

WORKSHOP AGENDA

Board of Mayor and Aldermen

May 28, 2026 @ 5:30 PM

For the June 2, 2026 Regular Meeting @ 6:00 PM

- Call workshop to order.
- Determine quorum.
- Prayer by Alderman Haas.
- Pledge of Allegiance by Alderman Coates.

ORDER OF BUSINESS

1. Approve Minutes: April 27, 2026 Budget Workshop, April 30, 2026 Workshop, May 7, 2026 Public Hearing, and May 7, 2026 Regular Meeting.
2. Presentations:
 - A. ADA Transition Plan - Matt Poole, Kimley-Horn. (Workshop 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 #2026-08** - 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. (A public hearing will be held at 5:45 p.m. on June 2, 2026.)
6. Second 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 was held on Thursday, May 7, 2026).
7. Second Reading - **Ordinance #2026-10** - An Ordinance to Amend Title 12, Chapter 6 of the La Vergne Municipal Code Regarding the Residential Code.

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.)

8. Consent Agenda Items:
 - A. Approve or Reject City Bids and Purchases:
 1. Sourcewell Contract Purchase - Office, Breakroom and Janitorial Supplies.
 2. GSA Contract Purchase - Public Works Copier Lease & Maintenance Agreement

3. OMNIA Contract Purchase - Flock ALPR Camera System from Flock Group Inc.
 4. Bid Amendment - Cintas Price Increase.
- B. Approve a Master Service Agreement and Price Quote for the gWorks Public Works Software.
 - C. Approve the Master Services Agreement with Needl, Inc. dba Aurelian to Transition the Emergency Call Center's Administrative Call Center Lines to an Artificial Intelligence system.
 - D. Approve Memorandum of Understanding between the Tennessee Bureau of Investigation, the Tennessee Highway Safety Office, and the La Vergne Police Department for two SoTaxa Mobile Oral Fluid Testing Machines.
 - E. Approve TDOT Contract #9646 with the Tennessee Department of Transportation (TDOT) for Construction of Sewer Improvements Associated with the TDOT Bain Drive Improvements (State Industrial Access Serving Project Bear).
 - F. Approve TDOT Contract #9653 with the Tennessee Department of Transportation (TDOT) for Construction of Water Improvements Associated with the TDOT Bain Drive Improvements (State Industrial Access Serving Project Bear).
 - G. Approve Amendment #3 to the Professional Services Agreement with Johnson, Mirmiran & Thompson, Inc. (JMT) for Additional Right-of-Way Acquisition Services Needed for the Proposed South Waldron Road Widening Project.
 - H. Approve Amendment #7 to the Professional Services Agreement with Ragan-Smith-Associates, LLC, for Design Phase Services for the Proposed South Waldron Road Widening Project.
 - I. Ratify the Approval of a Two-Year Contract with TDOT for the Maintenance of Murfreesboro Road.
 - J. Approve Change Order #5 for the Upper Chaney Woods Interceptor Sewer (Segments 4 and 3) - Revised Final Change Order
 - K. Approve Change Order #2 with Avenue Grading dba Barlow, Inc. for Waldron Road Sewer Assessment Zone.

NEW BUSINESS

9. First Reading - **Ordinance #2026-11** - An Ordinance to Amend Chapter 14 of the La Vergne Zoning Ordinance Regarding Administration and Procedures. (Received a favorable recommendation from the Planning Commission on April 28, 2026. A public hearing will be held at 5:45 p.m. on June 2, 2026.)
10. **Resolution #2026-17** - Approve a Land Acquisition Policy for Additional Real Property Interests for South Waldron Road Widening Project.
11. **Resolution #2026-18** - 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.
12. **Resolution #2026-19** - A Resolution to Write-Off Water Department Bad Debts.
13. **Resolution #2026-20** - A Resolution to Authorize the Quitclaim of Real Property to the Industrial Development Board of the City of La Vergne.

MAYOR / ALDERMEN COMMENTS

ADJOURN

MINUTES OF THE BUDGET WORKSHOP OF THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF LA VERGNE, TENNESSEE HELD ON APRIL 27, 2026, AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

Call to Order

The April 27, 2026 Budget Workshop of the Board of Mayor and Aldermen of the City of La Vergne, Tennessee was called to order at 5:33 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 General Fund Budget was not ready for discussion yet as they were still working to input numbers from the compensation scenarios. He said they hoped to have it ready for the workshop on April 30, 2026.

Mr. Richardson discussed the non-profit list. Mayor Cole spoke about the non-profits and stated his preference for keeping the funding amount for this year's budget the same as last year, with the exception of funding Read to Succeed at \$2,500. A discussion ensued.

Mr. Richardson discussed the Construction Cost Index and how those new numbers could result in the City increasing their impact fees by 2.6%. A discussion ensued.

Mr. Richardson discussed the City's Fee Schedule and staff planned changes to the schedule. A discussion ensued.

Finance Director Danielle Brown spoke about the changes made to the fund budgets. She explained the State Street Aid Fund, Drug Fund, Equitable Sharing Fund, Stormwater Fund, Senior Citizens 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 requested that funding be considered for a traffic calming program on Dobson Knob Trail. A discussion ensued.

ADJOURNMENT

Mayor Cole declared the budget workshop adjourned at 7:02 p.m.

Mayor

City Recorder

Approved: _____

MINUTES OF THE REGULAR WORKSHOP OF THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF LA VERGNE, TENNESSEE HELD ON APRIL 30, 2026, AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

CALL TO ORDER

The April 30, 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 Vice-Mayor Noe would lead the prayer and that Alderman Kara Hobbs would lead the Pledge of Allegiance at the Regular Meeting on May 7, 2026.

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.**

No action was taken.

2. **Presentations:**
 - A. **Presentation – Natural Gas Safety, Town of Smyrna.** Mr. Bert Meece, Utilities Safety Coordinator for the Town of Smyrna presented the Board with an update on the Smyrna Natural Gas Department.
 - B. **Proclamation – Recognizing May as Jewish American Heritage Month.** Mayor Cole stated that the proclamation will take place at the regular meeting on May 7, 2026.

3. **Public Comment Period.**

Mr. Keith Randall, 1221, Broadway, Ste. 2023, Nashville, Winstead PC, stated he was available to address any questions related to the Waldron Road Infrastructure Development District.

4. **Department Reports:**
 - A. **Police Department.**
 - B. **Fire Department.**

- C. Parks & Recreation Department.
- D. Library.
- E. Finance Department.
- F. Water Treatment Plant.

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

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.).

Mayor Cole explained the ordinance. No action was taken.

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.).

Mayor Cole explained the ordinance. No action was taken.

CONSENT AGENDA

7. Consent Agenda Items:
- A. Approve or Reject City Bids and Purchases:
 1. Ratify Omnia Contract Purchase – New Domain Controllers for the City.
 2. 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.**

Mayor Cole explained each item. No action was taken.

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.**

City Administrator Bruce Richardson explained that the complete draft budget was available for review before the Board tonight and at the regular meeting on May 7, 2026, Ordinance #2026-08 would be finalized and ready for a vote on first reading. No action was taken.

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.).**

Mayor Cole explained the ordinance. No action was taken.

10. **First Reading - Ordinance #2026-10 - An Ordinance to Amend Title 12, Chapter 6 of the La Vergne Municipal Code Regarding the Residential Code.**

Mayor Cole explained the ordinance. No action was taken.

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.).**

Mayor Cole explained the resolution. A discussion ensued regarding the steps to notify a property owner of this assessment and the City's liability with respect to property owners' default on their I.D.D. assessment fee. No action was taken.

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.).**

Mayor Cole explained the resolution. No action was taken.

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.**

Mayor Cole explained the resolution. No action was taken.

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 Cole explained the resolution. No action was taken.

MAYOR / ALDERMEN COMMENTS

Alderman Haas invited everyone to attend Club Knock Out's car wash this weekend.

Vice-Mayor Noe invited everyone to bring their old electronics to the Senior Center this weekend stating that all proceeds benefit the seniors.

Mayor Cole informed everyone that the next Board of Mayor and Alderman meeting would be on May 7, 2026 and reminded everyone that election day was on May 5, 2026.

ADJOURNMENT

There being no further business, Mayor Cole declared the workshop adjourned at 6:16 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 MAY 7, 2026, AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

Call to Order

The May 7, 2026 Public Hearing of the Board of Mayor and Aldermen of the City of La Vergne, Tennessee was called to order at 5:48 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. Barbara Hale, 820 Chaney Woods Drive, approached the podium and spoke about the rezoning stating her opposition to the development and confusion regarding the process.

Ms. Kourtney Smith, 822 Chaney Woods Drive, approached the podium and spoke about the rezoning stating her opposition of the development and voiced her concern regarding the fate of the wildlife in the area.

Ms. Sara Andre, 809 Chaney Woods Drive, La Vergne, approached the podium and spoke about the rezoning stating her support for the development, highlighting how much outreach and communication the developer has engaged in with the community.

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.).**

Ms. Patricia Hale, 754 Waldron Road, approached the podium and spoke about the rezoning stating her long-time residence in the area, her concern regarding school overcrowding and her worry about where the entrance of the development will be placed.

Mr. Walter Bowen, 723 Brushy Ridge Drive, approached the podium and spoke about the rezoning stating his opposition to the development based on his worries regarding the lack of infrastructure growth in the area.

The public hearing for this item was declared closed.

3. 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.

No one spoke.

The public hearing for this item was declared closed.

4. Resolution #2026-13 - A Resolution of the City of La Vergne, Tennessee Establishing the Waldron Road Infrastructure Development District.

Ms. Michelle Edwards, 177 Blair Road, approached the podium and spoke about her opposition regarding the Infrastructure Development District listing her concerns regarding ARAP permits, environmental impact in the area, and the credibility of the developer.

The public hearing for this item was declared closed.

ADJOURNMENT

Mayor Cole declared the public hearing adjourned at 6:10 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 MAY 7, 2026, AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

CALL TO ORDER

The May 7, 2026 regular meeting of the Board of Mayor and Aldermen of the City of La Vergne, Tennessee was called to order at 6:11 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 Vice-Mayor Noe and the Pledge of Allegiance was led 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.**

A motion, made by Alderman Haas, seconded by Alderman Coates, to approve the minutes of the 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, was adopted with all voting AYE.

2. **Presentations:**
 - A. **Proclamation - Recognizing May as Jewish American Heritage Month.**
Mayor Cole stated that May was to be known as Jewish American Heritage Month in the City.

3. **Public Comment Period.**

Ms. Michelle Edwards, 177 Blair Road, stated that she had addressed her concerns regarding the Infrastructure Development District during the public hearing.

4. **Department Reports:**
 - A. **Police Department.** Chief Christopher Moews gave the report for the Police Department.

- B. **Fire Department.** Deputy Chief Nick Matthews gave the report for the Fire Department.
- C. **Parks & Recreation Department.** Mr. David McGowan gave the report for the Parks & Recreation Department.
- D. **Library.** Ms. Donna Bebout gave the report for the Library.
- E. **Finance.** Mr. Wyatt Grantham gave the report for the Finance Department.
- F. **Water Treatment Plant.** Mr. Danny Campbell gave the report for the 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 was held on May 7, 2026.)**

A motion, made by Alderman Coates, seconded by Alderman Haas, to approve Ordinance #2026-06 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

- 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 was held on May 7, 2026.)**

Alderman Hobbs stated that because the developer would not commit in writing to implementing traffic calming measures and preserving the mature tree line, she could not support the development.

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

Alderman Hobbs	NO
Alderman Coates	AYE
Alderman Haas	AYE
Vice-Mayor Noe	AYE
Mayor Cole	AYE

CONSENT AGENDA

7. **Consent Agenda Items:**
 - A. **Approve or Reject City Bids and Purchases:**
 1. Ratify Omnia Contract Purchase – New Domain Controllers for the City.
 2. 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.**

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

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.

A motion was made by Alderman Coates, seconded by Alderman Haas, to approve Ordinance #2026-08 on first reading, was adopted following a roll-call vote.

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

9. **First Reading - Ordinance #2026-09 - 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 was held on May 7, 2026.)**

A motion was made by Mayor Cole, seconded by Alderman Coates, to approve Ordinance #2026-09 on first reading, was adopted following a roll-call vote.

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

10. **First Reading - Ordinance #2026-10 - An Ordinance to Amend Title 12, Chapter 6 of the La Vergne Municipal Code Regarding the Residential Code.**

A motion was made by Vice-Mayor Noe, seconded by Mayor Cole, to approve Ordinance #2026-10 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

11. **Resolution #2026-13 - A Resolution of the City of La Vergne, Tennessee Establishing the Waldron Road Infrastructure Development District. (A public hearing was held on May 7, 2026.)**

A motion, made by Vice-Mayor Noe, seconded by Alderman Coates, to approve Resolution #2026-13, was adopted following a roll-call vote.

Alderman Hobbs	NO
Alderman Coates	AYE
Alderman Haas	AYE
Vice-Mayor Noe	AYE
Mayor Cole	AYE

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.).

A motion, made by Mayor Cole, seconded by Alderman Coates, to approve Resolution #2026-14, was adopted following a roll-call vote.

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

13. Resolution #2026-15 - 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 Vice-Mayor Noe, to approve Resolution #2026-15, was adopted following a roll-call vote.

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

14. Resolution #2026-16 - A Resolution of the City of La Vergne to Adopt Revised Impact Fee Rates to be Effective July 1, 2026.

A motion, made by Vice-Mayor Noe, seconded by Alderman Hobbs, to approve Resolution #2026-16, was adopted following a roll-call vote.

Alderman Hobbs	AYE
Alderman Coates	AYE
Alderman Haas	AYE

Vice-Mayor Noe	AYE
Mayor Cole	AYE

MAYOR / ALDERMEN COMMENTS

Alderman Hobbs wished everyone a happy Mother’s Day.

Alderman Haas congratulated the Parks & Recreation Department staff on the Touch a Truck event and wished everyone a happy Mother’s Day.

Vice-Mayor Noe stated that he hoped that questions were answered at the meeting this evening and commented about everyone bringing their old electronics to the Senior Center.

Mayor Cole wished everyone a happy Mother’s Day and reminded everyone that the Board members are accessible by email and phone if the public ever has any questions.

ADJOURNMENT

There being no further business, Mayor Cole declared the workshop adjourned at 7:11 p.m.

Mayor

City Recorder

Approved: _____

City of La Vergne ADA Transition Plan

Board of Mayor and Aldermen
Workshop

May 28, 2026



Kimley»Horn



Agenda

- ADA Transition Plan Goals and Objectives
- Tasks Completed
- Next Steps
 - Transition from Evaluation Phase to Implementation Phase
- Questions and Comments



ADA Transition Plan Goals and Objectives

- Improve accessibility for all citizens, inform City of requirements of the ADA
- Encourage participation from the public and disabled community
- Develop a comprehensive list of barriers to access
- Provide a detailed outline of methods, schedule, and cost projections to remove barriers
- Identify funding sources and opportunities to implement a barrier removal program
- Complete TDOT ADA Transition Plan Self-Certification Process
- **Master plan for accessibility**
- **Required by law, failure to complete can result in withholding of state and federal funds, settlement agreements with DOJ, private lawsuits**



ADA Title II - State and Local Governments

Basic Requirements for government entities :

- ✓ Designate an ADA/504 Coordinator
- ✓ Provide notice to the public about the ADA
- ✓ Adopt and publish a Title II grievance procedure
- ✓ Complete a Self-Evaluation of current services, policies, and practices and modify if non-compliant
- ✓ Develop a Transition Plan for needed structural changes
- ✓ Provide an opportunity to interested persons to participate in the Self-Evaluation and Transition Plan process



Evaluated Programmatic Elements

Programs, Services, and Activities (Programmatic) Review

- Coordinated with City staff to develop a Programmatic inventory list and perform ADA Compliance evaluations
 - Programs, services, activities
 - Policies, processes, procedures
 - Lease agreements
 - Contracts
 - Department-specific handbooks
 - Meeting agendas and minutes
 - Online forms
 - Applications
 - PDF forms
 - Checklists
 - Videos
 - Employment practices
 - Ordinances
 - Emergency Management Plan

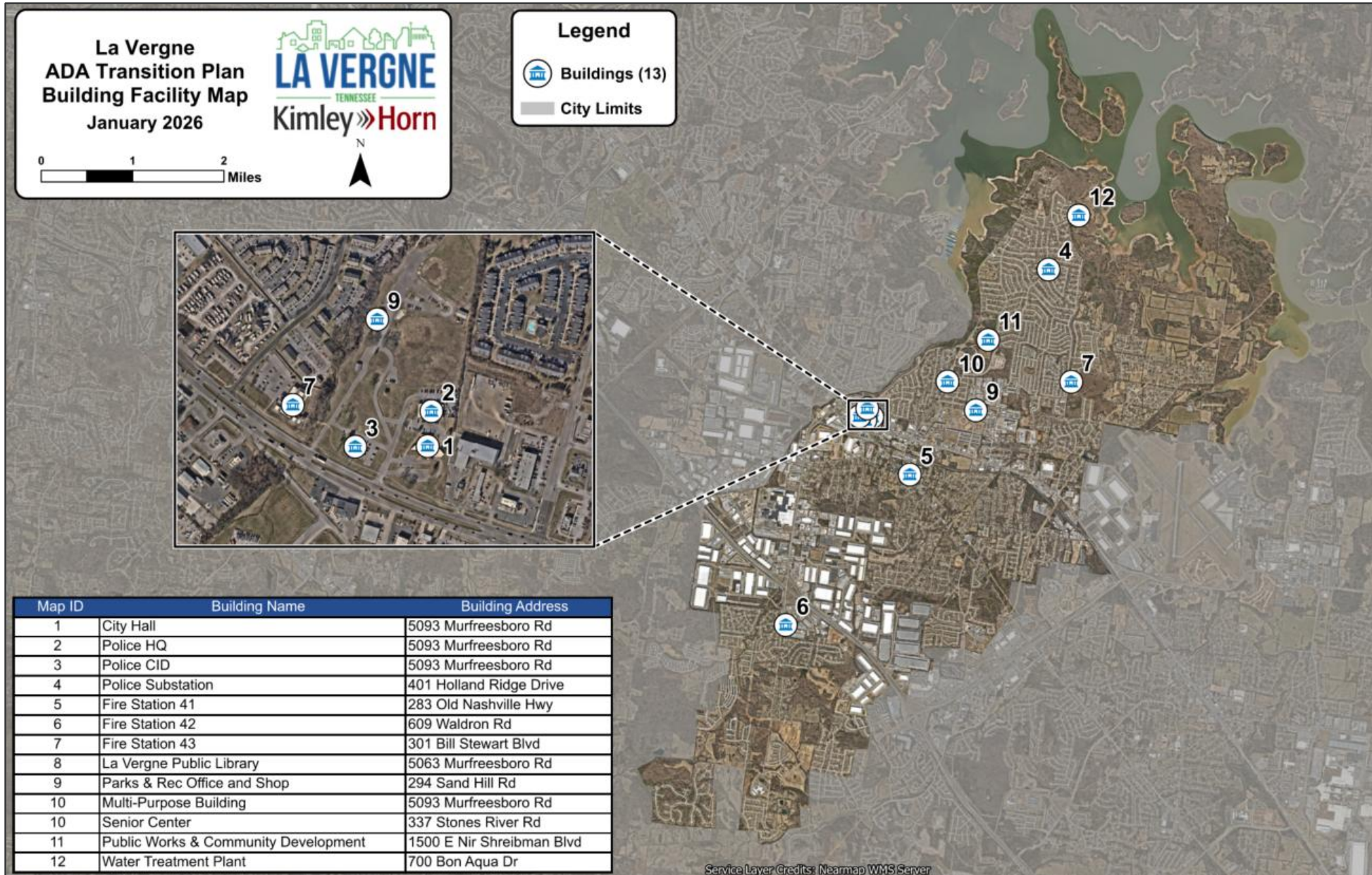


Evaluated Facilities

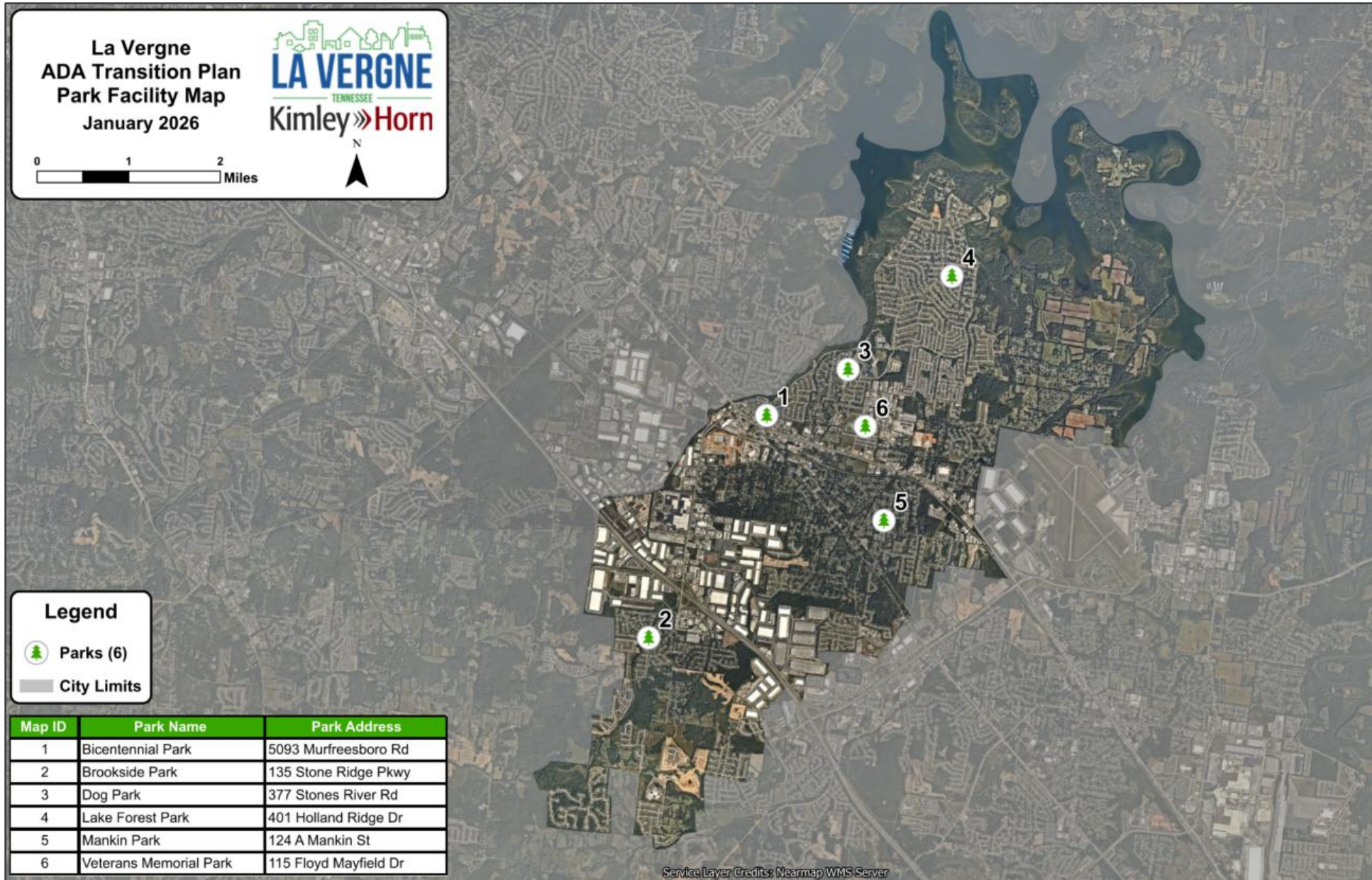
Facility Type	# Evaluated
Buildings	12
Parks	6
Signalized Intersections	2
Sidewalk	55 miles
Unsignalized Intersections (Cross Streets)	163
Unsignalized Intersections (Driveways)	92



