	Y	Y	Minor acq.
78	House/Residential	0.652	Y	FPA	Y	Y	Minor acq.
79	House/Residential	0.616	Y	FPA	Y	Y	Minor acq.
80	House/Residential	2.351	Y	FPA	Y	Y	Minor acq.
81	House/Residential	0.622	Y	FPA	Y	Y	Minor acq.
82	Vacant Residential	122.437	Y	Vacant Formal	Y	Y	Minor acq.
83	House/Residential	5.539	Y	FPA	Y	Y	Minor acq.
84*	House/Residential	2.777	Y	FPA	Y	Y	Minor acq.
85*	Vacant Residential	7.755	Y	FPA	N	N	Minor acq.
86	House/Residential	0.397	Y	FPA	Y	Y	Minor acq.
87	House/Residential	0.433	Y	FPA	Y	Y	Minor acq.
88	House/Residential	0.337	Y	FPA	Y	Y	Minor acq.
89	House/Residential	0.344	Y	FPA	Y	Y	Minor acq.
90	House/Residential	0.23	Y	FPA	Y	Y	Minor acq.
91	House/Residential	0.296	Y	FPA	Y	Y	Minor acq.
92	House/Residential	0.551	Y	FPA	Y	Y	Minor acq.
93	House/Residential	0.234	Y	FPA	Y	Y	Minor acq.
37			37	36	36	36	

Total - Phase Three

*Tracts 84 & 85 can be combined into one "Larger Parcel"

EXHIBIT B

CONSULTANT'S FEE SCHEDULE

JMT
750 Old Hickory Blvd, Suite 1-120, Brentwood, TN 37027

Johnson, Mirmiran & Thompson, (JMT) will provide professional engineering services at an hourly rate for each classification as follows:

<u>Job Classification</u>	<u>Hourly Rate</u>
Principal	\$250.00
Senior Project Manager II	\$220.00
Senior Project Manager I	\$205.00
Project Manager II	\$185.00
Project Manager I	\$160.00
Senior Licensed Design Professional	\$175.00
Licensed Professional II	\$150.00
Licensed Professional I	\$125.00
Construction Engineer II	\$140.00
Construction Engineer I	\$115.00
Graduate Engineer (EIT)	\$110.00
Senior Designer II	\$165.00
Senior Designer I	\$135.00
CADD Technician IV	\$110.00
CADD Technician III	\$95.00
CADD Technician II	\$80.00
CADD Technician I	\$65.00
CEI Technician IV	\$120.00
CEI Technician III	\$100.00
CEI Technician II	\$85.00
CEI Technician I	\$65.00
Clerical Administration II	\$80.00
Clerical Administration I	\$65.00
ROW Agent III	\$145.00
ROW Agent II	\$105.00
ROW Agent I	\$90.00
Survey Party (3-Man or 2-man w/Robotic or GPS)	\$225.00
Survey Party (2-man)	\$165.00
Survey Party (1-man w/Robotic or GPS)	\$110.00
Conductive Locator (1-Man)	\$115.00
Ground Penetrating Radar (1-Man)	\$135.00
Vacuum Excavation (2-Man)	\$290.00

The above rates would be full compensation, including fringe benefits and overhead items for each hour worked by an employee; except the following expenses properly chargeable to the project, which would be reimbursed at cost:

- 1) Printing, reproduction, photography or special material for said project.
- 2) Travel expenses outside of the Middle TN area.
- 3) Other consultant fees as approved by the Owner.

EXHIBIT C

TIME SCHEDULE

The JMT team understands the time sensitivity of this project. From the Notice to Proceed for ROW Acquisition, we expect to complete the ROW Acquisition for Phase 1 within 12 months, Phase 2 within 18 months, and Phase 3 within 24 months.

EXHIBIT D

CONSULTANT'S CERTIFICATE OF INSURANCE

To be provided upon NTP – JMT will meet requirements set forth in this contract.



ITEM REPORT

Board of Mayor and Aldermen

Date: April 30, 2026

Item #: 14.	Resolution #2026-16 - A Resolution of the City of La Vergne to Adopt Revised Impact Fee Rates to be Effective July 1, 2026.		
Department:	City Administrator	Presented By:	Bruce Richardson
Item Attachments:	1. Resolution #2026-16		

Purpose:

This is a resolution to start the process of adopting revised impact fee rates that will be effective on July 1, 2026.

Background:

In 2023, the Board approved Ordinance #2023-25, which added a provision to the Impact Fee Ordinance to allow for an automatic adjustment to the impact fees each year. The adjustment would allow for construction cost inflation each year. This year, the difference in the Construction Cost Index that is published by Engineering News is 2.60532%. Exhibit A in the Resolution shows the calculations and what the proposed impact fees will be after the adjustment.

This resolution states that the adjusted rates be placed in the fee schedule that will be adopted along with the budget ordinance. That ordinance will become effective on July 1, 2026.

Financial Summary:

The impact fee rates will be increased by 2.60532% as shown in Exhibit A of the Resolution. This will generate additional revenues for the different impact fee funds to help offset the additional costs required to make improvements or purchase equipment needed for the Parks Department, Street Department, Police Department and Fire Department.

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2026-16

A RESOLUTION OF THE CITY OF LA VERGNE TO ADOPT REVISED IMPACT FEE RATES TO BE EFFECTIVE JULY 1, 2026.