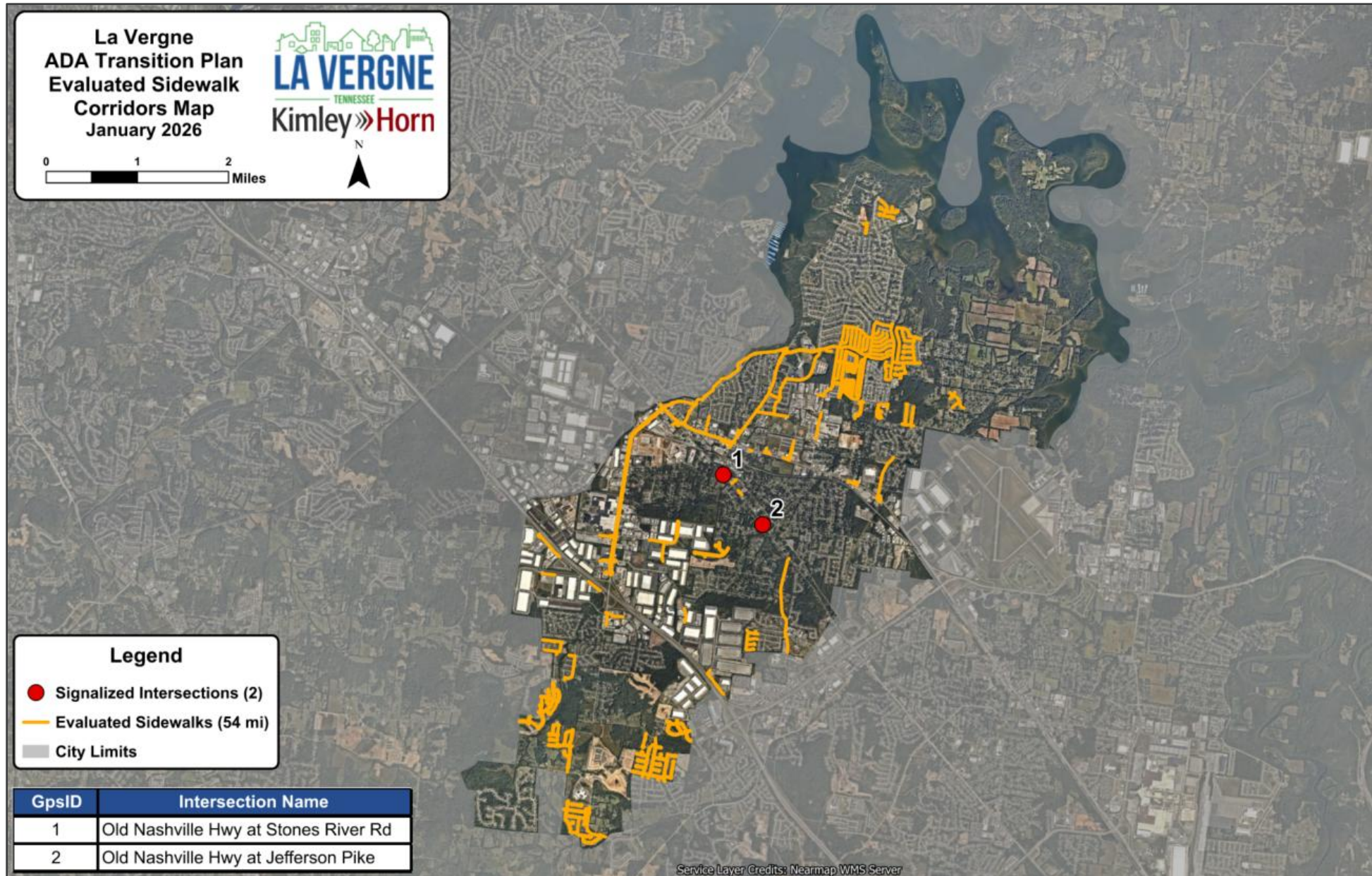
Evaluated Facilities – Buildings



Evaluated Facilities – Parks



Evaluated Facilities – Public Rights of Way



Public Outreach: Project Website and Advisory Committee/Public Meeting

[Home](#) [Interactive Map Survey](#) [Survey](#)

We Need Your Input!

The City of La Vergne is committed to enhancing pedestrian safety, accessibility, and connectivity throughout the City. This includes developing a plan to bring all city-maintained facilities into compliance with the Americans with Disabilities Act (ADA) guidelines.

To build a plan for everyone, we need your help! We will be engaging the community to get feedback on how best to prioritize safety improvements for the city. Whether you walk, bike, drive, use a wheelchair, take transit, or ride a scooter, we want to hear from you. Please use this site to leave feedback on your accessibility concerns through our survey, the interactive map, or attending one of our upcoming events. This project page will serve as your hub for all updates and involvement opportunities related to the project! Explore our feedback opportunities to share your thoughts in the interactive map and survey tabs. For more background on the project expand the sections below.

Thank you for helping us advance the community's vision and values to foster a more livable and connected city.

- + What is ADA?
- + What is an ADA Transition Plan?
- + What is PROWAG?
- + Want to Learn More?
- + How Can I Get Involved?

- EngageKH.MySocialPinPoint.com //La-Vergne-ADA-Transition-Plan



Transition Plan Development



Prioritize improvements




Develop improvement costs



Develop implementation schedule



Sample Project Summary - Buildings

Senior Center								
377 Stones River Road, La Vergne, TN								
Data collected: August 2025								
General Facility Notes:		This facility includes a parking area in front for the public, with multiple doors on the exterior facing. The center door is the primary entrance, with the north door being emergency exit only and the south door being primarily an exit from the meeting room at that end of the facility. The facility has 2 separate areas the main area that is open and includes table and chairs for various senior programs as well as restrooms and kitchen. There is a set of French doors that separates the main room from the adjacent meeting room, which is also an open room with tables and chairs and includes a staff office, staff restroom, and Women's restroom. There is an adjacent storage garage used by other City departments.						
Item # & Feature (See Photograph for Shaded Items)	Description	Code Citation	Required	Actual	Priority	Estimated Cost to Correct		
Exterior								
Parking								
NOTE: The parking for the site provides a total of 23 spaces, including 3 designated as accessible (0 van accessible). Two spaces with shared aisle are located at the meeting room entry door and the other space at the main entrance. Based on parking count 1 accessible space which meets requirements for van accessibility is required.								
1	Accessible Space Signs	All accessible spaces are identified with a sign that includes the ISA?	502.6	YES	None	Low	\$600	
	Comment:	None of the existing spaces provide the required signage. Provide signs that include the ISA to identify accessible parking spaces. Cost includes signs mounted on the wall of the building at a compliant height, including at least 1 van sign.						
2	Van Space Parking Count	Total # Van Accessible Spaces Provided (NOTE: count only van spaces with proper van-signage)	208.2	1	0	Low	\$400	
	Comment:	None of the existing spaces provide required dimensions for a van accessible parking space. Explore options to restripe the front parking to provide 1 space that is minimum 96" in width with 96" wide access aisle.						
Interior								
NOTE: There are multiple doors on the exterior facing. The center door is the primary entrance and enters into the main room, with the north door being emergency exit only from within the main room and the south door being primarily an exit from the meeting room at that end of the facility but can also be used as an entrance. The main room is open and includes table and chairs for various senior programs, as well as restrooms and kitchen. There is a set of French doors that separates the main room from the adjacent meeting room, which is also an open room with tables and chairs and includes a staff office, staff restroom, and Women's restroom.								
Main Room								
NOTE: The main room is a large open room entered from the main entry and has a secondary emergency exit within the space. It is set up with chairs and tables for various senior activities throughout the day. Within the room, there is a kitchen and pantry area, restrooms, and access to the adjacent meeting room.								
3	Light Switch Height	Unobstructed reach height above the floor level. See figure above.	308.2.1	15" min. - 48" max.	48-1/2"	Low	\$150	
	Comment:	Reposition light switch to compliant height.						
4	Protruding Objects	Leading edges of wall or ceiling mounted objects do not protrude into circulation areas.	307.2	4" max. at 27"-80"	7" at 50-1/4"	Low	\$100	
	Comment:	AED near the pantry protrudes more than 4". Relocate AED or provide a permanent cane-detectable object below the open sides. Cost assumes providing a permanent cane-detectable object below the open sides						

Cost Estimate

Priority

Location

Compliance Summary

Observed Barrier and Possible Solution

Barrier ID



Transition Plan

- Formal documentation of ADA requirements and City of La Vergne approach regarding evaluation of current conditions and plan for implementation of improvements
- Developed in March 2026
- Revised in May 2026 based on input from City staff

LA VERGNE
TENNESSEE

City of La Vergne

Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan

May 2026

Prepared by:
Kimley»Horn
Expect More. Experience Better.

Kimley-Horn
10 Lea Ave
Suite 400
Nashville, TN 37210

In association with:
DLZ
DLZ

CITY OF LA VERGNE
PUBLIC WORKS AND
COMMUNITY DEVELOPMENT
SERVICES
100 Stevenson

Conceptual Budget Estimates – City Owned and Maintained Facilities

Facility Type	High	Medium	Low	Total*
Buildings	\$35,900	\$103,000	\$350,900	\$489,800
Parks	\$52,100	\$209,400	\$281,700	\$543,200
Signalized Intersections	\$65,000	\$0	\$0	\$65,000
Public Rights-of-Way Sidewalk	\$1,842,200	\$4,006,200	\$864,100	\$6,712,500
Public Rights-of-Way Unsignalized Intersections and Driveways	\$788,500	\$4,642,400	\$247,800	\$5,678,700
City Totals	\$2,783,700	\$8,961,000	\$1,744,500	\$13,489,200



KADA ADA Transition Plan Dashboard



ADA Transition Plan Dashboard

Home

PROW Dashboard

Buildings and Parks Dashboard

PROW Data Summary

Signalized Intersections

A total of two (2) signalized intersections located within the City of La Vergne were systematically assessed. These evaluations documented the existing conditions and measurements along pedestrian travel routes, including street crossings, curb ramps, sidewalks adjacent to curb ramps, pedestrian signal equipment, and nearby clear spaces.

Sidewalk

The sidewalk corridor evaluations record conditions and measurements along pedestrian paths, including sidewalks, crossings, and curb ramps. Approximately fifty-three (53) miles were reviewed, focusing on areas with frequent pedestrian activity and nearby traffic generators.

How to Use this Map Facility Selector Menu

The [top menu](#) enables users to choose one or more corridors of interest, as well as signalized intersections and their associated ramps. Additional filters regarding the intersection barrier priorities, sidewalk accessibility score, sidewalk obstructions, sidewalk cross slope and sidewalk clear width severity are located on the toggable [left side panel](#).

Upon selection, the interface will zoom into the chosen facilities and update various sections: the Cost Indicators on

ADA Transition Plan PROW Dashboard

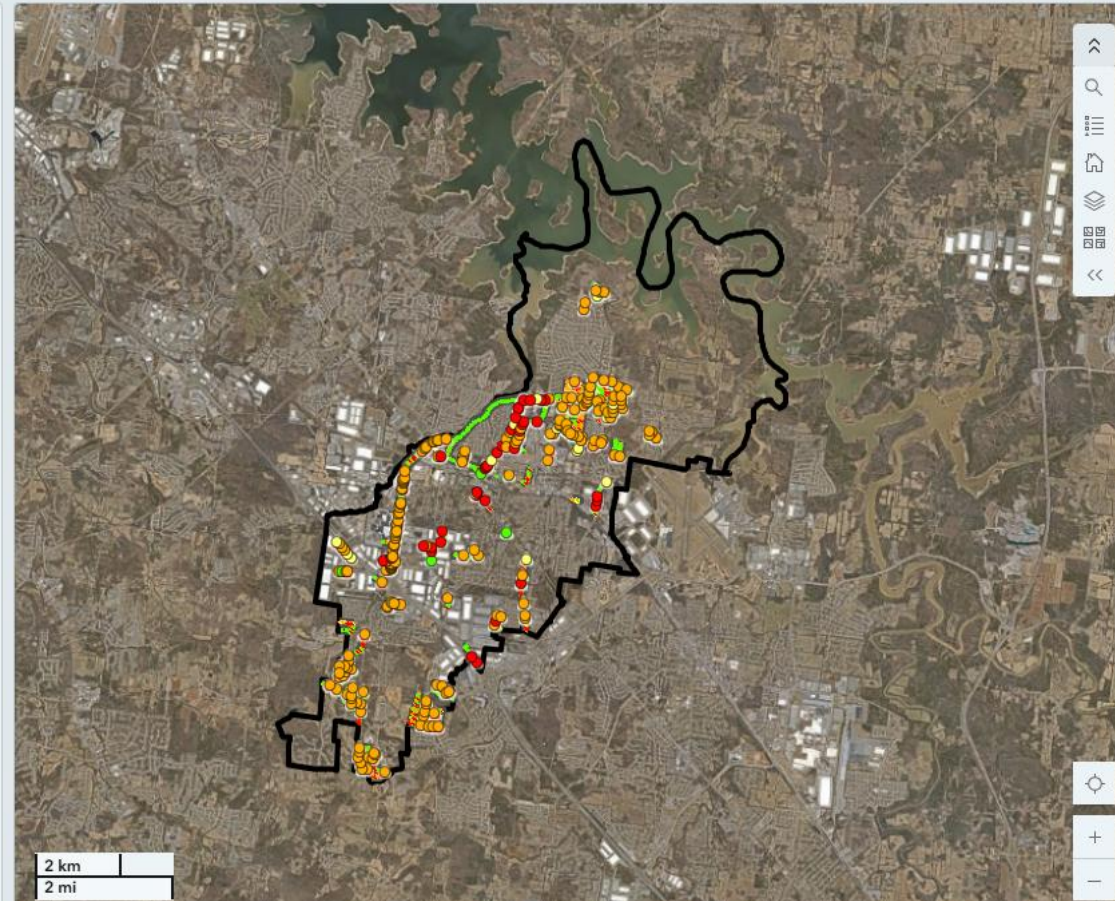
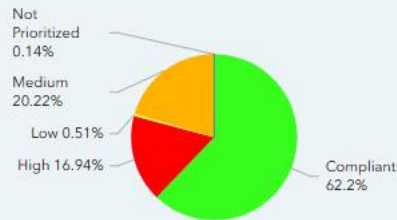
Corridor Name Selector
No category selected

Corridor ID Selector
No category selected

Signalized Intersection Selector
No category selected

Unsignalized Intersection Sel...
No category selected

Sidewalk Barrier Priority Summary



Intersections

- 2 - High
- 3 - High
- 4 - High
- 5 - Medium
- 6 - Medium
- 7 - Medium
- 8 - Medium
- 9 - Low
- 12 - Low
- 13 - Low
- 0 - Compliant

Curb Ramps

- Non-Compliant
- Compliant
- Under Construction

Sidewalk

- High
- Medium
- Low
- Compliant
- Remediated

Driveway

- High

Cost of Signalized Intersection
\$65,000
\$65,000 (total cost)

Cost for Unsignalized Intersection
\$5,678,700
\$5,743,700 (total cost)

Cost of Sidewalk Corridor
\$4,829,070
\$4,829,070 (total cost)

Cost of Driveway Crossings
\$1,874,129
\$1,874,129 (total cost)

Sidewalk Barrier Priority Summary

Compliance and Barrier Priority Summary Map

Signalized and Unsignalized Deficiency Reports

Sidewalk Corridor Deficiency Reports

Next Steps

- Requesting adoption of Plan by City Council
- After adoption, City to begin addressing action items from Self-Evaluation findings as described in the Transition Plan in conjunction with other annual project planning and budgeting initiatives
- Consider strategies for allocation of funding as implementation of improvements occur over next 20 years.



The background features several large, overlapping, rounded geometric shapes in maroon, blue, and orange. The shapes are arranged in a way that they appear to be part of a larger, abstract composition. The maroon shapes are the most prominent, with blue and orange shapes interspersed among them.

Questions?



ITEM REPORT

Board of Mayor and Aldermen

Date: May 28, 2026

Item #: 5.	Second 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. (A public hearing will be held at 5:45 p.m. on June 2, 2026.)		
Department:	Finance	Presented By:	Bruce Richardson, Danielle Brown
Item Attachments:	<ol style="list-style-type: none"> 1. Ordinance #2026-08 2. 2026-2027 Proposed Budget 		

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.

Note: This is a reappraisal year for Rutherford County, which is a state-mandated process that must occur every four years. The city will receive a new certified rate, which will be based upon the new property values. This rate will be lower to ensure that the average property owner will pay the same amount of property taxes as the previous year, unless improvements were made to their property. At this time, the property assessor has not sent us the new certified rate. This new rate should not affect our projected revenues, which are based on the current rate of \$0.5363 per \$100 of assessed value. Section 8 of the ordinance will need to be amended to reflect the new certified rate. We will make that change prior to the second reading on Tuesday, June 2, 2026.

Financial Summary:

In the General Fund, there is no proposed increase to the property tax rate. The property tax rate will need to be set at the new certified rate that will be provided by the Property Assessor's Office.

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 of the ordinance, subject to the property tax rate being set at the new certified rate that will be submitted to the city from the Property Assessor's office.

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.

WHEREAS, *Tenn. Code Ann. § 9-1-116* requires that all funds of the State of Tennessee and all its political subdivisions shall first be appropriated before being expended and that only funds that are available shall be appropriated; and

WHEREAS, the Municipal Budget Law of 1982 requires that the governing body of each municipality adopt and operate under an annual budget ordinance presenting a financial plan with at least the information required by that state statute, that no municipality may expend any moneys regardless of the source except in accordance with a budget ordinance and that the governing body shall not make any appropriation in excess of estimated available funds; and

WHEREAS, the Governing Body has published the annual operating budget and budgetary comparisons of the proposed budget with the prior year (actual) and the current year (estimated) in a newspaper of general circulation not less than ten (10) days prior to the meeting where the Board will consider final passage of the budget.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF LA VERGNE, TENNESSEE AS FOLLOWS:

SECTION 1. That the governing body projects anticipated revenues from all sources and appropriates planned expenditures for each department, board, office or other agency of the municipality, herein presented together with the actual annual receipts and expenditures of the last preceding fiscal year and the estimated annual expenditures for the current fiscal year, and from those revenues and unexpended and unencumbered funds as follows for fiscal year 2027, and including the projected ending balances for the budget year, the actual ending balances for the most recent ended fiscal year and the estimated ending balances for the current fiscal years:

General Fund	FY 2024-25 Actual	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenues			
Local Taxes	\$ 30,242,808	\$ 31,520,283	\$ 32,345,205
License and Permits	676,851	827,400	631,100
Intergovernmental Revenue	5,267,836	5,190,377	5,313,980
Fines and Forfeitures	303,004	178,500	263,500
Other	761,092	1,602,692	7,308,150
Other Financing Sources			
Issuance of Debt	-	-	-
Sale of Capital Assets	108,545	3,546	21,500
Transfer In-from other funds	-	-	-
Total Revenues and Other Financing Sources	\$ 37,360,136	\$ 39,322,798	\$ 45,883,435
Appropriations			
Expenditures			
General Government (other)	\$ 11,464,327	\$ 8,520,256	\$ 13,578,492
Public Safety	20,145,014	19,827,963	22,734,458
Public Works	1,836,633	2,011,437	2,060,496
Parks and Recreation	1,836,633	2,011,437	2,060,496
Debt Service	1,671,020	1,448,898	1,603,200
Other Financing Uses			
Transfer Out - to other funds	480,000	2,309,750	2,530,724
Total Appropriations	\$ 37,433,627	\$ 36,129,740	\$ 44,567,866
Change in Fund Balance (Revenues-Appropriations)	(73,491)	3,193,058	1,315,569
Beginning Fund Balance July 1	59,449,750	59,376,259	62,569,317
Ending Fund Balance June 30	\$ 59,376,259	\$ 62,569,317	\$ 63,884,887
Ending Fund Balance as a % of Total Appropriations	158.6%	173.2%	143.3%

State Street Aid Fund	FY 2024-25 Actual	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenues			
State Gas and Motor Fuel Taxes	\$ 1,354,538	\$ 1,389,755	\$ 1,441,150
Other	67,494	33,224	25,000
Other Financing Sources			
Issuance of Debt / Debt Proceeds	-	-	-
Transfers In - from other funds	-	-	187,577
Total Revenues and Other Financing Sources	\$ 1,422,032	\$ 1,422,979	\$ 1,653,727
Appropriations			
Public Works Department	\$ 1,349,778	\$ 1,679,500	\$ 1,653,727
Debt Service - Principal and Interest	74,313	-	-
Total Appropriations	\$ 1,424,091	\$ 1,679,500	\$ 1,653,727
Change in Fund Balance (Revenues - Appropriations)	(2,059)	(256,521)	-
Beginning Fund Balance July 1	1,597,945	1,595,887	1,339,366
Ending Fund Balance June 30	\$ 1,595,887	\$ 1,339,366	\$ 1,339,366
Ending Fund Balance as a % of Total Appropriations	112.1%	79.7%	81.0%

Senior Citizen's Fund	FY 2024-25 Actual	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenues			
State of Tennessee	\$ -	\$ -	\$ -
Rutherford County	-	-	-
Other	4,068	9,081	7,000
Other Financing Sources			
Issuance of Debt / Debt Proceeds	-	-	-
Transfers In - from other funds	200,000	279,750	427,955
Total Revenues and Other Financing Sources	\$ 204,068	\$ 288,831	\$ 434,955
Appropriations			
Expenditures			
Wages	\$ -	\$ -	\$ -
Others	246,846	311,132	434,955
Total Appropriations	\$ 246,846	\$ 311,132	\$ 434,955
Change in Fund Balance (Revenues - Appropriations)	(42,778)	(22,301)	-
Beginning Fund Balance July 1	\$ 142,306	99,528	77,227
Ending Fund Balance June 30	\$ 99,528	\$ 77,227	\$ 77,227
Ending Fund Balance as a % of Total Appropriations	40.3%	24.8%	17.8%

Drug Fund	FY 2024-25 Actual	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenues			
Fines And Forfeitures	\$ 21,359	\$ 20,200	\$ 25,200
Other	7,147	10,731	9,000
Other Financing Sources			
Issuance of Debt / Debt Proceeds	-	-	-
Transfers In - from other funds	30,000	30,000	357,878
Total Revenues and Other Financing Sources	\$ 58,506	\$ 60,931	\$ 392,078
Appropriations			
Drug Enforcement	\$ 149,046	\$ 78,519	\$ 392,078
Debt Service	-	-	-
Total Appropriations	\$ 149,046	\$ 78,519	\$ 392,078
Change in Fund Balance (Revenues - Appropriations)	(90,539)	(17,587)	-
Beginning Fund Balance July 1	271,244	180,704	163,117
Ending Fund Balance June 30	\$ 180,704	\$ 163,117	\$ 163,117
Ending Fund Balance as a % of Appropriations	121.2%	207.7%	41.6%

Equitable Sharing Fund	FY 2024-25 Actual	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenues			
Federal Government	\$ 307,877	\$ 52,840	\$ 50,000
Other	11,324	12,033	10,000
Other Financing Sources			
Transfers In - from other funds	-	-	217,112
Total Revenues and Other Financing Sources	\$ 319,202	\$ 64,872	\$ 277,112
Appropriations			
Wages	\$ -	\$ -	\$ -
Others	191,950	589,993	277,112
Total Appropriations	\$ 191,950	\$ 589,993	\$ 277,112
Change in Fund Balance (Revenues - Appropriations)	127,251	(525,120)	-
Beginning Fund Balance July 1	1,032,401	1,159,652	634,532
Ending Fund Balance June 30	\$ 1,159,652	\$ 634,532	\$ 634,532
Ending Fund Balance as a % of Total Appropriations	604.1%	107.5%	229.0%

Stormwater Fund	FY 2024-25 Actual	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenues			
Fees	\$ 1,430,848	\$ 1,665,000	\$ 1,630,000
Others	48,289	58,785	70,000
Other Financing Sources			
Transfers In - from other funds	-	-	258,729
Total Revenues and Other Financing Sources	\$ 1,479,136	\$ 1,723,785	\$ 1,958,729
Appropriations			
Wages	\$ 459,747	\$ 454,934	\$ 543,739
Others	1,952,703	727,899	1,262,757
Total Appropriations	\$ 2,412,450	\$ 1,182,833	\$ 1,806,496
Change in Fund Balance (Revenues - Appropriations)	(933,314)	540,952	152,233
Beginning Fund Balance July 1	3,628,570	2,695,256	3,236,208
Ending Fund Balance June 30	\$ 2,695,256	\$ 3,236,208	\$ 3,388,441
Ending Fund Balance as a % of Total Appropriations	111.7%	273.6%	187.6%

Parks & Recreation Capital Fund	FY 2024-25 Actual	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenues			
Impact Fees	\$ 238,877	\$ 400,000	\$ 300,000
Others	19,291	35,404	30,000
Other Financing Sources			
Transfers In - from other funds	250,000	-	341,000
Total Revenues and Other Financing Sources	\$ 508,168	\$ 435,404	\$ 671,000
Appropriations			
Capital Outlay	\$ 253,366	\$ 230,000	\$ 481,000
Others	1,784	1,830	1,850
Total Appropriations	\$ 255,150	\$ 231,830	\$ 482,850
Change in Fund Balance (Revenues - Appropriations)	253,018	203,574	188,150
Beginning Fund Balance July 1	935,289	1,188,307	1,391,881
Ending Fund Balance June 30	\$ 1,188,307	\$ 1,391,881	\$ 1,580,031
Ending Fund Balance as a % of Total Appropriations	465.7%	600.4%	327.2%

Streets Capital Fund	FY 2024-25 Actual	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenues			
Impact Fees	\$ 1,319,139	\$ 2,190,448	\$ 1,700,000
State of Tennessee			
Others	\$ 60,750	\$ 13,964,300	\$ 15,819,928
Other Financing Sources			
Transfers In - from other funds	-	-	1,821,769
Total Revenues and Other Financing Sources	\$ 1,379,889	\$ 16,154,748	\$ 19,341,697
Appropriations			
Capital Outlay	\$ 1,947,310	\$ 11,989,931	\$ 15,929,478
Others	3,863	461	3,500
Debt Service	-	1,875,000	1,821,769
Total Appropriations	\$ 1,951,173	\$ 13,865,392	\$ 17,754,747
Change in Fund Balance (Revenues - Appropriations)	(571,284)	2,289,356	1,586,950
Beginning Fund Balance July 1	2,244,233	1,672,948	3,962,304
Ending Fund Balance June 30	\$ 1,672,948	\$ 3,962,304	\$ 5,549,254
Ending Fund Balance as a % of Total Appropriations	85.7%	28.6%	31.3%

Police Impact Fund	FY 2024-25 Actual	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenues			
Impact Fees	\$ 137,819	\$ 255,669	\$ 135,000
State of Tennessee	-	-	-
Others	9,770	22,800	18,000
Other Financing Sources			
Transfers In - from other funds	-	-	-
Total Revenues and Other Financing Sources	\$ 147,589	\$ 278,469	\$ 153,000
Appropriations			
Capital Outlay	\$ 100,662	\$ 534,695	\$ -
Others	934	886	900
Total Appropriations	\$ 101,596	\$ 535,581	\$ 900
Change in Fund Balance (Revenues - Appropriations)	45,993	(257,112)	152,100
Beginning Fund Balance July 1	732,757	778,750	521,638
Ending Fund Balance June 30	\$ 778,750	\$ 521,638	\$ 673,738
Ending Fund Balance as a % of Total Appropriations	766.5%	97.4%	74859.8%

Fire Impact Fund	FY 2024-25 Actual	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenues			
Impact Fees	\$ 52,283	\$ 75,000	\$ 55,000
Others	-	4,850	4,000
Other Financing Sources			
Transfers In - from other funds	-	-	41,200
Total Revenues and Other Financing Sources	\$ 52,283	\$ 79,850	\$ 100,200
Appropriations			
Capital Outlay	\$ -	\$ -	\$ 100,000
Others	133	200	200
Total Appropriations	\$ 133	\$ 200	\$ 100,200
Change in Fund Balance (Revenues - Appropriations)	52,150	79,650	-
Beginning Fund Balance July 1	217,456	269,606	349,256
Ending Fund Balance June 30	\$ 269,606	\$ 349,256	\$ 349,256
Ending Fund Balance as a % of Total Appropriations	202711.3%	174628.0%	348.6%

WATER and SEWER FUND	FY 2024-25 Actual	FY 2025-26 Estimated	FY 2026-27 Proposed
Operating Revenues			
Water Sales	\$ 7,890,642	\$ 8,836,489	\$ 9,673,650
Sewer Fees	7,837,836	7,772,105	8,353,800
Miscellaneous Other Fees	5,223,654	4,156,391	928,600
Total Operating Revenues	\$ 20,952,133	\$ 20,764,985	\$ 18,956,050
Operating Expenses			
Water Treatment Plant	\$ 2,774,695	\$ 3,187,388	\$ 3,599,794
Sewer Department	5,426,267	5,439,270	5,708,310
Water Department	2,509,632	2,891,335	3,522,351
Water Billing	913,842	1,002,791	1,045,795
Other	144,019	142,925	201,500
Depreciation	2,618,144	2,827,286	3,038,000
Total Operating Expenses	\$ 14,386,599	\$ 15,490,994	\$ 17,115,750
Operating Income (Loss)	\$ 6,565,534	\$ 5,273,991	\$ 1,840,300
Nonoperating Revenues (Expenses)			
Revenue: Investment Income	\$ -	\$ -	\$ -
Grants - Operating	-	-	-
Other Income	-	-	-
Expense: Debt Service - Interest Expense	(185,020)	(1,282,919)	(1,376,473)
Other Expense	(0)	(0)	(0)
Total Nonoperating Revenue (Expenses)	\$ (185,020)	\$ (1,282,919)	\$ (1,376,473)
Income (Loss) Before Capital Contributions and Transfers	\$ 6,380,514	\$ 3,991,072	\$ 463,827
Capital Contributions and Transfers			
Capital Contributions - Tap Fees in Excess of Cost	\$ 742,047	\$ 1,500,000	\$ 950,000
Capital Contributions - Grants	-	-	-
Capital Contributions - Other	-	-	-
Transfers In - from Other Funds	-	-	-
Transfers Out - to Other Funds (PILOT)	-	-	-
Total Capital Contributions and Transfers	\$ 742,047	\$ 1,500,000	\$ 950,000
Change in Net Position	\$ 7,122,561	\$ 5,491,072	\$ 1,413,827
Beginning Net Position July 1	84,360,126	91,482,687	96,973,759
Ending Net Position June 30	\$ 91,482,687	\$ 96,973,759	\$ 98,387,586

SECTION 2: At the end of the fiscal year 2025, the governing body estimates fund balances or deficits as follows:

Fund	Estimated Fund Balance at June 30, 2026
General Fund	\$62,569,317.42
State Street Aid Fund	\$1,339,365.64
Senior Citizens Fund	\$77,226.92
Drug Fund	\$180,704.34
Equitable Sharing Fund	\$634,532.27
Stormwater Fund	\$3,236,207.98
Parks & Recreation Capital Fund	\$1,391,880.68
Streets Capital Fund	\$3,962,304.24
Police Impact Fund	\$521,638.00
Fire Impact Fund	\$349,256.00
Water & Sewer Fund	\$12,349,432.00

SECTION 3: That the governing body herein certifies that the condition of its sinking funds, if applicable, are compliant pursuant to its bond covenants, and recognizes that the municipality has outstanding bonded and other indebtedness as follows:

**Schedule of Outstanding Debt and Budgeted Debt Service
Fiscal Year 2027**

Fund	Type of Debt	Loan Name and Description	Original Issuance Amount	Authorized & Unissued	Total Outstanding at June 30, 2026	Budgeted Annual Debt Service		
						Principal	Interest	Total
General	Bond	2015 General Obligation	\$ 5,420,000	\$ -	\$ 2,815,000	\$ 275,000	\$ 90,048	\$ 365,048
General	Bond	2021 General Obligation Public Improvement	16,250,000	-	13,685,000	690,000	393,400	1,083,400
General	Bond	2025 General Obligation Public Improvement	25,000,000	-	23,710,000	725,000	1,096,769	1,821,769
Total			\$ 46,670,000	\$ -	\$ 40,210,000	\$ 1,690,000	\$ 1,580,216	\$ 3,270,216
Water and Sewer	Bonds	2021 Water & Sewer Revenue & Tax	\$ 11,840,000	\$ -	\$ 8,050,000	\$ 1,245,000	\$ 217,093	\$ 1,462,093
Water and Sewer	Bonds	2025 Water & Sewer Revenue & Tax	20,000,000	-	19,015,000	555,000	836,344	1,391,344
Total			\$ 31,840,000	\$ -	\$ 27,065,000	\$ 1,800,000	\$ 1,053,437	\$ 2,853,437
Total Outstanding Debt			\$ 78,510,000	\$ -	\$ 67,275,000	\$ 3,490,000	\$ 2,633,653	\$ 6,123,653

SECTION 4: During the coming fiscal year (2027) the governing body has pending and planned capital projects with proposed funding as follows:

Pending Capital Projects	Pending Capital Projects-Total Expense	Pending Capital Projects Expense Financed by Estimated Revenues and/or Reserves	Pending Capital Projects Expense Financed by Debt Proceeds
	\$ -	\$ -	\$ -

Proposed Future Capital Projects	Proposed Future Capital Projects-Total Expense	Proposed Future Capital Projects Expense Financed by Estimated Revenues and/or Reserves	Proposed Future Capital Projects Expense Financed by Debt Proceeds
	\$ -	\$ -	\$ -

SECTION 5: No appropriation listed above may be exceeded without an amendment of the budget ordinance as required by the Municipal Budget Law of 1982 T.C.A. Section 6-56-208. In addition, no appropriation may be made in excess of available funds except to provide for an actual emergency threatening the health, property or lives of the inhabitants of the municipality and declared by a two-thirds (2/3) vote of at least a quorum of the governing body in accord with Section 6-56-205 of the Tennessee Code Annotated.

SECTION 6: Money may be transferred from one appropriation to another in the same fund only by appropriate ordinance by the governing body, subject to such limitations and procedures as it may describe as allowed by Section 6-56-209 of the Tennessee Code Annotated. Any resulting transfers shall be reported to the governing body at its next regular meeting and entered into the minutes.

SECTION 7: A detailed financial plan will be attached to this budget and become part of this budget ordinance.

SECTION 8: There is hereby levied a property tax of \$0.5363 per \$100 of assessed value on real and personal property.

SECTION 9: This annual operating and capital budget ordinance and supporting documents shall be submitted to the Comptroller of the Treasury or Comptroller's Designee for approval pursuant to Title 9, Chapter 21 of the Tennessee Code Annotated within fifteen (15) days of its adoption. If the Comptroller of the Treasury or Comptroller's Designee determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes or as directed by the Comptroller of the Treasury or Comptroller's Designee.

SECTION 10: All unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse and revert to

SECTION 11: The City of La Vergne Fee Schedule for Fiscal Year 2026-2027, which shall be attached to and made a part of this ordinance as though copied therein, is hereby adopted.

SECTION 12: All ordinances or parts of ordinances in conflict with any provision of this ordinance are hereby repealed.

SECTION 13: This ordinance shall take effect on July 1, 2026, the public welfare requiring it.

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

1st Reading: _____

Jason Cole, Mayor

Public Hearing: _____

ATTEST:

2nd Reading: _____

Joshua Miller, City Recorder

Published in the Murfreesboro Post on _____.

City of La Vergne Tennessee



Fiscal Year 2026-2027 Proposed Budget

City of La Vergne, Tennessee

Board of Mayor and Aldermen



Jason Cole
Mayor



Steve Noe
Vice-Mayor



Graeme Coates
Alderman



Carol Haas
Alderman



Kara Hobbs
Alderman

City Officials and Department Heads

Evan Cope - City Attorney

William Cartwright - City Judge

Bruce Richardson - City Administrator / City Recorder

Kyle Brown - Assistant City Administrator

Ronny Beasley - Fire

Christopher Moews - Police

Donna Bebout - Library

Bo Logan - Planning

Thomas Broeker - Econ. Development

David McGowen - Parks & Recreation

Danielle Brown - Finance

Andrew Patton - Human Resources

Michael Dietz - Public Works

Joe White - Codes

Glenn Green - Information Technology

City of La Vergne, Tennessee

Mission Statement, Vision Statement and Objectives

Mission Statement

“Commitment to Community”

Vision Statement

“A La Vergne that delivers the highest level of services with integrity, trust and professionalism to promote economic growth and endless opportunity.”

Objectives

Services	Growth	Opportunity
Infrastructure <ul style="list-style-type: none"> • Water Resources • Sanitary Sewer Resources • Streets • Storm Water Services 	Economic Development <ul style="list-style-type: none"> • Strategic Planning • Improving Quality of Life 	Employee Opportunities <ul style="list-style-type: none"> • Employee Training • Employee Engagement • Employee Resource Management • Recruiting
Parks & Recreation <ul style="list-style-type: none"> • Parks Services • Recreational Services • Public Events 	Leadership <ul style="list-style-type: none"> • Board of Mayor and Aldermen • Administration • Boards and Committees 	Community Connections <ul style="list-style-type: none"> • Library Services • Public Events • Public Relations
Essential Services <ul style="list-style-type: none"> • Building Codes • Financial Services • Municipal Courts • Information Technology and Communication 	Public Safety <ul style="list-style-type: none"> • Emergency Dispatch • Fire and Rescue • Law Enforcement 	Arts and Culture <ul style="list-style-type: none"> • City Beautification • Historical Preservation

PROPOSED BUDGET ORDINANCE

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.

WHEREAS, *Tenn, Code Ann. § 9-1-116* requires that all funds of the State of Tennessee and all its political subdivisions shall first be appropriated before being expended and that only funds that are available shall be appropriated; and

WHEREAS, the Municipal Budget Law of 1982 requires that the governing body of each municipality adopt and operate under an annual budget ordinance presenting a financial plan with at least the information required by that state statute, that no municipality may expend any moneys regardless of the source except in accordance with a budget ordinance and that the governing body shall not make any appropriation in excess of estimated available funds; and

WHEREAS, the Governing Body has published the annual operating budget and budgetary comparisons of the proposed budget with the prior year (actual) and the current year (estimated) in a newspaper of general circulation not less than ten (10) days prior to the meeting where the Board will consider final passage of the budget.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF LA VERGNE, TENNESSEE AS FOLLOWS:

SECTION 1. That the governing body projects anticipated revenues from all sources and appropriates planned expenditures for each department, board, office or other agency of the municipality, herein presented together with the actual annual receipts and expenditures of the last preceding fiscal year and the estimated annual expenditures for the current fiscal year, and from those revenues and unexpended and unencumbered funds as follows for fiscal year 2027, and including the projected ending balances for the budget year, the actual ending balances for the most recent ended fiscal year and the estimated ending balances for the current fiscal years:

General Fund	FY 2024-25 Actual	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenues			
Local Taxes	\$ 30,242,808	\$ 31,520,283	\$ 32,345,205
License and Permits	676,851	827,400	631,100
Intergovernmental Revenue	5,267,836	5,190,377	5,313,980
Fines and Forfeitures	303,004	178,500	263,500
Other	761,092	1,602,692	7,308,150
Other Financing Sources			
Issuance of Debt	-	-	-
Sale of Capital Assets	108,545	3,546	21,500
Transfer In-from other funds	-	-	-
Total Revenues and Other Financing Sources	\$ 37,360,136	\$ 39,322,798	\$ 45,883,435
Appropriations			
Expenditures			
General Government (other)	\$ 11,464,327	\$ 8,520,256	\$ 13,578,492
Public Safety	20,145,014	19,827,963	22,734,458
Public Works	1,836,633	2,011,437	2,060,496
Parks and Recreation	1,836,633	2,011,437	2,060,496
Debt Service	1,671,020	1,448,898	1,603,200
Other Financing Uses			
Transfer Out - to other funds	480,000	2,309,750	2,530,724
Total Appropriations	\$ 37,433,627	\$ 36,129,740	\$ 44,567,866
Change in Fund Balance (Revenues-Appropriations)	(73,491)	3,193,058	1,315,569
Beginning Fund Balance July 1	59,449,750	59,376,259	62,569,317
Ending Fund Balance June 30	\$ 59,376,259	\$ 62,569,317	\$ 63,884,887
Ending Fund Balance as a % of Total Appropriations	158.6%	173.2%	143.3%

State Street Aid Fund	FY 2024-25 Actual	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenues			
State Gas and Motor Fuel Taxes	\$ 1,354,538	\$ 1,389,755	\$ 1,441,150
Other	67,494	33,224	25,000
Other Financing Sources			
Issuance of Debt / Debt Proceeds	-	-	-
Transfers In - from other funds	-	-	187,577
Total Revenues and Other Financing Sources	\$ 1,422,032	\$ 1,422,979	\$ 1,653,727
Appropriations			
Public Works Department	\$ 1,349,778	\$ 1,679,500	\$ 1,653,727
Debt Service - Principal and Interest	74,313	-	-
Total Appropriations	\$ 1,424,091	\$ 1,679,500	\$ 1,653,727
Change in Fund Balance (Revenues - Appropriations)	(2,059)	(256,521)	-
Beginning Fund Balance July 1	1,597,945	1,595,887	1,339,366
Ending Fund Balance June 30	\$ 1,595,887	\$ 1,339,366	\$ 1,339,366
Ending Fund Balance as a % of Total Appropriations	112.1%	79.7%	81.0%

Senior Citizen's Fund	FY 2024-25 Actual	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenues			
State of Tennessee	\$ -	\$ -	\$ -
Rutherford County	-	-	-
Other	4,068	9,081	7,000
Other Financing Sources			
Issuance of Debt / Debt Proceeds	-	-	-
Transfers In - from other funds	200,000	279,750	427,955
Total Revenues and Other Financing Sources	\$ 204,068	\$ 288,831	\$ 434,955
Appropriations			
Expenditures			
Wages	\$ -	\$ -	\$ -
Others	246,846	311,132	434,955
Total Appropriations	\$ 246,846	\$ 311,132	\$ 434,955
Change in Fund Balance (Revenues - Appropriations)	(42,778)	(22,301)	-
Beginning Fund Balance July 1	\$ 142,306	99,528	77,227
Ending Fund Balance June 30	\$ 99,528	\$ 77,227	\$ 77,227
Ending Fund Balance as a % of Total Appropriations	40.3%	24.8%	17.8%