WHEREAS, the City of La Vergne has established Park Impact Fees, Road Impact Fees, Police Impact Fees, and Fire Impact Fees; and

WHEREAS, Ordinance #2023-25 amended Ordinance #2020-18 as amended by Ordinance #2021-37 by adding a new Section 11(m) to allow for Automatic Indexing For Inflation; and,

WHEREAS, this new section allows the impact fees adopted by the Board of Mayor and Aldermen to be adjusted to account for construction cost inflation on July 1 following each year in which the fees were not comprehensively updated based on a new impact fee study; and,

WHEREAS, the existing impact fees will be multiplied by the ratio of the Engineering News-Record Construction Cost Index for the most recent month for which the index is available to the index for the same month of the previous year and to adjust the fee schedule with the impact fees being rounded to the nearest whole dollar increment to become effective on July 1 of each year.

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

1. The impact fees listed in the City of La Vergne Fee Schedule be adjusted as attached in Exhibit A, be placed in the budget ordinance to be adopted and effective on July 1, 2026.

Resolved this the 7th day of May, 2026.

Jason Cole, Mayor

ATTEST:

Joshua Miller, City Recorder

Construction Cost Index

Exhibit A

New Index - April 2026	14157.77
Last Year Index - April 2025	13798.28
Difference in Indexes	359.49
Difference divided by Older Index	0.0260532
Percentage Change in Indexes	2.60532

● Impact Fees	2026 - 2027		2025 - 2026	
* Fire Impact Fees	Maximum Fee per Unit	100% Assessment Rate	Maximum Fee per Unit	100% Assessment Rate
Land Use Type (Unit)				
- Day Care Center (per 1,000 sf)	\$65	\$65	\$63	\$63
- Elementary/High School (per 1,000 sf)	\$65	\$65	\$63	\$63
- Hospital (per 1,000 sf)	\$65	\$65	\$63	\$63
- Industrial (per 1,000) sf	\$45	\$45	\$44	\$44
- Mini-Warehouse (per 1,000 sf)	\$18	\$18	\$18	\$18
- Mobile Home Park (per Pad)	\$198	\$198	\$193	\$193
- Multi-Family (per Dwelling)	\$165	\$165	\$161	\$161
- Nursing Home (per 1,000 sf)	\$65	\$65	\$63	\$63
- Office/Institutional (per 1,000 sf)	\$105	\$105	\$102	\$102
- Place of Worship (per 1,000 sf)	\$65	\$65	\$63	\$63
- Retail/Commercial (per 1,000 sf)	\$109	\$109	\$106	\$106
- Single-Family Detached (per Dwelling)	\$219	\$219	\$213	\$213
- Warehouse (per 1,000 sf)	\$18	\$18	\$18	\$18
* Park Impact Fee	Maximum Fee per Unit	100% Assessment Rate	Maximum Fee per Unit	100% Assessment Rate
Land Use Type (Unit)				
- Mobile Home Park (per Pad)	\$1,221	\$1,221	\$1,190	\$1,190
- Multi-Family (per Dwelling)	\$1,007	\$1,007	\$981	\$981
- Single-Family Detached (per Dwelling)	\$1,341	\$1,341	\$1,307	\$1,307
* Police Impact Fees	Maximum Fee per Unit	100% Assessment Rate	Maximum Fee per Unit	100% Assessment Rate
Land Use Type (Unit)				
- Day Care Center (per 1,000 sf)	\$170	\$170	\$166	\$166
- Elementary/High School (per 1,000 sf)	\$170	\$170	\$166	\$166
- Hospital (per 1,000 sf)	\$170	\$170	\$166	\$166
- Industrial (per 1,000) sf	\$120	\$120	\$117	\$117
- Mini-Warehouse (per 1,000 sf)	\$50	\$50	\$49	\$49
- Mobile Home Park (per Pad)	\$521	\$521	\$508	\$508
- Multi-Family (per Dwelling)	\$432	\$432	\$421	\$421
- Nursing Home (per 1,000 sf)	\$170	\$170	\$166	\$166
- Office/Institutional (per 1,000 sf)	\$277	\$277	\$270	\$270
- Place of Worship (per 1,000 sf)	\$170	\$170	\$166	\$166
- Retail/Commercial (per 1,000 sf)	\$286	\$286	\$279	\$279
- Single-Family Detached (per Dwelling)	\$576	\$576	\$561	\$561
- Warehouse (per 1,000 sf)	\$50	\$50	\$49	\$49
* Road Impact Fees	Maximum Fee per Unit	70% Assessment Rate	Maximum Fee per Unit	70% Assessment Rate
Land Use Type (Unit)				
- Day Care Center (per 1,000 sf)	\$4,632	\$3,242	\$4,514	\$3,160
- Elementary/High School (per 1,000 sf)	\$1,744	\$1,221	\$1,700	\$1,190
- Hospital (per 1,000 sf)	\$4,347	\$3,043	\$4,237	\$2,966
- Industrial (per 1,000) sf	\$2,115	\$1,481	\$2,061	\$1,443
- Mini-Warehouse (per 1,000 sf)	\$944	\$661	\$920	\$644
- Mobile Home Park (per Pad)	\$2,525	\$1,768	\$2,461	\$1,723
- Multi-Family (per Dwelling)	\$3,696	\$2,587	\$3,602	\$2,521
- Nursing Home (per 1,000 sf)	\$2,652	\$1,857	\$2,585	\$1,810
- Office/Institutional (per 1,000 sf)	\$5,617	\$3,932	\$5,474	\$3,832
- Place of Worship (per 1,000 sf)	\$2,815	\$1,971	\$2,744	\$1,921
- Retail/Commercial (per 1,000 sf)	\$7,444	\$5,211	\$7,255	\$5,079
- Single-Family Detached (per Dwelling)	\$4,767	\$3,337	\$4,646	\$3,252
- Warehouse (per 1,000 sf)	\$1,093	\$765	\$1,065	\$746