Drug Fund	FY 2024-25 Actual	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenues			
Fines And Forfeitures	\$ 21,359	\$ 20,200	\$ 25,200
Other	7,147	10,731	9,000
Other Financing Sources			
Issuance of Debt / Debt Proceeds	-	-	-
Transfers In - from other funds	30,000	30,000	357,878
Total Revenues and Other Financing Sources	\$ 58,506	\$ 60,931	\$ 392,078
Appropriations			
Drug Enforcement	\$ 149,046	\$ 78,519	\$ 392,078
Debt Service	-	-	-
Total Appropriations	\$ 149,046	\$ 78,519	\$ 392,078
Change in Fund Balance (Revenues - Appropriations)	(90,539)	(17,587)	-
Beginning Fund Balance July 1	271,244	180,704	163,117
Ending Fund Balance June 30	\$ 180,704	\$ 163,117	\$ 163,117
Ending Fund Balance as a % of Appropriations	121.2%	207.7%	41.6%

Equitable Sharing Fund	FY 2024-25 Actual	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenues			
Federal Government	\$ 307,877	\$ 52,840	\$ 50,000
Other	11,324	12,033	10,000
Other Financing Sources			
Transfers In - from other funds	-	-	217,112
Total Revenues and Other Financing Sources	\$ 319,202	\$ 64,872	\$ 277,112
Appropriations			
Wages	\$ -	\$ -	\$ -
Others	191,950	589,993	277,112
Total Appropriations	\$ 191,950	\$ 589,993	\$ 277,112
Change in Fund Balance (Revenues - Appropriations)	127,251	(525,120)	-
Beginning Fund Balance July 1	1,032,401	1,159,652	634,532
Ending Fund Balance June 30	\$ 1,159,652	\$ 634,532	\$ 634,532
Ending Fund Balance as a % of Total Appropriations	604.1%	107.5%	229.0%

Stormwater Fund	FY 2024-25 Actual	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenues			
Fees	\$ 1,430,848	\$ 1,665,000	\$ 1,630,000
Others	48,289	58,785	70,000
Other Financing Sources			
Transfers In - from other funds	-	-	258,729
Total Revenues and Other Financing Sources	\$ 1,479,136	\$ 1,723,785	\$ 1,958,729
Appropriations			
Wages	\$ 459,747	\$ 454,934	\$ 543,739
Others	1,952,703	727,899	1,262,757
Total Appropriations	\$ 2,412,450	\$ 1,182,833	\$ 1,806,496
Change in Fund Balance (Revenues - Appropriations)	(933,314)	540,952	152,233
Beginning Fund Balance July 1	3,628,570	2,695,256	3,236,208
Ending Fund Balance June 30	\$ 2,695,256	\$ 3,236,208	\$ 3,388,441
Ending Fund Balance as a % of Total Appropriations	111.7%	273.6%	187.6%

Parks & Recreation Capital Fund	FY 2024-25 Actual	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenues			
Impact Fees	\$ 238,877	\$ 400,000	\$ 300,000
Others	19,291	35,404	30,000
Other Financing Sources			
Transfers In - from other funds	250,000	-	341,000
Total Revenues and Other Financing Sources	\$ 508,168	\$ 435,404	\$ 671,000
Appropriations			
Capital Outlay	\$ 253,366	\$ 230,000	\$ 481,000
Others	1,784	1,830	1,850
Total Appropriations	\$ 255,150	\$ 231,830	\$ 482,850
Change in Fund Balance (Revenues - Appropriations)	253,018	203,574	188,150
Beginning Fund Balance July 1	935,289	1,188,307	1,391,881
Ending Fund Balance June 30	\$ 1,188,307	\$ 1,391,881	\$ 1,580,031
Ending Fund Balance as a % of Total Appropriations	465.7%	600.4%	327.2%

Streets Capital Fund	FY 2024-25 Actual	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenues			
Impact Fees	\$ 1,319,139	\$ 2,190,448	\$ 1,700,000
State of Tennessee			
Others	\$ 60,750	\$ 13,964,300	\$ 15,819,928
Other Financing Sources			
Transfers In - from other funds	-	-	1,821,769
Total Revenues and Other Financing Sources	\$ 1,379,889	\$ 16,154,748	\$ 19,341,697
Appropriations			
Capital Outlay	\$ 1,947,310	\$ 11,989,931	\$ 15,929,478
Others	3,863	461	3,500
Debt Service	-	1,875,000	1,821,769
Total Appropriations	\$ 1,951,173	\$ 13,865,392	\$ 17,754,747
Change in Fund Balance (Revenues - Appropriations)	(571,284)	2,289,356	1,586,950
Beginning Fund Balance July 1	2,244,233	1,672,948	3,962,304
Ending Fund Balance June 30	\$ 1,672,948	\$ 3,962,304	\$ 5,549,254
Ending Fund Balance as a % of Total Appropriations	85.7%	28.6%	31.3%

Police Impact Fund	FY 2024-25 Actual	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenues			
Impact Fees	\$ 137,819	\$ 255,669	\$ 135,000
State of Tennessee	-	-	-
Others	9,770	22,800	18,000
Other Financing Sources			
Transfers In - from other funds	-	-	-
Total Revenues and Other Financing Sources	\$ 147,589	\$ 278,469	\$ 153,000
Appropriations			
Capital Outlay	\$ 100,662	\$ 534,695	\$ -
Others	934	886	900
Total Appropriations	\$ 101,596	\$ 535,581	\$ 900
Change in Fund Balance (Revenues - Appropriations)	45,993	(257,112)	152,100
Beginning Fund Balance July 1	732,757	778,750	521,638
Ending Fund Balance June 30	\$ 778,750	\$ 521,638	\$ 673,738
Ending Fund Balance as a % of Total Appropriations	766.5%	97.4%	74859.8%

Fire Impact Fund	FY 2024-25 Actual	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenues			
Impact Fees	\$ 52,283	\$ 75,000	\$ 55,000
Others	-	4,850	4,000
Other Financing Sources			
Transfers In - from other funds	-	-	41,200
Total Revenues and Other Financing Sources	\$ 52,283	\$ 79,850	\$ 100,200
Appropriations			
Capital Outlay	\$ -	\$ -	\$ 100,000
Others	133	200	200
Total Appropriations	\$ 133	\$ 200	\$ 100,200
Change in Fund Balance (Revenues - Appropriations)	52,150	79,650	-
Beginning Fund Balance July 1	217,456	269,606	349,256
Ending Fund Balance June 30	\$ 269,606	\$ 349,256	\$ 349,256
Ending Fund Balance as a % of Total Appropriations	202711.3%	174628.0%	348.6%

WATER and SEWER FUND	FY 2024-25 Actual	FY 2025-26 Estimated	FY 2026-27 Proposed
Operating Revenues			
Water Sales	\$ 7,890,642	\$ 8,836,489	\$ 9,673,650
Sewer Fees	7,837,836	7,772,105	8,353,800
Miscellaneous Other Fees	5,223,654	4,156,391	928,600
Total Operating Revenues	\$ 20,952,133	\$ 20,764,985	\$ 18,956,050
Operating Expenses			
Water Treatment Plant	\$ 2,774,695	\$ 3,187,388	\$ 3,599,794
Sewer Department	5,426,267	5,439,270	5,708,310
Water Department	2,509,632	2,891,335	3,522,351
Water Billing	913,842	1,002,791	1,045,795
Other	144,019	142,925	201,500
Depreciation	2,618,144	2,827,286	3,038,000
Total Operating Expenses	\$ 14,386,599	\$ 15,490,994	\$ 17,115,750
Operating Income (Loss)	\$ 6,565,534	\$ 5,273,991	\$ 1,840,300
Nonoperating Revenues (Expenses)			
Revenue: Investment Income	\$ -	\$ -	\$ -
Grants - Operating	-	-	-
Other Income	-	-	-
Expense: Debt Service - Interest Expense	(185,020)	(1,282,919)	(1,376,473)
Other Expense	(0)	(0)	(0)
Total Nonoperating Revenue (Expenses)	\$ (185,020)	\$ (1,282,919)	\$ (1,376,473)
Income (Loss) Before Capital Contributions and Transfers	\$ 6,380,514	\$ 3,991,072	\$ 463,827
Capital Contributions and Transfers			
Capital Contributions - Tap Fees in Excess of Cost	\$ 742,047	\$ 1,500,000	\$ 950,000
Capital Contributions - Grants	-	-	-
Capital Contributions - Other	-	-	-
Transfers In - from Other Funds	-	-	-
Transfers Out - to Other Funds (PILOT)	-	-	-
Total Capital Contributions and Transfers	\$ 742,047	\$ 1,500,000	\$ 950,000
Change in Net Position	\$ 7,122,561	\$ 5,491,072	\$ 1,413,827
Beginning Net Position July 1	84,360,126	91,482,687	96,973,759
Ending Net Position June 30	\$ 91,482,687	\$ 96,973,759	\$ 98,387,586

SECTION 2: At the end of the fiscal year 2025, the governing body estimates fund balances or deficits as follows:

Fund	Estimated Fund Balance at June 30, 2026
General Fund	\$62,569,317.42
State Street Aid Fund	\$1,339,365.64
Senior Citizens Fund	\$77,226.92
Drug Fund	\$180,704.34
Equitable Sharing Fund	\$634,532.27
Stormwater Fund	\$3,236,207.98
Parks & Recreation Capital Fund	\$1,391,880.68
Streets Capital Fund	\$3,962,304.24
Police Impact Fund	\$521,638.00
Fire Impact Fund	\$349,256.00
Water & Sewer Fund	\$12,349,432.00

SECTION 3: That the governing body herein certifies that the condition of its sinking funds, if applicable, are compliant pursuant to its bond covenants, and recognizes that the municipality has outstanding bonded and other indebtedness as follows:

**Schedule of Outstanding Debt and Budgeted Debt Service
Fiscal Year 2027**

Fund	Type of Debt	Loan Name and Description	Original Issuance Amount	Authorized & Unissued	Total Outstanding at June 30, 2026	Budgeted Annual Debt Service		
						Principal	Interest	Total
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General	Bond	2021 General Obligation Public Improvement	16,250,000	-	13,685,000	690,000	393,400	1,083,400
General	Bond	2025 General Obligation Public Improvement	25,000,000	-	23,710,000	725,000	1,096,769	1,821,769
Total			\$ 46,670,000	\$ -	\$ 40,210,000	\$ 1,690,000	\$ 1,580,216	\$ 3,270,216
Water and Sewer	Bonds	2021 Water & Sewer Revenue & Tax	\$ 11,840,000	\$ -	\$ 8,050,000	\$ 1,245,000	\$ 217,093	\$ 1,462,093
Water and Sewer	Bonds	2025 Water & Sewer Revenue & Tax	20,000,000	-	19,015,000	555,000	836,344	1,391,344
Total			\$ 31,840,000	\$ -	\$ 27,065,000	\$ 1,800,000	\$ 1,053,437	\$ 2,853,437
Total Outstanding Debt			\$ 78,510,000	\$ -	\$ 67,275,000	\$ 3,490,000	\$ 2,633,653	\$ 6,123,653

SECTION 4: During the coming fiscal year (2027) the governing body has pending and planned capital projects with proposed funding as follows:

Pending Capital Projects	Pending Capital Projects-Total Expense	Pending Capital Projects Expense Financed by Estimated Revenues and/or Reserves	Pending Capital Projects Expense Financed by Debt Proceeds
	\$ -	\$ -	\$ -

Proposed Future Capital Projects	Proposed Future Capital Projects-Total Expense	Proposed Future Capital Projects Expense Financed by Estimated Revenues and/or Reserves	Proposed Future Capital Projects Expense Financed by Debt Proceeds
	\$ -	\$ -	\$ -

SECTION 5: No appropriation listed above may be exceeded without an amendment of the budget ordinance as required by the Municipal Budget Law of 1982 T.C.A. Section 6-56-208. In addition, no appropriation may be made in excess of available funds except to provide for an actual emergency threatening the health, property or lives of the inhabitants of the municipality and declared by a two-thirds (2/3) vote of at least a quorum of the governing body in accord with Section 6-56-205 of the Tennessee Code Annotated.

SECTION 6: Money may be transferred from one appropriation to another in the same fund only by appropriate ordinance by the governing body, subject to such limitations and procedures as it may describe as allowed by Section 6-56-209 of the Tennessee Code Annotated. Any resulting transfers shall be reported to the governing body at its next regular meeting and entered into the minutes.

SECTION 7: A detailed financial plan will be attached to this budget and become part of this budget ordinance.

SECTION 8: There is hereby levied a property tax of \$0.5363 per \$100 of assessed value on real and personal property.

SECTION 9: This annual operating and capital budget ordinance and supporting documents shall be submitted to the Comptroller of the Treasury or Comptroller's Designee for approval pursuant to Title 9, Chapter 21 of the Tennessee Code Annotated within fifteen (15) days of its adoption. If the Comptroller of the Treasury or Comptroller's Designee determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes or as directed by the Comptroller of the Treasury or Comptroller's Designee.

SECTION 10: All unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse and revert to

SECTION 11: The City of La Vergne Fee Schedule for Fiscal Year 2026-2027, which shall be attached to and made a part of this ordinance as though copied therein, is hereby adopted.

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SECTION 13: This ordinance shall take effect on July 1, 2026, the public welfare requiring it.

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

1st Reading: _____

Jason Cole, Mayor

Public Hearing: _____

ATTEST:

2nd Reading: _____

Joshua Miller, City Recorder

Published in the Murfreesboro Post on _____.

LINE ITEM BUDGET

GENERAL FUND

GENERAL FUND REVENUES

Function	Description	Actual FY 2023-2024	Actual FY 2024-2025	Budget FY 2025-2026	Budget FY 2026-2027
TAXES					
31100	Property Taxes (Current)	8,949,853	9,174,398	9,243,883	9,475,805
31211	Property Tax Delinquent - 1st	27,871	44,732	40,000	40,000
31212	Property Tax Delinquent - 2nd	7,195	23,360	20,000	20,000
31213	Property Tax Delinquent - 3rd	(774)	8,010	5,000	5,000
31214	Property Tax Delinquent - 4th	(3,745)	2,595	3,000	3,000
31215	Property Tax Delinquent - 5th	(3,660)	1,128	500	500
31216	Property Tax Delinquent - 6th	102	891	500	500
31217	Property Tax Delinquent - 7th	101	239	200	200
31218	Property Tax Delinquent - 8th	107	-	100	100
31219	Property Tax Delinquent - Prior Years	89	709	100	100
31300	Int, Penalty, and Court Cost	18,887	29,044	25,000	25,000
31510	Payments in Lieu of Taxes - Utilities	254,325	182,638	175,000	175,000
31511	Payments in Lieu of Taxes - TVA	511,275	502,807	500,000	500,000
31610	Local Sales Tax	16,775,763	16,964,839	17,000,000	19,000,000
31700	Wholesale Alcoholic Bev Tax - Beer Privilege	5,052	5,461	4,500	4,500
31710	Wholesale Beer Tax - 17%	592,476	524,923	580,000	580,000
31720	Wholesale Liquor Tax 5% Mo. Ins.	283,186	249,127	280,000	280,000
31721	Civil Penalties Beer Permits	75	-	-	-
31800	Business Tax	1,959,749	2,198,311	1,900,000	1,900,000
31801	Business License and Permits	3,780	4,695	3,000	3,000
31912	Cable TV Franchise Tax Comcast	208,047	174,663	240,000	175,000
31913	Cable TV Franchise Tax AT&T, Direct	2,798	2,408	4,500	2,500
31914	Cable TV Franchise Tax Tellico Telephone Company-Taxconnex	59,770	54,509	68,000	50,000
31920	Room Occupancy Tax	18,840	18,686	15,000	15,000
31921	Hotel/Motel Tax	89,020	74,635	90,000	90,000
	TOTAL TAXES	\$ 29,760,181	\$ 30,242,808	\$ 30,198,283	\$ 32,345,205

PERMITS					
32210	Beer License Application Fees	1,000	2,250	1,000	1,000
32220	Liquor Licenses-Appl Fee (Liq Stores-Yr)	-	500	-	-
32610	Building Permits	576,046	445,050	275,000	400,000
32630	Plumbing Permits	27,697	22,996	20,000	25,000
32635	Mechanical Permits	25,907	12,680	15,000	25,000
32670	Plans Review Fees	214,803	160,881	100,000	150,000
32680	Inspection fees	175	125	100	100
32685	Technology Fee	-	-	-	5,000
32690	Other Permits and Renewal Fees	24,342	32,369	25,000	25,000
33110	Community Development Grant	7,556	-	-	-
	TOTAL PERMITS	877,525	676,851	436,100	631,100

STATE REVENUE					
33179	OJP Vest Grant	7,551	-	8,000	8,000
33291	Other Federal - DEA -POL OT	-	6,708	5,000	5,000
33418	JAG Grant Revenue	12,512	-	-	-
33429	State Grant-FIRE Training Reim	44,000	44,800	40,000	40,000
33430	State Grant-PD Training Reim	34,400	66,400	46,000	46,000
33441	State Grant	1,000	23,000	-	-
33450	State Grant - TEMA	-	9,304	-	-
33510	State Sales Tax	4,763,913	4,870,758	4,800,000	5,000,000
33515	State Gambling Tax	73,593	84,596	60,000	70,000
33520	State Income Tax	6,213	4,343	3,000	3,000
33530	State Beer Tax	17,019	16,295	15,000	15,000
33540	State Alcoholic Beverage Tax	26,404	48,756	30,000	40,000
33553	State Gasoline Inspection Fee	70,869	70,715	70,000	70,000
33555	State Street Contract Maintenance - TDOT	4,980	5,160	4,980	4,980
33558	Transportation Modernization Rev	7,170	16,999	5,000	12,000
	TOTAL STATE REVENUE	\$ 5,069,621	\$ 5,267,836	\$ 5,086,980	\$ 5,313,980

Function	Description	Actual FY 2023-2024	Actual FY 2024-2025	Budget FY 2025-2026	Budget FY 2026-2027
RECREATION					
33709	Local Grant - Rutherford County	1,500	-	-	-
33730	Local Grant - PEP	7,000	5,000	6,000	6,000
33731	Local Grant - PEP Drivers/Safety Grant	1,694	-	2,000	2,000
34120	Fees & Commissions	2,970	1,276	1,500	1,500
34718	Police Security Services	5,845	6,788	1,500	1,500
34731	Veterans Memorial Wall	621	380	500	500
34741	League Fees	10,900	6,930	10,000	5,000
34744	Recreation Fees	7,528	3,637	3,000	3,000
34746	Field Rentals	-	150	1,500	1,500
34748	Rental - Multi Purpose Bldg	12,165	18,950	12,000	12,000
34758	Donations-Parks	-	-	-	-
	TOTAL RECREATION	\$ 50,223	\$ 43,112	\$ 38,000	\$ 33,000
LIBRARY					
34762	Library - Donations & Gifts	3,055	5,043	100	100
34764	Copies	955	1,348	300	300
34765	Fax	360	483	100	100
34767	Memorials (Books, ETC)	-	50	-	-
34768	Lost Books	42	13	-	-
34769	Lost Cards	20	15	-	-
34770	Sale of Used Books	-	814	-	-
34775	Sale of Miscellaneous items	15,362	38	-	-
34779	Misc Revenue	-	10	-	-
34801	Revenue - Children's Programs	51	122	-	-
	TOTAL LIBRARY	\$ 19,844	\$ 7,936	\$ 500	\$ 500
COURT FINES					
35110	City Court Fines & Costs	247,952	245,832	188,000	220,000
35111	Court Fines - Rutherford County	40,753	52,537	40,000	40,000
35112	Court Fines - State of Tennessee	1,255	1,130	1,500	1,500
35114	Fees-E-Citation \$1	1,412	269	-	-
35115	Fees-E-Citation \$4	5,648	1,076	-	-
35132	DUI Impound Fees	-	-	-	-
35151	Sex Offender Registry Fees	1,500	2,160	2,000	2,000
	TOTAL COURT FINES	\$ 298,520	\$ 303,004	\$ 231,500	\$ 263,500

Function	Description	Actual FY 2023-2024	Actual FY 2024-2025	Budget FY 2025-2026	Budget FY 2026-2027
OTHER REVENUE					
36100	Interest Earnings	561,789	407,171	400,000	700,000
36101	Interest Earnings - Construction	265,555	96,448	-	350,000
36212	RENT - CLEARWIRE	16,500	18,000	18,000	18,000
36101	Interest Earnings-Bond Account	-	-	-	-
36212	Rent SBA/Clearwire - Fire Station	-	-	-	-
36331	Sale of Equipment - Police	90,934	-	-	-
36350	Insurance Recoveries	212,877	77,564	50,000	50,000
36510	Sale of General Items	-	108,545	15,000	15,000
36520	Sale of Fixed Assets	426	-	1,500	1,500
36521	Sale of Police Supplies	1,575	-	1,500	1,500
36523	Sale of Police Fixed Assets	790	-	1,500	1,500
36531	Sale of Highway & Streets Supplies	-	-	1,500	1,500
36534	Sale of Highway & Streets Fixed Assets	-	-	500	500
36705	Grant - GHSO	(3,742)	15,164	10,000	10,000
36706	Contributions Farmers Market	-	-	-	-
36707	Contributions and Donations Dog Park	-	1,000	-	-
36714	Contributions Parks & Rec-Howl @ the Moon, misc	1,916	10,120	3,000	3,000
36726	Contributions Fall Festival	21,690	10,105	15,000	15,000
36730	Contributions Fire Dept	-	-	150	150
36740	Opoind Abatement	10,657	7,654	10,000	10,000
36900	Other Financing Sources	11,656	60,332	15,000	15,000
36907	Windstream/Verizon License ROW	-	-	1,000	1,000
37198	Development Deposits	6,000	-	-	-
37840	Prior Year Surplus-Carryover items	-	-	3,450,000	-
37840	Prior Year Surplus-New items	-	-	-	-
37840	Bond Issue	-	-	-	6,100,000
37497	Recycling Revenue	2,745	6,486	2,500	2,500
	TOTAL OTHER REVENUES	\$ 1,201,370	\$ 818,589	\$ 3,996,150	\$ 7,296,150

TOTAL REVENUES	\$ 37,277,283	\$ 37,360,136	\$ 39,987,513	\$ 45,883,435
TOTAL EXPENDITURES	\$ 53,070,309	\$ 37,433,449	\$ 41,728,570	\$ 44,567,866
SURPLUS/(DEFICIT)	\$ (15,793,025)	\$ (73,313)	\$ (1,741,056)	\$ 1,315,569

GENERAL FUND EXPENDITURES

Object Code	Description	Actual FY 2023-2024	Actual FY 2024-2025	Budget FY 2025-2026	Budget FY 2026-2027
41110	Legislative Board				
111	Salaries - Permanent Employees - Regular	29,400	29,414	29,400	29,400
138	Clothing Taxable Fringe	-	-	-	500
141	FICA - Employer Share	2,129	2,019	2,249	2,249
142	Health Insurance	79,904	104,709	119,476	107,053
148	Employee Education & Training	185	-	-	1,500
235	Membership, Registration Fees, Tuition	14,901	16,287	18,000	18,000
280	Travel	886	5,548	5,000	5,000
287	Per Diem, Mileage Reimbursement	-	799	800	800
310	Office Supplies & Materials	61	101	200	200
320	Operating Supplies	38	-	300	300
323	Food	10,872	12,429	6,000	6,000
326	Clothing & Uniforms	275	-	500	-
378	Planning Retreat	14,248	-	-	-
	Legislative Board	\$ 152,899	\$ 171,306	\$ 181,925	\$ 171,002

Object Code	Description	Actual FY 2023-2024	Actual FY 2024-2025	Budget FY 2025-2026	Budget FY 2026-2027
41200	Judicial				
111	Salaries - Permanent Employees - Regular	116,398	121,000	124,936	130,000
141	FICA - Employer Share	8,912	9,257	9,558	9,945
142	Health Insurance	49,099	64,000	71,208	64,104
148	Employee Education & Training	-	-	750	750
235	Membership, Registration Fees, Tuition	-	-	700	700
252	Legal Services	76,734	115,133	100,000	100,000
259	Other Professional Services	1,645	-	500	500
280	Travel	-	-	1,300	1,300
	Judicial	\$ 252,788	\$ 309,390	\$ 308,952	\$ 307,299

Object Code	Description	Actual FY 2023-2024	Actual FY 2024-2025	Budget FY 2025-2026	Budget FY 2026-2027
41210	City Court				
121	Wages-Hourly	91,392	95,391	106,779	68,540
122	Wages-Overtime	4,434	20	800	400
134	Longevity	790	790	840	720
138	Clothing Taxable Fringe	-	-	-	50
141	FICA - Employer Share	7,400	7,208	8,294	5,329
142	Health Insurance	33,966	53,333	71,208	32,052
143	Retirement - 401 City Match	3,854	3,522	4,879	3,135
144	Retirement - 457 City Match	2,955	2,242	3,795	2,438
148	Employee Education & Training	-	-	200	200
211	Postage	-	-	100	100
260	Repair & Maintenance Service	7,335	5,823	7,000	7,000
280	Travel	50	144	100	100
298	Collection Fees	-	315	500	500
310	Office Supplies & Materials	868	927	2,000	2,000
312	Small Items of Equipment	-	100	100	100
326	Clothing & Uniforms	289	63	100	-
	City Court	\$ 153,333	\$ 169,878	\$ 206,695	\$ 122,664

Object Code	Description	Actual FY 2023-2024	Actual FY 2024-2025	Budget FY 2025-2026	Budget FY 2026-2027
41340	City Administrator				
111	Salaries - Permanent Employees - Regular	376,198	398,878	408,945	520,294
121	Wages-Hourly	-	-	-	99,261
122	Wages-Overtime	-	-	-	400
129	Other Wages	(169,065)	(206,054)	(212,235)	(305,810)
134	Longevity	1,440	1,440	1,440	2,150
138	Clothing Taxable Fringe	-	-	-	250
141	FICA - Employer Share	26,365	27,426	31,394	47,591
142	Health Insurance	51,089	64,000	71,208	160,261
143	Retirement - 401 City Match	16,975	17,939	18,467	27,995
144	Retirement - 457 City Match	6,263	6,618	14,363	21,863
148	Employee Education & Training	700	910	2,500	2,500
211	Postage	14	1	300	300
235	Membership, Registration Fees, Tuition	3,472	3,270	3,000	3,500
259	Other Professional Services	360	168	10,000	10,000
280	Travel	611	-	1,000	1,000
287	Per Diem, Mileage Reimbursement	64	-	500	500
310	Office Supplies & Materials	2,966	1,488	2,000	2,000
312	Small Items of Equipment	-	1,350	5,000	5,000
323	Food	-	1,159	-	-
320	Operating Supplies	-	-	-	-
326	Clothing & Uniforms	811	226	500	400
331	Gas Oil & Fuel	3,153	2,395	3,500	3,500
529	Lease Vehicle	-	-	-	12,000
533	Machinery & Equipment Rental	1,300	100	-	-
940	Machinery & Equipment	-	-	7,050	-
	City Administrator	\$ 322,716	\$ 321,313	\$ 368,933	\$ 614,955

Object Code	Description	Actual FY 2023-2024	Actual FY 2024-2025	Budget FY 2025-2026	Budget FY 2026-2027
41510	City Recorder				
111	Salaries - Permanent Employees - Regular	-	-	-	85,556
121	Wages-Hourly	132,778	110,594	108,237	-
122	Wages-Overtime	5,385	6,950	5,000	-
134	Longevity	540	440	540	70
138	Clothing Taxable Fringe	-	-	-	50
141	FICA - Employer Share	10,263	8,934	8,704	6,550
142	Health Insurance	66,161	64,000	71,208	32,052
143	Retirement - 401 City Match	5,184	5,287	5,120	3,853
144	Retirement - 457 City Match	3,413	2,631	3,982	2,997
148	Employee Education & Training	-	65	500	500
211	Postage	337	446	500	500
231	Publication of Formal & Legal Notices	5,843	6,731	7,000	7,000
235	Membership, Registration Fees, Tuition	240	257	300	300
259	Other Professional Services	24,082	9,302	7,500	7,500
260	Repair & Maintenance Service	25,347	18,789	-	-
280	Travel	-	-	100	100
310	Office Supplies & Materials	2,538	1,464	2,000	2,000
312	Small Items of Equipment	-	-	500	350
320	Operating Supplies	-	-	-	150
326	Clothing & Uniforms	-	-	100	-
533	Machinery & Equipment Rental	2,795	2,580	2,600	2,600
	City Recorder	\$ 284,907	\$ 238,469	\$ 223,891	\$ 152,129

Object Code	Description	Actual FY 2023-2024	Actual FY 2024-2025	Budget FY 2025-2026	Budget FY 2026-2027
41592	Finance/Tax Administration				
111	Salaries - Permanent Employees - Regular	165,300	176,708	280,485	270,277
121	Wages-Hourly	393,640	342,613	281,035	345,246
122	Wages-Overtime	1,228	360	500	500
129	Other Wages	(288,581)	(337,781)	(347,914)	(305,810)
132	Bonus Pay	1,648	100	2,385	-
134	Longevity	2,380	2,630	2,380	1,990
138	Clothing Taxable Fringe	-	-	-	525
141	FICA - Employer Share	42,870	40,008	49,379	47,278
142	Health Insurance	164,164	173,484	210,949	159,010
143	Retirement - 401 City Match	21,764	21,417	26,469	27,811
144	Retirement - 457 City Match	8,741	9,464	20,587	21,630
148	Employee Education & Training	440	2,736	2,500	2,500
211	Postage	9,785	9,369	8,500	8,500
221	Printing, Stationery, Envelopes	-	-	500	500
231	Publication of Formal & Legal Notices	-	-	1,200	1,200
235	Membership, Registration Fees, Tuition	909	1,830	2,000	2,000
253	Accounting & Auditing Services	23,200	19,650	25,000	25,000
259	Other Professional Services	168,403	159,372	175,000	175,000
260	Repair & Maintenance Service	37,905	27,886	40,000	40,000
260	Repair & Maintenance Service	-	-	95,000	65,000
280	Travel	23	705	700	700
287	Per Diem, Mileage Reimbursement	-	23	100	100
310	Office Supplies & Materials	4,698	4,559	4,900	4,900
312	Small Items of Equipment	819	1,306	2,500	2,500
320	Operating Supplies	-	-	500	500
323	Food	70	152	200	200
326	Clothing & Uniforms	228	32	300	-
401	Tax Relief	9,441	7,974	10,000	10,000
555	Bank Service Charges	10,187	5,424	5,000	5,000
	Finance/Tax Administration	\$ 779,263	\$ 670,019	\$ 900,155	\$ 912,057

Object Code	Description	Actual FY 2023-2024	Actual FY 2024-2025	Budget FY 2025-2026	Budget FY 2026-2027
41650	Human Resources				
111	Salaries - Permanent Employees - Regular	178,726	197,799	214,531	230,109
121	Wages-Hourly	127,296	160,310	118,696	125,725
122	Wages-Overtime	1,807	1,875	2,000	2,000
129	Other Wages	(142,458)	(215,571)	(222,038)	(208,735)
134	Longevity	430	650	730	780
135	Employee Relations	35,971	36,453	50,000	50,000
141	FICA - Employer Share	22,987	26,954	25,701	27,434
142	Health Insurance	97,236	104,384	106,423	107,101
143	Retirement - 401 City Match	13,619	16,063	15,118	16,138
144	Retirement - 457 City Match	5,085	5,608	11,758	12,551
147	Unemployment Insurance	-	1,625	3,000	3,000
148	Employee Education & Training	30,236	45,679	50,000	50,000
211	Postage	895	658	400	400
221	Printing, Stationery, Envelopes	3,928	4,963	4,000	4,000
231	Publication of Formal & Legal Notices	-	-	300	300
235	Membership, Registration Fees, Tuition	15,161	14,005	8,000	8,000
237	Advertising	2,583	1,229	2,000	2,000
259	Other Professional Services	42,482	89,213	100,000	100,000
260	Repair & Maintenance Service	78,214	137,299	130,000	130,000
280	Travel	8,806	19,073	10,000	20,000
287	Per Diem, Mileage Reimbursement	1,287	2,803	2,500	5,000
310	Office Supplies & Materials	5,936	1,047	2,500	2,500
312	Small Items of Equipment	1,936	1,088	1,500	1,500
320	Operating Supplies	2,762	91	1,000	1,000
323	Food	259	350	200	2,000
326	Clothing & Uniforms	627	261	300	-
376	Employee Relations - Thanksgiving	6,743	7,619	10,500	10,500
377	Employee Relations - Holiday	21,553	25,236	35,000	35,000
948	Computer Equipment	63,301	-	-	-
	Human Resources	\$ 627,408	\$ 686,765	\$ 684,120	\$ 738,303

Object Code	Description	Actual FY 2023-2024	Actual FY 2024-2025	Budget FY 2025-2026	Budget FY 2026-2027
41670	Engineering				
111	Salaries - Permanent Employees - Regular	127,332	129,541	168,553	261,404
121	Wages-Hourly	256,671	272,435	217,780	228,509
122	Wages-Overtime	1,473	1,289	2,000	2,000
128	Other Wages	(42,588)	-	-	-
129	Other Wages	(211,148)	(230,471)	(237,385)	(179,319)
132	Bonus Pay	-	-	2,191	-
134	Longevity	2,100	2,250	2,250	2,350
141	FICA - Employer Share	29,619	30,967	29,880	37,811
142	Health Insurance	105,891	122,092	124,907	116,591
143	Retirement - 401 City Match	16,824	18,139	17,576	22,242
144	Retirement - 457 City Match	4,628	4,859	13,670	17,299
147	Unemployment Insurance	-	-	-	-
148	Employee Education & Training	1,059	-	1,200	1,200
211	Postage	-	154	100	100
231	Publication of Formal & Legal Notices	-	-	200	200
235	Membership, Registration Fees, Tuition	365	290	1,500	1,500
241	Electric	5,778	-	6,000	6,000
242	Water	-	-	200	200
259	Other Professional Services	1,418	86,236	10,000	100,000
259	Other Professional Services	-	-	500,000	-
260	Repair & Maintenance Service	5,042	9,595	6,000	6,000
280	Travel	-	-	500	500
287	Per Diem, Mileage Reimbursement	-	-	300	300
310	Office Supplies & Materials	725	961	1,500	1,500
312	Small Items of Equipment	2,536	451	2,000	2,000
320	Operating Supplies	499	2,701	3,000	3,000
323	Food	180	248	400	400
324	Janitorial Supplies	337	-	300	300
326	Clothing & Uniforms	1,706	1,112	2,051	2,051
331	Gas, Oil, Diesel, etc.	3,916	2,959	4,000	4,000
529	Lease Vehicle	-	-	-	10,000
529	Lease Vehicle	-	-	-	10,000
533	Machinery & Equipment Rental	-	-	1,000	1,000
	Engineering	\$ 314,363	\$ 455,808	\$ 881,675	\$ 659,137

Object Code	Description	Actual FY 2023-2024	Actual FY 2024-2025	Budget FY 2025-2026	Budget FY 2026-2027
41680	Information Technology				
111	Salaries - Permanent Employees - Regular	207,763	223,316	227,419	241,174
121	Wages-Hourly	140,053	148,599	232,304	241,306
122	Wages-Overtime	19	562	3,250	3,250
129	Other Wages	(172,356)	(192,239)	(198,006)	(226,086)
132	Bonus Pay	-	-	4,769	-
134	Longevity	1,830	1,980	2,850	3,000
141	FICA - Employer Share	26,751	28,599	35,635	37,388
142	Health Insurance	63,404	69,592	107,398	96,060
143	Retirement - 401 City Match	15,725	16,762	20,962	21,993
144	Retirement - 457 City Match	9,637	10,271	16,304	17,106
148	Employee Education & Training	-	-	-	5,000
211	Postage	72	-	50	50
231	Publication of Formal & Legal Notices	336	-	200	200
233	Subscriptions to Newspapers & Periodicals	153	110	3,140	3,140
235	Membership, Registration Fees, Tuition	14,109	14,375	20,000	20,000
245	Telephone & Cell Phones	282,858	288,845	300,000	300,000
248	Communication Services-Comcast			-	-
259	Other Professional Services			-	-
260	Repair & Maintenance Service	108,614	164,486	160,000	160,000
260	Repair & Maintenance Service	-	-	18,000	18,000
260	Repair & Maintenance Service	-	-	7,500	7,500
260	Repair & Maintenance Service	-	-	15,000	-
310	Office Supplies & Materials	42	78	-	-
312	Small Items of Equipment	49,443	57,520	65,500	65,500
320	Operating Supplies	-	710	3,000	3,000
326	Clothing & Uniforms	201	-	1,350	1,350
331	Gas, Oil, Diesel, etc.	49	86	220	220
346	Communication Maintenance	49,174	49,918	51,000	51,000
529	Lease Vehicle	-	-	11,000	11,000
940	Machinery & Equipment				30,000
945	Communication Equipment Rutherford County	105,298	-	-	-
948	Computer Equipment	25,440	-	50,000	50,000
	Information Technology	\$ 928,616	\$ 883,569	\$ 1,158,846	\$ 1,161,150

Object Code	Description	Actual FY 2023-2024	Actual FY 2024-2025	Budget FY 2025-2026	Budget FY 2026-2027
41700	Planning				
111	Salaries - Permanent Employees - Regular	88,311	93,580	96,332	102,158
121	Wages-Hourly	-	-	57,733	66,544
129	Other Wages	42,588	-	-	-
134	Longevity	370	420	690	790
141	FICA - Employer Share	6,546	6,942	11,839	12,966
142	Health Insurance	22,077	32,000	58,448	64,104
143	Retirement - 401 City Match	3,986	4,209	6,964	7,627
144	Retirement - 457 City Match	-	-	5,416	5,932
148	Employee Education & Training	-	-	1,000	1,000
211	Postage	-	374	100	100
233	Subscriptions to Newspapers & Periodicals	-	-	100	100
235	Membership, Registration Fees, Tuition	10,945	11,999	12,000	12,000
280	Travel	-	652	800	800
287	Per Diem, Mileage Reimbursement	-	-	100	100
310	Office Supplies & Materials	254	372	300	300
312	Small Items of Equipment	-	-	-	-
323	Food	2,248	2,560	2,500	3,500
326	Clothing & Uniforms	780	439	600	600
331	Gas, Oil, Diesel, etc.	227	45	425	425
720	Grants/ Donations Other Institutions	27,336	28,763	33,500	33,500
	Planning	\$ 205,669	\$ 182,355	\$ 288,847	\$ 312,547

Object Code	Description	Actual FY 2023-2024	Actual FY 2024-2025	Budget FY 2025-2026	Budget FY 2026-2027
41710	Codes Administration				
111	Salaries - Permanent Employees - Regular	73,557	96,103	102,199	117,849
121	Wages-Hourly	116,677	90,610	100,713	116,138
122	Wages-Overtime	453	113	3,000	3,000
126	Wages-Inspector	231,991	335,963	374,712	425,548
130	Referral Pay	-	-	-	-
132	Bonus Pay	1,471	-	-	-
134	Longevity	2,450	3,410	3,930	4,280
141	FICA - Employer Share	32,585	39,504	44,718	51,011
142	Health Insurance	180,337	191,142	225,899	202,584
143	Retirement - 401 City Match	17,139	23,078	26,305	30,007
144	Retirement - 457 City Match	3,660	12,058	20,459	23,339
148	Employee Education & Training	2,870	3,439	4,000	4,000
211	Postage	7,260	7,310	3,000	7,500
221	Printing, Stationery, Envelopes	-	-	400	400
235	Membership, Registration Fees, Tuition	798	3,717	5,000	5,000
241	Electric	5,778	-	6,000	6,000
242	Water	-	-	150	150
248	Communication Services-Comcast	-	-	-	-
259	Other Professional Services	225	5,160	5,000	5,000
260	Repair & Maintenance Service	91,803	104,977	108,000	108,000
265	Repair & Maintenance Grounds	-	26	-	-
280	Travel	1,888	1,802	2,000	2,000
287	Per Diem, Mileage Reimbursement	355	769	500	500
310	Office Supplies & Materials	1,416	2,212	2,000	2,000
312	Small Items of Equipment	126	884	3,000	3,000
313	Books	173	995	2,500	2,500
320	Operating Supplies	1,012	2,431	1,500	1,500
323	Food	-	-	200	200
324	Janitorial Supplies	230	-	400	400
326	Clothing & Uniforms	2,730	1,835	3,000	3,000
331	Gas, Oil, Diesel, etc.	2,803	2,572	4,850	4,850
365	Condemnation	21,400	2,227	11,000	11,000
365	Condemnation	-	-	29,000	-
529	Lease Vehicle	-	2,550	10,702	10,702
529	Lease Vehicle	-	-	12,500	12,500
	Codes Administration	\$ 801,188	\$ 934,887	\$ 1,116,638	\$ 1,163,957

Object Code	Description	Actual FY 2023-2024	Actual FY 2024-2025	Budget FY 2025-2026	Budget FY 2026-2027
41810	City Hall				
211	Postage	-	-	-	-
221	Printing, Stationery, Envelopes	-	-	1,200	1,200
233	Subscriptions to Newspapers & Periodicals	701	852	700	700
235	Membership, Registration Fees, Tuition	-	-	-	-
241	Electric	22,074	13,330	24,000	24,000
242	Water	765	663	2,500	2,500
244	Gas	1,176	1,548	1,800	1,800
248	Communication Services-Comcast	1,000	1,086	2,500	2,500
259	Other Professional Services	500	(500)	5,000	5,000
260	Repair & Maintenance Service	10,106	12,205	15,000	15,000
266	Repair & Maintenance Building	6,854	14,836	15,000	15,000
310	Office Supplies & Materials	10,034	8,347	8,000	8,000
312	Small Items of Equipment	2,998	688	5,000	5,000
320	Operating Supplies	7,807	7,262	6,000	6,000
321	Agriculture & Horticulture Supplies	-	290	-	-
324	Janitorial Supplies	-	534	4,000	4,000
326	Clothing & Uniforms	-	-	-	-
331	Gas, Oil, Diesel, etc.	-	143	200	200
378	Employee Relations-Retreat	598	12,717	15,000	-
510	Insurance	577,598	620,282	615,000	615,000
529	Lease Vehicle	-	7,225	10,320	10,320
533	Machinery & Equipment Rental	8,531	17,724	9,000	9,000
534	Nes Pole Fee	16,370	5,666	15,000	15,000
596	Property Taxes	-	1,168	-	1,700
721	Grants-Non Profits	4,000,000	2,500,000	-	-
723	Grants/Donations Health Dept	4,000	4,000	4,000	4,000
920	Buildings	8,250,000	1,000,180	-	-
939	Other Improvements	328,672	-	750,000	200,000
939	Other Improvements	-	-	2,000,000	4,500,000
	City Hall	\$ 13,249,784	\$ 4,230,247	\$ 3,509,220	\$ 5,445,920

Object Code	Description	Actual FY 2023-2024	Actual FY 2024-2025	Budget FY 2025-2026	Budget FY 2026-2027
41920	Special Project - Census				
236	Public Relations	20,775	-	-	-
	Special Project - Census	\$ 20,775	\$ -	\$ -	\$ -

Object Code	Description	Actual FY 2023-2024	Actual FY 2024-2025	Budget FY 2025-2026	Budget FY 2026-2027
42100	Police				
111	Salaries - Permanent Employees - Regular	380,965	494,129	588,737	564,752
121	Wages-Hourly	3,796,928	4,405,675	4,886,116	5,538,366
122	Wages-Overtime	629,366	923,972	650,000	650,000
123	Wages-Clerical	570,973	644,785	796,957	855,707
124	Wages-Dispatcher	421,790	431,686	639,615	730,923
128	Wages-Other (Pay Supplement from POST)	34,400	75,400	46,000	46,000
130	Referral Pay	-	200	200	200
132	Bonus Pay	-	-	13,883	-
134	Longevity	26,960	28,720	30,880	31,430
138	Clothing Taxable Fringe	4,800	6,669	6,800	6,800
141	FICA - Employer Share	449,470	532,853	580,811	643,929
142	Health Insurance	1,963,192	1,868,413	2,834,325	2,567,519
143	Retirement - 401 City Match	247,734	282,728	341,654	378,782
144	Retirement - 457 City Match	112,560	141,236	265,731	294,608
147	Unemployment Insurance	1,934	-	-	-
148	Employee Education & Training	61,797	56,376	55,000	55,000
211	Postage	1,303	2,089	1,500	1,500
221	Printing, Stationery, Envelopes	2,498	5,376	4,000	4,000
223	Publications	31	-	1,000	1,000
231	Publication of Formal & Legal Notices	-	263	500	500
234	Subscriptions	40,740	37,669	22,500	50,000
235	Membership, Registration Fees, Tuition	10,827	16,843	9,000	9,000
236	Public Relations/Recruitment	3,601	7,516	8,000	8,000
241	Electric	44,869	31,538	49,500	49,500
242	Water	3,399	3,228	4,000	4,000
244	Gas	1,697	1,993	2,200	2,200
245	Telephone & Cell Phones			-	-
248	Communication Services-Comcast	-	-	1,800	1,800
259	Other Professional Services	117,618	151,732	85,000	260,000
260	Repair & Maintenance Service	179,876	273,264	230,000	230,000
261	Repair & Maintenance Vehicles	73,121	4,455	65,000	65,000
266	Repair & Maintenance Building	20,470	4,757	20,000	20,000
280	Travel	35,013	28,774	25,000	25,000
287	Meals & Per Diem	14,273	21,219	15,000	15,000
290	Dui Towing-Contractual Services	-	5,262	2,000	2,000
310	Office Supplies & Materials	30,921	25,090	30,000	30,000
312	Small Items of Equipment	770,847	48,492	120,000	120,000
312	Small Items of Equipment	-		60,000	-
320	Operating Supplies	26,014	36,503	20,000	20,000
322	Chemical, Laboratory, & Medical	4,954	1,737	2,000	2,000
323	Food	8,977	7,807	15,000	15,000
324	Janitorial Supplies	2,929	3,245	3,000	3,000
326	Clothing & Uniforms	77,687	60,154	70,000	70,000
327	Fire Arm Supplies	(14,828)	29,777	58,000	58,000
331	Gas, Oil, Diesel, etc.	171,058	146,463	200,000	200,000
345	Communication Lease & Metro Contract	31,328	5,609	52,000	52,000
529	Lease Vehicle	-	-	46,213	46,213
533	Machinery & Equipment Rental	7,904	5,776	7,500	7,500
718	Sex Offender Expense	-	984	2,000	2,000
785	Grants-Bullet Proof Vests	19,057	24,597	24,000	24,000
789	Other Grants, Crime Felony Accounts	(1,812)	1,200	3,000	3,000
796	K-9 Unit	6,470	19,727	10,000	10,000
799	Grants & Contribution Christmas	-	4,705	9,000	9,000

Object Code	Description	Actual FY 2023-2024	Actual FY 2024-2025	Budget FY 2025-2026	Budget FY 2026-2027
920	Buildings	-	65,579	-	-
944	Transportation Equipment	871,154	193,396	-	-
945	Communication Equipment	-	31,280	-	-
948	Computer Equipment	-	81,446	-	-
949	Other Machinery & Equipment	29,995	-	-	-
	Police	\$ 11,294,862	\$ 11,282,385	\$ 13,014,421	\$ 13,784,230

Object Code	Description	Actual FY 2023-2024	Actual FY 2024-2025	Budget FY 2025-2026	Budget FY 2026-2027
42200	Fire Department				
111	Salaries - Permanent Employees - Regular	3,535,398	3,937,864	4,713,057	4,986,031
121	Wages-Hourly	205,320	210,877	248,839	255,478
122	Wages-Overtime	163,234	220,983	235,000	235,000
128	Other Wages	44,000	44,800	55,200	55,200
130	Referral Pay	200	200	200	200
132	Bonus Pay	1,648	-	5,429	-
134	Longevity	19,270	20,070	22,320	24,740
141	FICA - Employer Share	300,642	335,351	399,270	425,084
142	Health Insurance	1,395,024	1,376,545	1,763,518	1,682,564
143	Retirement - 401 City Match	157,662	181,160	234,865	250,049
144	Retirement - 457 City Match	59,513	83,877	182,673	194,483
148	Employee Education & Training	42,481	47,007	85,000	85,000
211	Postage	74	145	500	500
221	Printing, Stationery, Envelopes	-	-	500	500
223	Publications	-	-	200	200
233	Subscription to Newspapers & Periodicals	580	-	200	200
235	Membership, Registration Fees, Tuition	6,614	9,440	8,500	8,500
236	Public Relations	188	2,356	5,000	5,000
241	Electric	25,152	39,488	50,000	50,000
242	Water	4,758	2,416	2,750	5,000
244	Gas	6,544	9,562	10,500	18,500
248	Communication Services-Comcast	1,657	679	3,000	3,000
259	Other Professional Services	1,810	444	36,000	42,000
260	Other Professional Services	-	-	-	100,000
260	Repair & Maintenance Service	49,052	73,313	50,000	50,000
261	Repair & Maintenance Vehicles	169,724	54,040	40,000	40,000
266	Repair & Maintenance Building	6,643	24,754	20,000	20,000
280	Travel	3,445	5,340	10,000	10,000
287	Per Diem, Mileage Reimbursement	4,096	496	4,000	4,000
310	Office Supplies & Materials	5,081	5,736	9,000	9,000
312	Small Items of Equipment	120,075	52,865	45,000	45,000
313	Books	3,377	2,158	8,000	8,000
320	Operating Supplies	20,464	14,717	25,000	25,000
322	Medical Supplies	19,093	19,132	20,000	20,000
323	Food	-	2,033	4,000	4,000
324	Janitorial Supplies	5,786	6,200	7,500	7,500
326	Clothing & Uniforms	56,050	52,599	55,000	60,500
329	PPE	73,709	82,477	50,000	50,000
331	Gas, Oil, Diesel, etc.	57,691	41,234	65,000	65,000
529	Lease Vehicle	6,000	1,500	6,000	6,000
529	Lease Vehicle	-	-	-	15,000
529	Lease Vehicle	-	-	-	10,000
533	Machinery & Equipment Rental	6,466	6,809	5,000	8,000
722	Fire Prevention	15,972	13,555	21,000	21,000
734	Emergency Services - Non Profit	34,228	32,524	35,000	35,000
788	Hazmat	1,677	2,095	10,000	10,000
920	Buildings	8,341,828	1,607,330	-	-
939	Other Improvements	37,000	147,058	700,000	-
940	Machinery & Equipment	-	91,400	230,000	-
944	Transportation Equipment	793,439	-	-	-
	Fire Department	\$ 15,802,666	\$ 8,862,629	\$ 9,482,021	\$ 8,950,229

Object Code	Description	Actual FY 2023-2024	Actual FY 2024-2025	Budget FY 2025-2026	Budget FY 2026-2027
43100	Highways & Streets				
111	Salaries - Permanent Employees - Regular	-	-	41,567	44,061
121	Wages-Hourly	344,458	450,794	461,920	494,256
122	Wages-Overtime	11,185	12,078	15,000	15,000
134	Longevity	1,360	1,630	1,950	2,170
141	FICA - Employer Share	26,919	35,012	39,813	42,495
142	Health Insurance	215,038	202,726	313,012	277,381
143	Retirement - 401 City Match	12,269	18,040	23,420	24,997
144	Retirement - 457 City Match	2,750	3,708	18,215	19,442
148	Employee Education & Training	2,490	450	2,000	2,000
211	Postage	-	-	100	100
221	Printing, Stationery, Envelopes	-	-	50	50
235	Membership, Registration Fees, Tuition	-	-	200	200
241	Electric	5,850	5,083	6,600	6,600
242	Water	313	591	770	770
244	Gas	898	1,057	1,100	1,100
259	Other Professional Services	-	31,080	400	400
260	Repair & Maintenance Service	6,880	26,959	20,000	20,000
265	Repair & Maintenance Grounds	-	1,554	500	500
266	Repair & Maintenance Building	642	727	1,000	1,000
268	Repair & Maintenance Roads & Streets	22,072	11,392	25,000	25,000
280	Travel	-	-	100	100
310	Office Supplies & Materials	2,877	2,878	2,200	2,200
312	Small Items of Equipment	51,592	1,359	3,000	3,000
320	Operating Supplies	25,072	43,280	30,000	30,000
320	Operating Supplies	-	-	-	100,000
323	Food	242	151	200	200
324	Janitorial Supplies	2,343	1,949	1,500	1,500
326	Clothing & Uniforms	7,758	5,927	7,000	7,000
331	Gas, Oil, Diesel, etc.	33,895	27,961	38,000	38,000
342	Sign Parts & Supplies	4,605	22,695	15,000	15,000
529	Lease Vehicle	-	4,230	10,702	10,702
533	Machinery & Equipment Rental	-	-	-	-
940	Machinery & Equipment	37,439	56,934	7,050	-
944	Transportation Equipment	223,921	417,429	-	-
	Highways & Streets	\$ 1,042,866	\$ 1,387,674	\$ 1,087,370	\$ 1,185,224

Object Code	Description	Actual FY 2023-2024	Actual FY 2024-2025	Budget FY 2025-2026	Budget FY 2026-2027
43170	Fleet Maintenance				
121	Wages-Hourly	178,841	184,474	187,514	204,517
122	Wages-Overtime	5,426	3,677	4,000	4,000
134	Longevity	890	1,460	1,610	1,760
141	FICA - Employer Share	13,818	14,134	14,774	16,086
142	Health Insurance	66,231	96,000	106,812	96,157
143	Retirement - 401 City Match	8,327	8,462	8,691	9,462
144	Retirement - 457 City Match	2,885	2,921	6,759	7,360
148	Employee Education & Training	221	1,094	1,200	1,200
260	Repair & Maintenance Service	684	1,940	-	-
266	Repair & Maintenance Building	57	1,031	500	500
270	Fleet-Admin	3,800	2,714	2,000	2,000
271	Fleet-Codes	6,779	4,484	3,000	3,000
272	Fleet-Engineering	960	857	1,500	1,500
273	Fleet-Parks & Rec	16,039	8,910	13,000	13,000
274	Fleet-Police	135,993	202,734	135,000	135,000
275	Fleet-Streets	62,883	43,719	50,000	50,000
276	Fleet-Sewer	-	21,041	-	-
277	Fleet-Water	2,706	37,113	-	-
278	Fleet-Water Billing	-	308	-	-
281	Fleet-Maintenance	-	1,429	3,000	3,000
301	Fleet-Hazmat	-	-	1,500	1,500
302	Fleet-IT	671	243	500	500
303	Fleet-Seniors	-	-	500	500
305	Fleet-Stormwater	771	30,915	-	-
308	Fleet-Fire Dept	70,579	136,245	120,000	120,000
309	Fleet-City Hall	192	208	400	400
310	Office Supplies & Materials	118	220	300	300
312	Small Items of Equipment	7,409	11,453	12,000	12,000
320	Operating Supplies	25,686	35,575	25,000	25,000
324	Janitorial Supplies	-	-	200	200
326	Clothing & Uniforms	1,301	1,094	1,600	1,600
331	Gas, Oil, Diesel, etc.	11,110	10,786	13,000	13,000
	Fleet Maintenance	\$ 624,378	\$ 865,239	\$ 714,361	\$ 723,542

Object Code	Description	Actual FY 2023-2024	Actual FY 2024-2025	Budget FY 2025-2026	Budget FY 2026-2027
44300	Culture				
721	Grant or Donation-Non Profit	54,259	58,259	63,250	65,750
	Culture	\$ 54,259	\$ 58,259	\$ 63,250	\$ 65,750

Nonprofit Organizations	2025-2026	2026-2027
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General Fund

Carpe Artista	\$12,500	\$12,500
Child Advocacy Center of Rutherford County (General Fund)	\$8,000	\$8,000
Domestic Violence & Sexual Assault (DVSA)	\$2,500	\$2,500
Industrial Development Board	\$10,000	\$0
MCHRA Meals on Wheels	\$11,750	\$11,750
MCHRA Transportation	\$1,000	\$1,000
No Longer Bound - Club Knockout	\$25,000	\$25,000
Special Kids Inc	\$2,500	\$2,500
Read To Succeed (New)	\$0	\$2,500
PAWS	\$0	\$0
La Vergne Housing Authority (New)	\$0	\$0
Life of Victory International Christian Ministries (New)	\$0	\$0
Total - General Fund	\$73,250	\$65,750

Drug Fund

Child Advocacy Center of Rutherford County (Drug Fund)	\$8,000	\$8,000
Tennessee Association of Chief of Police (Drug Fund)	\$4,500	\$4,500
Total - Drug Fund	\$12,500	\$12,500

TOTAL NONPROFIT REQUESTS

	\$85,750	\$78,250
Increase/Decrease		-\$7,500
% Change		-9%

Object Code	Description	Actual FY 2023-2024	Actual FY 2024-2025	Budget FY 2025-2026	Budget FY 2026-2027
44400	Parks & Recreation/Maint				
111	Salaries - Permanent Employees - Regular	114,924	107,474	110,634	117,272
121	Wages-Hourly	765,640	870,888	942,845	1,006,982
122	Wages-Overtime	26,582	24,467	25,000	25,000
123	Wages-Clerical	34,286	45,295	47,383	54,640
129	Other Wages	(323,711)	(206,290)	(212,478)	(228,778)
130	Referral Pay	-	100	100	100
134	Longevity	6,280	6,400	7,320	8,220
141	FICA - Employer Share	72,404	80,691	86,688	92,734
142	Health Insurance	409,820	395,726	457,181	412,557
143	Retirement - 401 City Match	36,198	43,043	49,683	54,545
144	Retirement - 457 City Match	17,359	18,655	38,642	42,424
148	Employee Education & Training	1,890	535	4,000	4,000
211	Postage	-	4	300	300
221	Printing, Stationery, Envelopes	-	-	500	500
230	Public Relations 4th of July	42,756	27,293	40,000	40,000
231	Publication of Formal & Legal Notices	431	137	300	300
235	Membership, Registration Fees, Tuition	1,925	1,343	2,500	2,500
237	Advertising	15,548	9,285	12,500	12,500
238	Public Relations - Old Timers Days	42,343	36,344	45,000	45,000
241	Electric	45,328	31,616	55,000	55,000
242	Water	9,070	9,452	13,200	13,200
244	Gas	1,623	2,032	2,200	2,200
248	Comcast	-	1	-	-
259	Other Professional Services	65	-	1,000	1,000
260	Repair & Maintenance Service	17,837	26,806	45,000	45,000
261	Repair & Maintenance Vehicles	973	1,156	2,000	2,000
265	Repair & Maintenance Grounds	10,604	158,993	25,000	25,000
266	Repair & Maintenance Building	38,869	11,049	8,000	8,000
280	Travel	462	632	1,500	1,500
287	Per Diem, Mileage Reimbursement	67	375	400	400
310	Office Supplies & Materials	6,330	5,498	6,000	6,000
312	Small Items of Equipment	82,373	437	4,000	4,000
320	Operating Supplies	28,633	24,294	30,000	30,000
321	Agriculture & Horticulture Services	6,201	4,973	10,500	10,500
323	Food	312	336	500	500
324	Janitorial Supplies	8,156	1,860	6,500	6,500
326	Clothing & Uniforms	11,186	9,920	9,000	9,000
330	Repair & Maintenance Supplies	10,684	8,493	15,000	15,000
331	Gas, Oil, Diesel, etc.	15,481	13,082	16,000	16,000
529	Lease Vehicle	-	-	11,000	11,000
529	Lease Vehicle	-	-	11,000	11,000
533	Machinery & Equipment Rental	3,250	3,382	5,000	5,000
754	5K Run	5,801	8,284	10,000	10,000
756	Veteran's Memorial Services	382	558	700	700
757	Veteran's Memorial Wall Bricks	577	864	1,200	1,200
850	Programs	31,832	37,579	35,000	35,000
920	Buildings	25,541	-	-	-
939	Other Improvements	-	4,659	-	-
940	Machinery & Equipment	-	8,915	16,000	16,000
949	Other Machinery & Equipment	-	-	-	11,000
950	Other Machinery & Equipment	-	-	-	18,000
944	Transportation Equipment	47,351	-	-	-
	Parks & Recreation/Maint	\$ 1,673,664	\$ 1,836,633	\$ 1,998,798	\$ 2,060,496

Object Code	Description	Actual FY 2023-2024	Actual FY 2024-2025	Budget FY 2025-2026	Budget FY 2026-2027
44800	Library				
111	Salaries - Permanent Employees - Regular	136,761	148,547	147,944	156,866
121	Wages-Hourly	366,412	355,320	427,413	475,599
122	Wages-Overtime	6,496	477	4,000	4,000
132	Bonus Pay	-	-	1,353	-
134	Longevity	3,700	3,200	3,500	4,000
141	FICA - Employer Share	38,903	38,661	44,589	48,996
142	Health Insurance	162,663	147,334	155,666	192,169
143	Retirement - 401 City Match	15,019	14,631	17,598	28,821
144	Retirement - 457 City Match	2,506	4,015	13,687	22,416
148	Employee Education & Training	49	297	1,250	1,250
211	Postage	118	1	500	500
233	Subscriptions to Newspapers & Periodicals	12,087	11,734	13,000	13,000
235	Membership, Registration Fees, Tuition	765	788	1,000	1,000
237	Advertising	395	-	-	-
241	Electric	41,179	31,200	49,500	49,500
242	Water	451	378	880	880
244	Gas	2,115	2,615	2,200	2,200
248	Communication Services-Comcast	1,431	(9)	1,600	1,600
260	Repair & Maintenance Service	31,728	56,679	10,000	10,000
266	Repair & Maintenance Building	5,406	43,626	10,000	10,000
280	Travel	26	-	-	-
310	Office Supplies & Materials	3,233	3,367	8,500	8,500
312	Small Items of Equipment	18,326	6,488	5,000	5,000
313	Books	36,788	33,588	47,000	47,000
314	Audio Books/Electronic Audio	7,308	6,478	8,000	8,000
315	Video Tapes	6,037	2,661	2,500	2,500
317	Compact Discs	70	-	100	100
320	Operating Supplies	9,443	9,363	10,000	10,000
323	Food	1,363	1,261	500	500
324	Janitorial Supplies	2,715	3,170	2,200	2,200
533	Machinery & Equipment Rental	13,066	11,838	15,000	15,000
850	Programs	28,288	32,647	20,800	20,800
	Library	\$ 954,848	\$ 970,352	\$ 1,025,279	\$ 1,142,397

Object Code	Description	Actual FY 2023-2024	Actual FY 2024-2025	Budget FY 2025-2026	Budget FY 2026-2027
47100	Economic Development				
111	Salaries - Permanent Employees - Regular	91,837	101,187	102,199	117,849
121	Wages-Hourly	94,109	116,722	119,632	141,632
122	Wages-Overtime	8,661	2,077	1,000	1,000
134	Longevity	1,060	1,310	1,410	1,510
138	Clothing Taxable Fringe	3,771	5,099	6,000	6,000
141	FICA - Employer Share	15,249	16,979	17,154	20,501
142	Health Insurance	58,203	76,000	82,657	74,172
143	Retirement - 401 City Match	9,052	10,076	10,091	11,790
144	Retirement - 457 City Match	2,391	2,259	7,848	9,170
148	Employee Education & Training	922	1,029	5,500	5,500
211	Postage	144	64	500	500
221	Printing, Stationery, Envelopes	-	61	100	100
235	Membership, Registration Fees, Tuition	849	770	7,000	7,000
236	Public Relations	3,348	-	5,000	5,000
237	Advertising	14,275	3,761	15,000	15,000
250	Industrial Development Board	10,000	10,000	10,000	-
259	Other Professional Services	85,930	78,346	80,000	80,000
280	Travel	21,847	17,400	30,000	30,000
287	Per Diem, Mileage Reimbursement	3,701	4,584	6,000	11,000
297	ICSC- Vegas	20,755	23,995	22,000	27,000
310	Office Supplies & Materials	74	1,211	900	900
312	Small Items of Equipment	-	5,818	3,000	3,000
320	Operating Supplies	60	240	-	-
323	Food	-	622	1,000	1,000
326	Clothing & Uniforms	216	3	500	500
331	Gas, Oil, Diesel, etc.	752	599	900	900
533	Machinery & Equipment Rental	87	2,305	2,000	2,000
727	Grants/Donations Chamber of Commerce	39,836	39,836	40,000	40,000
	Economic Development	\$ 487,129	\$ 522,353	\$ 577,392	\$ 613,024

Object Code	Description	Actual FY 2023-2024	Actual FY 2024-2025	Budget FY 2025-2026	Budget FY 2026-2027
47200	Public Relations				
121	Wages-Hourly	158,300	143,025	83,504	81,041
122	Wages-Overtime	5,186	4,151	3,250	3,250
132	Bonus Pay	2,315	-	-	-
134	Longevity	1,040	1,090	70	120
141	FICA - Employer Share	12,577	11,235	6,642	6,457
142	Health Insurance	48,154	48,667	35,604	10,944
143	Retirement - 401 City Match	7,513	6,693	3,907	3,798
144	Retirement - 457 City Match	5,641	3,470	3,039	2,950
148	Employee Education & Training	-	60	2,500	2,500
211	Postage	-	-	-	-
221	Printing, Stationery, Envelopes	67	132	4,000	4,000
228	Public Relations - Pageant	-	12	-	-
234	Subscriptions	8,276	9,899	1,060	1,060
235	Membership, Registration Fees, Tuition	2,035	1,062	1,660	1,660
236	Public Relations	1,214	717	8,000	8,000
237	Advertising	2,654	-	4,000	4,000
239	Licensing	-	892	2,500	2,500
260	Repair & Maintenance Service	60	5,810	-	-
280	Travel	128	-	400	400
310	Office Supplies & Materials	-	44	200	200
312	Small Items of Equipment	11,933	5,332	10,000	10,000
320	Operating Supplies	5,065	431	5,000	5,000
326	Clothing & Uniforms	488	178	50	50
799	Christmas Kids & Seniors	2,778	-	-	-
	Public Relations	\$ 275,425	\$ 242,901	\$ 175,386	\$ 147,931

Object Code	Description	Actual FY 2023-2024	Actual FY 2024-2025	Budget FY 2025-2026	Budget FY 2026-2027
49000	Debt Service				
604	2015 Bond Issue Principal-(\$5,420,000)	260,000	270,000	275,000	325,000
606	2005 Bond Issue Principal - 311	210,000	217,500	-	-
618	2009 Bond Issue Principal - 121	550,000	-	-	-
624	2015 Bond Issue Interest (\$5,420,000)	101,323	96,123	90,048	101,000
626	2005/2014 Bond Issue Interest - 311	10,163	5,438	-	-
627	2021 GO Bond Interest	457,400	426,150	393,400	425,000
641	2009 Bond Issue Interest - 121	22,000	-	-	-
651	Radio Console Replacement Principal	63,838	-	-	-
652	Radio Console Replacement Interest	1,432	-	-	-
680	2021 GO Bond Principal	625,000	655,000	690,000	750,000
691	Bank Service Charges	810	810	2,200	2,200
	Debt Service	\$ 2,301,965	\$ 1,671,020	\$ 1,450,648	\$ 1,603,200

Object Code	Description	Actual FY 2023-2024	Actual FY 2024-2025	Budget FY 2025-2026	Budget FY 2026-2027
51626	Operating Transfers				
761	Transfer to Capital Projects Parks	260,000	250,000	-	341,000
762	Transfer to Capital Projects Streets	-	-	2,000,000	1,821,769
763	Transfer to Drug Fund	30,000	30,000	30,000	30,000
768	Transfer to W/S Fund	-	-	-	-
769	Transfer to Senior Citizens Fund	174,538	200,000	279,750	337,955
	Operating Transfers	\$ 464,538	\$ 480,000	\$ 2,309,750	\$ 2,530,724
	TOTAL EXPENDITURES	\$ 53,070,309	\$ 37,433,449	\$ 41,728,570	\$ 44,567,866

SPECIAL REVENUE FUNDS

Function	Object Code	Description	Actual FY 2023-2024	Actual FY 2024-2025	Budget FY 2025-2026	Budget FY 2026-2027
REVENUE						
33551		State Gasoline & Motor Fuel	\$ 1,354,108	\$ 1,354,538	\$ 1,417,440	\$ 1,441,150
36100		Interest Earnings	28,396	27,477	20,000	20,000
36350		Insurance Recoveries	33,892	40,017	5,000	5,000
36900		Other Financing Sources	8,017	-	-	-
37840		Other Transfer from Fund Balance	-	-	-	187,577
27100		Total Revenues	\$ 1,424,413	\$ 1,422,032	\$ 1,442,440	\$ 1,653,727
EXPENDITURES						
43100	247	Street Lighting	\$ 153,090	\$ 195,790	\$ 200,000	\$ 200,000
43100	259	Professional Service	6,440	47,360	-	-
43100	264	Repair & Maintenance - Guardrail	85,860	20,005	50,000	50,000
43100	264	Repair & Maintenance - Guardrail	-	-	29,000	-
43100	268	Repair & Maintenance Road	972,184	1,084,735	1,160,000	1,403,227
43100	555	Bank Service Charge	1,352	1,888	700	500
49000	616	Principal Due - 2005/2014 Debt (\$3,050,000)	70,000	72,500	-	-
49000	634	Interest Due - 2005/2014 Debt (\$3,050,000)	3,388	1,813	-	-
27100		Total Expenditures	\$ 1,292,313	\$ 1,424,091	\$ 1,439,700	\$ 1,653,727
		Total Revenues	\$ 1,424,413	\$ 1,422,032	\$ 1,442,440	\$ 1,653,727
		Total Expenditures	\$ 1,292,313	\$ 1,424,091	\$ 1,439,700	\$ 1,653,727
		Surplus/(Deficit)	\$ 132,100	\$ (2,059)	\$ 2,740	\$ -

Function	Object Code	Description	Actual FY 2023-2024	Actual FY 2024-2025	Budget FY 2025-2026	Budget FY 2026-2027
REVENUE						
35110		State Court Fines & Cost	\$ 16,775	\$ 19,394	\$ 20,000	\$ 20,000
35131		Impound Fees	-	1,965	200	200
35200		Forfeits	49,290	-	10,000	5,000
36100		Interest Earnings	8,052	7,147	7,000	9,000
36521		Sale of Police Supplies & Materials	-	-	-	-
36900		Other Financing Sources	-	-	-	-
36961		Transfer in from General Fund	30,000	30,000	30,000	30,000
37840		Other Transfer from Fund Balance	-	-	-	327,878
27100		Total Revenues	\$ 104,117	\$ 58,506	\$ 67,200	\$ 392,078
EXPENDITURES						
42129	148	Employee Education & Training	\$ 2,255	\$ 2,445	\$ 10,000	\$ 10,000
42129	235	Membership, Registration Fees	-	850	2,000	2,000
42129	261	Repair & Maintenance Vehicle	-	-	1,000	-
42129	280	Travel	5,564	4,716	10,000	10,000
42129	290	Towing-Contractual Services	-	-	1,000	1,000
42129	312	Small Items of Equipment	-	126,436	-	17,600
42129	320	Operating Supplies	-	835	4,000	4,000
42129	327	Firearms Supply	-	-	15,000	10,000
42129	555	Bank Service Charge	1,014	1,264	1,100	1,100
42129	729	Grant or Donation - Organizations	8,000	12,500	12,500	12,500
42129	791	Grants & Contributions DARE	-	-	10,000	10,000
42129	944	Transportation Equipment	-	-	-	213,878
42129	948	Computer Equipment	-	-	-	100,000
27100		Total Expenditures	\$ 16,833	\$ 149,046	\$ 66,600	\$ 392,078
		Total Revenues	\$ 104,117	\$ 58,506	\$ 67,200	\$ 392,078
		Total Expenditures	\$ 16,833	\$ 149,046	\$ 66,600	\$ 392,078
		Surplus/(Deficit)	\$ 87,284	\$ (90,539)	\$ 600	\$ -

Function	Object Code	Description	Actual FY 2023-2024	Actual FY 2024-2025	Budget FY 2025-2026	Budget FY 2026-2027
REVENUE						
33710		Local Grant - Rutherford County	46,200	-	-	-
34803		Senior Citizens Activities	607	-	-	-
36100		Interest Earnings	2,944	4,048	3,000	7,000
36718		Fundraiser - Other	1,206	-	-	-
36725		Contributions Other	6	20	-	-
36727		State of TN-GNRC Grant	24,220	-	-	-
36961		Transfer in from General Fund	174,538	200,000	297,150	337,955
37840		Other Transfer from Fund Balance	-	-	-	90,000
27100		Total Revenues	\$ 249,722	\$ 204,068	\$ 300,150	\$ 434,955

EXPENDITURES						
44310	129	Other Wages	\$ 144,530	\$ -	\$ -	\$ -
44310	241	Electric	5,694	5,935	6,000	14,000
44310	242	Water	653	1,028	900	900
44310	244	Gas	3,378	3,656	6,000	4,000
44310	248	Comcast	1,286	1,197	1,500	1,500
44310	259	Other Professional Services	38,333	230,000	279,750	310,655
44310	260	Repair & Maintenance Service	1,881	1,134	2,000	6,100
44310	266	Repair & Maintenance Building	1,314	574	1,500	3,000
44310	287	Meals & Entertainment	1,961	-	-	-
44310	310	Office Supplies & Material	317	198	-	-
44310	312	Small Items of Equipment	2,936	-	-	-
44310	320	Operating Supplies	1,759	-	-	-
44310	323	Food	13,359	1,794	2,000	2,000
44310	324	Janitorial Supplies	7	-	-	-
44310	331	Gas, Oil, Diesel, Etc.	890	-	-	-
44310	555	Bank Service Charge	456	606	500	300
44310	750	Programs, Music	4,352	-	-	-
44310	755	Lunch Fund Raiser Expenses	-	725	-	2,500
44310	939	Other Improvements	-	-	-	80,000
44310	939	Other Improvements	-	-	-	10,000
27100		Total Expenditures	\$ 223,106	\$ 246,846	\$ 300,150	\$ 434,955

		Total Revenues	\$ 249,722	\$ 204,068	\$ 300,150	\$ 434,955
		Total Expenditures	\$ 223,106	\$ 246,846	\$ 300,150	\$ 434,955
		Surplus/(Deficit)	\$ 26,615	\$ (42,778)	\$ -	\$ -

Function	Object Code	Description	Actual FY 2023-2024	Actual FY 2024-2025	Budget FY 2025-2026	Budget FY 2026-2027
REVENUE						
33210		Federal Revenue Sharing	\$ 319,937	\$ 307,877	\$ 50,000	\$ 50,000
36100		Interest Earnings	72	11,324	5,000	10,000
37840		Operating Transfer from Fund Balance	-	-	675,750	217,112
27200		Total Revenues	\$ 320,009	\$ 319,202	\$ 730,750	\$ 277,112
EXPENDITURES						
42179	260	Repair & Maintenance Services	\$ 23,415	\$ -	\$ -	\$ -
42179	312	Small Items of Equipment	331,566	157,582	27,500	-
42179	312	Small Items of Equipment	-	-	327,000	-
42179	312	Small Items of Equipment				20,000
42179	312	Small Items of Equipment				14,484
42179	312	Small Items of Equipment	-	33,770	375,000	27,500
42179	555	Bank Service Charges	481	599	250	250
42179	742	Undercover Operations	340	-	1,000	1,000
42179	944	Transportation Equipment	-	-	-	213,878
27200		Total Expenditures	\$ 355,803	\$ 191,950	\$ 730,750	\$ 277,112
		Total Revenues	\$ 320,009	\$ 319,202	\$ 730,750	\$ 277,112
		Total Expenditures	\$ 355,803	\$ 191,950	\$ 730,750	\$ 277,112
		Surplus/(Deficit)	\$ (35,794)	\$ 127,251	\$ -	\$ -

Function	Object Code	Description	Actual FY 2023-2024	Actual FY 2024-2025	Budget FY 2025-2026	Budget FY 2026-2027
REVENUE						
36100		Interest Income	\$ 76,486	\$ 36,015	\$ 40,000	\$ 50,000
36520		Sale Assets	-	-	-	-
36900		Other Financing Sources	(376)	0	-	-
37711		Residential	588,887	596,767	730,000	730,000
37712		Non Residential	821,839	834,080	800,000	900,000
37791		Penalty & Fees	15,125	12,273	20,000	20,000
37840		Operating Transfer from Fund Balance	-	-	150,000	258,726
		Total Revenues	\$ 1,501,961	\$ 1,479,136	\$ 1,740,000	\$ 1,958,726

Function	Object Code	Description	Actual FY 2023-2024	Actual FY 2024-2025	Budget FY 2025-2026	Budget FY 2026-2027
EXPENDITURES						
55100	111	Salaries - Permanent Employees - Regular	\$ -	\$ -	\$ 41,567	\$ 44,061
55100	121	Wages-Hourly	448,958	457,654	475,873	495,678
55100	122	Wages-Overtime	6,630	2,093	4,000	4,000
55100	129	Other Wages	341,221	399,770	411,763	273,731
55100	132	Bonus Pay	-	-	2,129	-
55100	134	Longevity Pay	4,010	3,610	3,930	3,480
55100	141	FICA-Employer Share	23,437	35,231	40,191	40,191
55100	142	Health Insurance	180,115	202,625	243,168	197,251
55100	143	Retirement - 401 City Match	20,659	19,382	23,642	23,642
55100	144	Retirement - 457 City Match	3,300	3,415	24,625	24,625
55100	148	Employee Education & Training	614	438	5,000	5,000
55100	170	Fees	3,580	4,205	4,500	4,500
55100	211	Postage	1,386	192	750	750
55100	221	Printing, Stationery Envelopes	-	-	200	200
55100	233	Subscriptions to Newspapers & Periodicals	-	-	200	200
55100	235	Membership, Registration Fees, Tuition	755	800	2,500	2,500
55100	236	Public Relations	4,428	7,500	8,000	8,000
55100	237	Advertising	189	-	300	300
55100	241	Electric	18,528	17,670	8,000	20,000
55100	242	Water	420	485	500	500
55100	245	Telephone & Cell Phones	2,080	2,156	3,000	3,000
55100	248	Comcast	1,093	1,086	1,100	1,100
55100	253	Accounting & Audit Services	5,800	3,600	5,500	5,500
55100	259	Other Professional Services	3,529	41,575	96,150	96,150
55100	260	Repair & Maintenance Service	17,685	8,396	20,000	30,000
55100	261	Repair & Maintenance Vehicle	34,287	3,172	18,000	18,000
55100	265	Ditch & Drainage Repair	16,844	1,381	20,000	20,000
55100	266	Repair & Maintenance Building	3,221	887	5,000	5,000
55100	280	Travel	-	-	1,000	1,000
55100	287	Meals & Entertainment	16	200	500	500
55100	307	Street Sweeper Maintenance	794	718	4,000	4,000
55100	310	Office Supplies & Materials	4,630	2,247	4,000	4,000
55100	312	Small Items of Equipment	5,282	849	5,000	5,000
55100	320	Operating Supplies	11,792	7,271	40,000	40,000
55100	323	Food	331	242	750	750
55100	324	Janitorial	383	991	1,000	1,000
55100	326	Clothing & Uniforms	4,122	3,741	5,000	5,000
55100	331	Gas, Oil, Diesel, etc	19,884	14,519	16,000	16,000
55100	346	Computer Maintenance	24,587	24,587	25,000	25,000
55100	510	Insurance	109,680	127,148	135,875	111,388
55100	529	Lease	6,000	5,000	-	-
55100	533	Machinery & Equipment Rental	5,200	4,800	9,000	9,000
55100	555	Bank Service Charge	3,345	2,812	1,500	1,500
55100	920	Building	1,500,000	1,000,000	-	-
55100	942	Construction & Maintenance Machinery	72,269	-	-	255,000
55100	944	Transportation Equipment	46,884	-	150,000	-
27200		Total Expenditures	\$ 2,957,968	\$ 2,412,450	\$ 1,868,213	\$ 1,806,496

	Total Revenues	\$ 1,501,961	\$ 1,479,136	\$ 1,740,000	\$ 1,958,726
	Total Expenditures	\$ 2,957,968	\$ 2,412,450	\$ 1,868,213	\$ 1,806,496
	Surplus/(Deficit)	\$ (1,456,007)	\$ (933,314)	\$ (128,213)	\$ 152,230

Function	Object Code	Cost Center	Description	Actual FY 2023-2024	Actual FY 2024-2025	Budget FY 2025-2026	Budget FY 2026-2027
REVENUE							
33400			State Grants	\$ 177,491	\$ -	\$ -	\$ -
34315			Sidewalk Deposits	114,000	2,580	20,000	20,000
36100			Interest Income	58,346	58,170	50,000	75,000
36611			Road Impact Fees	1,727,427	1,319,139	700,000	1,700,000
33900			Other Financing Sources	-	-	-	-
36920			Bond Proceeds	-	-	25,000,000	4,474,928
36920			Bond Proceeds	-	-	-	11,250,000
37810			Transfer in From General Fund	-	-	2,000,000	1,821,769
37990			State Revenues	1	-	-	-
27100			Total Revenues	\$ 2,077,264	\$ 1,379,889	\$ 27,770,000	\$ 19,341,697
EXPENDITURES							
43100	555		Bank Service Charge	\$ 2,804	\$ 3,863	\$ 3,500	\$ 3,500
43100	931	00182	Old Nashville Hwy Widening	244,907	-	75,000	-
43100	931	00040		-	-	-	-
43100	931	00046	Advanced Traffic Management System - CMAQ	177,491	-	204,550	204,550
43100	931	00050	Fergus Road Improvement	-	-	-	-
43100	931	00058		-	393,295	-	-
43100	931	00063	Blair Road West to Carothers	207,236	719,439	6,303,084	4,474,928
43100	931	00064	South Waldron Widening	323,626	834,576	5,686,847	11,250,000
43100	639		2025 Bonds (\$25,000,000)	-	-	1,875,000	1,289,521
43100	640		2025 Bond Interest	-	-	-	532,248
27100			Total Expenditures	\$ 956,063	\$ 1,951,173	\$ 14,147,982	\$ 17,754,747
			Total Revenues	\$ 2,077,264	\$ 1,379,889	\$ 27,770,000	\$ 19,341,697
			Total Expenditures	\$ 956,063	\$ 1,951,173	\$ 14,147,982	\$ 17,754,747
			Surplus/(Deficit)	1,121,201	(571,284)	13,622,018	1,586,950

Function	Object Code	Cost Center	Description	Actual FY 2023-2024	Actual FY 2024-2025	Budget FY 2025-2026	Budget FY 2026-2027
REVENUE							
33500			State Revenue Allocations	\$ 5,934	\$ -	\$ -	\$ -
36100			Interest Income	15,260	19,291	15,000	30,000
36613			Park Impact Fees	265,185	238,877	100,000	300,000
36714			Donations	500	-	-	-
37810			Transfer in From General Fund	260,000	250,000	-	341,000
37840			Operating Transfer from Fund Balance	-	-	151,200	-
27100			Total Revenues	\$ 546,880	\$ 508,168	\$ 266,200	\$ 671,000
EXPENDITURES							
44400	259		Professional Fees	\$ 1,700	\$ -	\$ -	\$ -
44400	555		Service Charge	1,282	1,784	1,200	1,850
44400	939	00082	Mankin Park Improvement	-	129,931	-	-
44400	939	00109	Hurricane Creek Greenway Phase II	-	-	-	341,000
44400	939	00112	Brookside Park	9,102	250	-	-
44400	939	00112	Brookside Park Playground	-	-	90,000	100,000
44400	939	00116	Football Field LED Lighting	-	-	175,000	-
44400	939	00114	Walking Trail Resurface	-	123,185	-	40,000
44400	939		Veteran's Memorial Park Work Out Stations	65,441	-	-	-
44400	113		Tennis Court Lights	-	-	-	-
27100			Total Expenditures	\$ 77,525	\$ 255,150	\$ 266,200	\$ 482,850
			Total Revenues	\$ 546,880	\$ 508,168	\$ 266,200	\$ 671,000
			Total Expenditures	\$ 77,525	\$ 255,150	\$ 266,200	\$ 482,850
			Surplus/(Deficit)	\$ 469,355	\$ 253,018	\$ -	\$ 188,150

Function	Object Code	Description	Actual FY 2023-2024	Actual FY 2024-2025	Budget FY 2025-2026	Budget FY 2026-2027
REVENUE						
33400		State Grant	\$ 239,927	\$ -	\$ -	\$ -
36100		Interest Income	12,083	9,770	8,000	18,000
36614		Impact Fees	165,221	137,819	100,000	135,000
37840		Operating Transfer from Fund Balance	-	-	467,595	-
27100		Total Revenue	\$ 417,230	\$ 147,589	\$ 575,595	\$ 153,000
EXPENDITURES						
42100	312	Small Items of Equipment	\$ -	\$ -	\$ 40,000	\$ -
42100	555	Service Charge	933	934	900	900
42100	944	Transportation Equipment	239,927	100,662	534,695	-
27100		Total Expenditures	\$ 240,860	\$ 101,596	\$ 575,595	\$ 900
		Total Revenues	\$ 417,230	\$ 147,589	\$ 575,595	\$ 153,000
		Total Expenditures	\$ 240,860	\$ 101,596	\$ 575,595	\$ 900
		Surplus/(Deficit)	\$ 176,370	\$ 45,993	\$ -	\$ 152,100

Function	Object Code	Description	Actual FY 2023-2024	Actual FY 2024-2025	Budget FY 2025-2026	Budget FY 2026-2027
REVENUE						
36100		Interest Income	\$ -	\$ -	\$ -	\$ 4,000
36615		Impact Fees	64,217	52,283	35,000	55,000
37840		Operating Transfer from Fund Balance	-	-	23,100	41,200
27100		Total Revenue	\$ 64,217	\$ 52,283	\$ 58,100	\$ 100,200
EXPENDITURES						
42200	312	Small Items of Equipment	\$ 41,293	\$ -	\$ 20,000	\$ -
42200	555	Service Charge	223	133	100	200
42200	329	PPE	-	-	38,000	-
42200	944	Transportation Equipment	-	-	-	50,000
42200	944	Transportation Equipment	38,086	-	-	50,000
27100		Total Expenditures	\$ 79,602	\$ 133	\$ 58,100	\$ 100,200
		Total Revenues	\$ 64,217	\$ 52,283	\$ 58,100	\$ 100,200
		Total Expenditures	\$ 79,602	\$ 133	\$ 58,100	\$ 100,200
		Surplus/(Deficit)	\$ (15,385)	\$ 52,149	\$ -	\$ -

ENTERPRISE FUND
(WATER AND SEWER)

WATER AND SEWER FUND REVENUES

Function	Description	Actual FY 2023-2024	Actual FY 2024-2025	Budget FY 2025-2026	Budget FY 2026-2027
33293	Federal Grand-ARPA	\$ -	\$ 989,900	\$ -	\$ -
33440	State Grant	-	1,817,110	2,000,000	-
36212	Rent - Towerco	21,389	21,389	21,000	21,000
36350	Insurance Recoveries	24,420	19,023	-	-
36900	Other Financing Sources	-	1,235	1,000	1,000
37110	Metered Water Sales	5,819,436	7,890,642	9,213,000	9,673,650
37130	Fire Service & Hydrant Rental	65,858	61,144	65,000	65,000
37170	Water Inspection Fees	5,914	4,590	5,000	5,000
37171	Backflow Device Inspection	12,880	17,240	15,000	15,000
37172	Backflow Device Permit Fee	-	25	100	100
37185	Disconnect Fee	68,914	84,725	60,000	60,000
37191	Forfeited Discounts & Penalties	68,299	88,114	75,000	75,000
37195	Installation Charges/Service Fees	61,977	69,635	55,000	55,000
37198	Development Deposits	-	14,115	5,000	5,000
37199	Miscellaneous - Water	28,231	37,912	40,000	40,000
37210	Sewer Service Charges	7,766,633	7,837,836	8,190,000	8,353,800
37211	Sewer Service Charges Smyrna	-	-	11,000	-
37220	Sewer Inspection Fees	4,329	4,335	3,000	3,000
34221	Smyrna Sewer Inspection Fee	-	-	-	-
37291	Forfeited Discounts & Penalties	105,436	101,704	120,000	120,000
37299	Miscellaneous - Sewer	750	85,147	-	-
37910	Interest Earnings	377,081	243,810	250,000	400,000
37949	Irrigation Tap Fee	5,000	11,250	2,000	8,500
37950	Contributions-Water Tap Fees	163,436	206,652	200,000	250,000
37960	Contributions-Sewer Tap Fees	342,665	535,395	500,000	700,000
37961	Sewer Tap Fee - Blair Road Sewer Basin	-	-	-	-
37975	Water Meter Charge	38,342	64,585	40,000	55,000
38000	Donated Assets	-	1,486,667	-	-
	TOTAL REVENUE	\$ 14,980,990	\$ 21,694,180	\$ 20,871,100	\$ 19,906,050
	TOTAL EXPENSES	\$ 13,391,196	\$ 14,571,619	\$ 17,580,130	\$ 18,212,224
	NET INCOME	\$ 1,589,793	\$ 7,122,561	\$ 3,290,970	\$ 1,693,826

WATER AND SEWER FUND EXPENSES

Object Code	Description	Actual FY 2023-2024	Actual FY 2024-2025	Budget FY 2025-2026	Budget FY 2026-2027
52100	Water Treatment Plant				
111	Wages-Salaried	\$ -	\$ -	\$ -	\$ -
121	Wages-Hourly	-	-	-	-
122	Wages-Overtime	-	-	-	-
129	Other Wages	200,055	242,998	250,288	247,333
241	Electric	327,054	231,436	339,900	339,900
242	Water	29,266	4,302	3,000	3,000
245	Telephone & Cell Phones	4,915	5,200	6,000	6,000
248	Public Works - Communication Services-Comcast	-	-	-	-
253	Accounting & Audit Services	5,800	8,185	6,380	6,380
254	Engineering	-	-	40,000	40,000
258	Fines & Penalties	-	-	3,000	3,000
259	Other Professional Services	1,766,945	2,086,457	1,802,500	2,412,181
259	Other Professional Services	-	-	-	-
260	Repair & Maintenance Service	23,662	19,555	10,000	20,000
266	Repair & Maintenance Building	980	608	25,000	25,000
269	Water Storage Maintenance	39,498	40,871	40,000	40,000
312	Small Items of Equipment	21,347	17,653	20,000	20,000
312	Small Items of Equipment	-	-	50,000	-
312	Small Items of Equipment	-	-	12,000	10,000
312	Small Items of Equipment	-	-	25,000	-
320	Operating Supplies	-	-	-	-
322	Chemical, Laboratory, Medical	179,793	-	25,000	25,000
331	Gas, Oil, Diesel, etc	-	-	500	500
510	Insurance	109,680	116,455	120,000	120,000
540	Depreciation	639,324	640,327	700,000	700,000
596	Property Taxes-Cell Tower	1,255	976	1,500	1,500
	TOTAL WATER TREATMENT PLANT EXPENSES	\$ 3,349,573	\$ 3,415,022	\$ 3,480,068	\$ 4,019,794

Object Code	Description	Actual FY 2023-2024	Actual FY 2024-2025	Budget FY 2025-2026	Budget FY 2026-2027
52200	Sewer Maintenance				
111	Wages-Salaried	112,980	120,908	124,463	131,991
121	Wages-Hourly	450,997	496,375	508,252	533,218
122	Wages-Overtime	35,797	24,157	20,000	20,000
123	Wages-Clerical	33,665	43,944	46,023	53,049
128	Wages - Other	42,125	48,144	49,588	-
129	Other Wages	244,106	294,570	303,407	247,333
134	Longevity Pay	4,270	4,400	4,820	4,470
141	FICA Employer Share	48,324	50,645	53,822	56,819
142	Health	246,096	339,126	295,453	309,482
143	Retirement - 401 City Match	27,922	27,627	31,660	33,423
144	Retirement - 457 City Match	12,387	11,741	24,625	25,995
148	Employee Education & Training	1,225	2,334	3,000	3,000
211	Postage	128	87	300	300
221	Printing, Stationery, Envelopes	-	-	100	100
233	Subscriptions to Newspapers & Periodicals	-	-	200	200
235	Membership, Registration Fees	3,347	3,227	5,000	5,000
241	Electric	114,283	96,164	120,000	120,000
242	Water	890	2,520	1,030	1,030
243	Sewer	2,150,680	2,543,527	2,500,000	2,900,000
244	Gas	898	13,743	1,000	1,000
245	Telephone & Cell Phones	11,602	10,393	12,000	12,000
253	Accounting & Auditing Service	5,800	7,600	6,000	6,000
254	Architectural, Engineering Services	47,264	3,611	50,000	50,000
254	Architectural, Engineering Services	-	-	300,000	-
259	Other Professional Services	-	4,840	20,000	20,000
260	Repair & Maintenance Service	98,869	244,851	100,000	175,000
261	Repair & Maintenance Vehicles	1,919	2,896	5,000	5,000
266	Repair & Maintenance Building	1,279	43	10,000	10,000
268	Repair & Maintenance Roads	-	2,049	5,000	5,000
276	Fleet Sewer	44,320	950	45,000	45,000
280	Travel	-	-	1,000	1,000
287	Meals And Entertainment	-	102	-	-
310	Office Supplies & Materials	3,607	4,102	3,000	3,000
312	Small Items of Equipment	11,970	929	1,500	1,500
320	Operating Supplies	379,013	504,258	330,000	330,000
322	Chemical, Laboratory, Medical	381,762	347,912	400,000	400,000
323	Food	572	246	500	500
324	Janitorial	1,821	2,874	1,500	1,500
326	Clothing & Uniforms	7,494	6,284	7,000	7,000
331	Gas, Oil, Diesel, etc.	30,770	20,832	26,400	26,400
346	Computer Maintenance	7,868	7,868	8,000	8,000
510	Insurance	110,107	123,523	140,000	140,000
529	Lease	2,677	4,665	-	7,500
533	Machinery & Equipment Rental	3,780	2,200	7,500	7,500
540	Depreciation	897,464	963,084	1,125,000	1,125,000
	TOTAL SEWER MAINTENANCE EXPENSES	\$ 5,580,078	\$ 6,389,351	\$ 6,697,143	\$ 6,833,310

Object Code	Description	Actual FY 2023-2024	Actual FY 2024-2025	Budget FY 2025-2026	Budget FY 2026-2027
52300	Water Maintenance				
111	Wages-Salaried	96,402	99,279	102,199	203,405
121	Wages-Hourly	634,115	753,770	836,480	829,096
122	Wages-Overtime	30,361	18,761	53,000	53,000
128	Wages Other	(84,250)	(96,288)	(86,778)	(91,984)
129	Other Wages	254,406	294,570	255,077	247,333
134	Longevity Pay	4,860	4,980	5,710	6,140
141	FICA Employer Share	57,908	65,492	82,660	83,511
142	Health Insurance	219,742	249,501	476,522	406,419
143	Retirement - 401 City Match	32,530	37,217	48,624	49,124
144	Retirement - 457 City Match	10,321	12,135	37,818	38,207
148	Education & Training	1,973	2,684	6,000	6,000
211	Postage	-	-	150	150
221	Printing, Stationery, Envelopes	-	-	200	200
235	Memberships, Registration Fees	13,525	12,703	13,500	13,500
241	Electric	93,397	73,301	110,000	110,000
242	Water	313	1,921	500	2,000
244	Gas	898	1,057	1,100	2,000
245	Telephone and Cell Phones	3,950	3,625	7,000	7,000
253	Accounting and Audit Services	5,800	7,600	7,600	7,600
254	Architectural & Engineering	52,171	65,195	70,000	70,000
254	Architectural & Engineering	-	-	206,250	206,250
259	Other Professional Services	53,136	42,456	50,000	50,000
260	Repair & Maintenance Service	(165,164)	(298,067)	50,000	50,000
266	Repair & Maintenance Building	999	93	10,000	10,000
268	Repair & Maintenance Roads	16,180	29,250	35,000	35,000
277	Fleet Water	58,014	3,290	30,000	30,000
280	Travel	3,048	149	500	500
287	Meals	323	237	1,000	1,000
310	Office Supplies & Materials	3,860	3,004	3,000	3,000
312	Small Items of Equipment	23,014	42	3,500	3,500
320	Operating Supplies	735,279	841,306	365,000	850,000
320	Operating Supplies	-	-	535,000	-
323	Food	594	214	500	500
324	Janitorial	1,821	1,369	1,500	1,500
326	Clothing & Uniforms	8,275	8,698	9,000	9,000
330	Repair & Maintenance Supplies	-	-	100	100
331	Gas, Oil, Diesel, etc	35,102	28,831	36,300	36,300
346	Computer Maintenance	7,868	7,868	8,000	8,000
392	Fire Hydrant Repair	-	135,190	-	-
510	Insurance	109,680	126,095	120,000	130,000
529	Lease	2,677	23,319	14,000	14,000
529	Lease	-	-	-	11,000
533	Machinery & Equipment Rental	3,390	2,375	5,000	5,000
540	Depreciation	950,898	1,009,665	1,200,000	1,200,000
555	Bank Service Charges	25,852	29,005	25,000	25,000
940	Machinery & Equipment	-	(82,597)	-	-
	TOTAL WATER MAINTENANCE PLANT EXPENSES	\$ 3,303,265	\$ 3,519,296	\$ 4,736,013	\$ 4,722,351

Object Code	Description	Actual FY 2023-2024	Actual FY 2024-2025	Budget FY 2025-2026	Budget FY 2026-2027
52316	Water Billing & Collections				
111	Water-Salaried	78,125	83,963	86,432	94,410
121	Wages-Hourly	77,206	54,606	47,383	50,249
122	Wages-Overtime	1,598	771	5,000	5,000
123	Wages-Clerical	124,665	160,606	223,052	251,972
128	Other Wages - Stormwater Allocation	(138,647)	(150,934)	(142,807)	(118,888)
129	Other Wages	303,774	355,575	366,243	274,955
134	Longevity Pay	1,250	1,670	2,040	2,340
141	FICA Employer Share	21,301	22,508	27,839	30,904
142	Health Insurance	93,662	106,642	141,638	127,535
143	Retirement - 401 City Match	12,001	13,076	16,376	18,179
144	Retirement - 457 City Match	4,733	5,177	12,737	14,139
148	Employee Education & Training	442	869	1,000	1,000
211	Postage	3,877	2,801	4,000	4,000
221	Printing, Stationery, Envelopes	-	1,249	1,000	1,000
245	Telephone & Cell Phones	-	-	1,000	1,000
253	Accounting & Audit Services	11,600	15,200	15,200	15,200
259	Other Professional Services	88,930	73,303	88,000	88,000
260	Repair & Maintenance Services	25,809	20,381	29,000	29,000
278	Fleet - Water Billing	192	192	1,000	1,000
298	Collection Fees	10,772	7,490	12,000	12,000
310	Office Supplies & Materials	4,242	4,079	4,000	4,000
312	Small Items of Equipment	168	-	-	-
320	Operating Supplies	121	-	1,500	1,500
323	Food	-	-	200	200
326	Clothing & Uniforms	685	515	600	600
331	Gas, Oil, Diesel, etc.	1,928	1,730	2,500	2,500
346	Computer Maintenance	8,851	8,851	9,000	9,000
510	Insurance	109,680	123,523	120,000	125,000
540	Depreciation	5,067	5,067	13,000	13,000
	TOTAL WATER BILLING & COLLECTION EXPENSES	\$ 852,032	\$ 918,909	\$ 1,088,932	\$ 1,058,795

Object Code	Description	Actual FY 2023-2024	Actual FY 2024-2025	Budget FY 2025-2026	Budget FY 2026-2027
52320	Non-Operating Expenses				
638	Interest on Bonded Debt - Existing	207,751	185,020	300,000	300,000
638	Interest on Bonded Debt - New	-	-	1,076,473	1,076,473
691	Bank Service Charge	750	750	1,500	1,500
741	Bad Debt Expense	97,747	143,269	200,000	200,000
	TOTAL NON-OPERATING EXPENSES	\$ 306,248	\$ 329,040	\$ 1,577,973	\$ 1,577,973
	TOTAL EXPENSES	\$ 13,391,196	\$ 14,571,619	\$ 17,580,130	\$ 18,212,224

CAPITAL PLAN

FUND 110 - GENERAL FUND

4/30/2026

FUND BALANCE ITEMS		2026-2027
Operating Transfers	Transfer to Streets Capital Projects Fund for Bond Issue Payment	\$1,821,769
	Transfer to Parks Capital Projects Fund for Hurricane Creek Greenway Expansion	\$341,000
Total		\$2,162,769

EXISTING BOND ITEMS (Amount available as of August 31, 2025 - \$6,197,712)		2026-2027
PD Expansion - City Hall Building	City Hall Remodel for PD (Construction in FY 26-27 - possibly in FY 25-26)	\$200,000
PW-CDS Facility Buildout	Move City Hall Offices to PW-CDS Facility (Planning, Engineering & Architecture in FY 25-26; Construction in FY 26-27)	\$4,500,000
Fire Department	Fire Station #43 Remodel (Architectural, Engineering and Construction in FY 26-27)	\$1,400,000
Total		\$6,100,000

NEW CAPITAL / ONE TIME REQUESTS		2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033	2033-2034	2034-2035	2035-2036	2036-2037
41510 - City Recorder Department	Complete Municipal Code Update - Moved to FY 2027-2028	\$0	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total		\$0	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
41592 - Finance Department	New Local Govt. Server - Moved to FY 27-28	\$0	\$15,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total		\$0	\$15,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
41670 - Engineering Department	One (1) Ford Explorer SUV for Assistant Director (Proposed Lease)	\$10,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total		\$10,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
41680 - I.T. Department	Fifty (50) Computers	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Replace City Hall Electric Sign	\$30,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total		\$80,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
42100 - Police Department	New Police Station (Engineering, Architecture - FY 2030-2031)(Construction - FY 2031-2032 and FY 2032-2033)(New Bond Issue)	\$0	\$0	\$0	\$0	\$3,000,000	\$20,000,000	\$20,000,000	\$0	\$0	\$0	\$0
Total		\$0	\$0	\$0	\$0	\$3,000,000	\$20,000,000	\$20,000,000	\$0	\$0	\$0	\$0
42200 - Fire Department - Facilities	Additional Parking - FS #41 - Across Street on ONH	\$0	\$440,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Model for Fire Flow - Professional Services	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Public Safety Training Facility (Combined with LPD)	\$0	\$0	\$3,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total		\$100,000	\$440,000	\$3,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
42200 - Fire Department - Vehicles	One (1) New Utility Vehicle - Side-by-Side	\$0	\$30,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Boat for Water Rescue (Possible 100% Grant Funding - No Match)	\$0	\$30,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total		\$0	\$60,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
42200 - Fire Department - Fire Station #44	New Fire Station #44 (Planning / Architectural / Engineering - FY 32-33) (Construction - FY 33-34)	\$0	\$0	\$0	\$0	\$0	\$0	\$450,000	\$7,000,000	\$0	\$0	\$0
	One (1) New 100' Ladder Truck for Fire Station #44 (Order in FY 30-31 with ETA in 36-60 months)	\$0	\$0	\$0	\$0	Order	\$0	\$0	\$2,000,000	\$0	\$0	\$0
	One (1) New Mini Pumper for Fire Station #44 (Order in FY 31-32 with ETA in 24-36 months)	\$0	\$0	\$0	\$0	Order	\$0	\$0	\$700,000	\$0	\$0	\$0
	Eighteen (18) New Personnel - Fire Station #44 (Firefighters, Engineers, Lieutenants)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,800,000	\$0	\$0	\$0
	Eighteen (18) Full Sets of PPE - Fire Station #44	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$130,000	\$0	\$0	\$0
	Six Radios - Fire Station #44	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0
Total		\$0	\$0	\$0	\$0	\$0	\$0	\$450,000	\$11,630,000	\$0	\$0	\$0
42200 - Fire Department - Relocate Fire Station #42	New Fire Station #42 - Relocate to Mason/Bain - 8,000 sf, 2 bays, 2 story (Architect FY 34-35, Construction FY 35-36)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$350,000	\$4,000,000	\$0
	Three (3) Additional New Personnel - Fire Station #42 (FY 35-36) - \$310,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$310,000	\$0
	Three (3) Full Sets of PPE - Fire Station #42 (FY 35-36)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000	\$0
	Two Radios - Fire Station #42	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$16,000	\$0
Total		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$350,000	\$4,335,000	\$0
42200 - Fire Department PPE and Communications	SCBA Replacement (53 units) - \$1,000,000 - FF Grant Dependent - 10% Match plus \$100K for Thermal Imaging Cameras - Amend Budget if awarded.	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Hydraulic Rescue Tools Replacement (\$75,000 per year for 4 years - 1 per apparatus)	\$0	\$75,000	\$75,000	\$75,000	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0
	PPE Replacement Cycle - Beginning in FY 29-30 - \$80,000 per year for five years	\$0	\$0	\$0	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000	\$0	\$0	\$0
Total		\$0	\$75,000	\$75,000	\$155,000	\$155,000	\$80,000	\$80,000	\$80,000	\$0	\$0	\$0
42200 - Fire Department - Replacement Plan	One (1) New Replacement Engine 42 (Order in FY 27-28 with ETA in 18-24 months)	\$0	Order	\$0	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	One (1) New Replacement Engine 43 (Order in FY 28-29 with ETA in 18-24 months)	\$0	\$0	Order	\$0	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0
	One (1) New Replacement Tower (Order in FY 28-29 with ETA in 36-48 months)	\$0	\$0	Order	\$0	\$2,500,000	\$0	\$0	\$0	\$0	\$0	\$0
	One (1) New Replacement Truck (Replace Squad #41) Possible Lease - Maybe Ford F350	\$15,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	One (1) New Replacement SUV - CRR Team (Replace 2014 Tahoe) Possible Lease - Maybe Ford Explorer	\$10,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	One (1) New Replacement Pickup - CRR Team (Replace 2018 Chevy) Possible Lease - Maybe Ford F150	\$0	\$12,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	One (1) New Replacement Pickup - Batt 41 (Replace 2021 Chevy Tahoe) Possible Lease - Maybe Ford F350	\$0	\$15,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	One (1) New Replacement Pickup - CRR Team (Replace 2018 Ford) Possible Lease - Maybe Ford F150	\$0	\$12,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total		\$25,000	\$40,000	\$0	\$1,000,000	\$1,000,000	\$2,500,000	\$0	\$0	\$0	\$0	\$0
42200 - Total Fire Department		\$125,000	\$615,000	\$3,075,000	\$1,155,000	\$1,155,000	\$2,580,000	\$530,000	\$11,710,000	\$350,000	\$4,335,000	\$0
43100 - Highways and Streets	Traffic Calming Pilot Study	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total		\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

		2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033	2033-2034	2034-2035	2035-2036	2036-2037
44400 - Parks & Recreation Department	Replace Football Scoreboard	\$11,000										
	Replace Bay Doors at Parks & Recreation Building (2 doors, tracks and openers)	\$18,000										
Total		\$29,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

TOTAL NEW CAPITAL / ONE TIME REQUESTS		\$344,000	\$650,000	\$3,075,000	\$1,155,000	\$4,155,000	\$22,580,000	\$20,530,000	\$11,710,000	\$350,000	\$4,335,000	\$0
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PERSONNEL REQUESTS (Positions Estimated at Step 4 with Benefit Costs of \$35,604, unless specified)

		2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033	2033-2034	2034-2035	2035-2036	2036-2037
41680 - I.T. Department	One (1) FT Systems Specialist (Grade I)		\$104,031									
42100 - Police Department	Two (2) FT Emergency Communications Specialists (Grade G) (\$90,154 each)		\$180,308									
	One (1) FT Community Service Officer (Grade E)		\$79,091									
	Five (5) FT Patrol Officers (Grade H, Step 4) (96,699 each)		\$483,495									

42200 - Fire Department	One (1) FT Inspector - CRR Office (Grade I - \$102,174) (Proposed New Scale)	\$102,174										
	One (1) FT Division Chief of Operations (Grade L)		\$131,739									
	One (1) FT Training Lieutenant (Grade K)				\$121,439							

44800 - Library	One (1) FT Children's Coordinator (Grade G - \$88,673) (Proposed New Scale) (Convert One (1) PT vacant position currently budgeted at \$24,450)	\$64,223										
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TOTAL PERSONNEL REQUESTS		\$166,397	\$978,664	\$0	\$121,439	\$0	\$0	\$0	\$0	\$0	\$0	\$0
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TOTALS FOR GENERAL FUND		2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033	2033-2034	2034-2035	2035-2036	2036-2037
Fund Balance Items		\$2,162,769										
Existing Bond Items		\$6,100,000										
New Capital / One Time Requests		\$344,000	\$650,000	\$3,075,000	\$1,155,000	\$4,155,000	\$22,580,000	\$20,530,000	\$11,710,000	\$350,000	\$4,335,000	\$0
Personnel Requests		\$166,397	\$978,664	\$0	\$121,439	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Grand Total - New Requests		\$510,397	\$1,628,664	\$3,075,000	\$1,276,439	\$4,155,000	\$22,580,000	\$20,530,000	\$11,710,000	\$350,000	\$4,335,000	\$0

FUND 121 - STATE STREET AID FUND

Amount Available as of March 31, 2026 - \$999,659

STREET PAVING		2026-2027	2027-2028	2028-2029	2029-2030	2030-2031
Street Department	Street Paving and Striping	\$1,403,227				
Total		\$1,403,227	\$0	\$0	\$0	\$0

FUND 122 - SENIOR CITIZENS FUND

Amount Available as of March 31, 2026 - \$246,593

NEW CAPITAL / ONE TIME REQUESTS		2026-2027	2027-2028	2028-2029	2029-2030	2030-2031
Senior Citizens	Replace Metal Roof on Senior Center	\$80,000				
	Enclose Portion of Shed Area for Usable Space	\$10,000				
Total		\$90,000	\$0	\$0	\$0	\$0

FUND 123 - DRUG FUND

Amount Available as of March 31, 2026 - \$431,912

NEW CAPITAL / ONE TIME REQUESTS		2026-2027	2027-2028	2028-2029	2029-2030	2030-2031
Police Department	Two (2) Replacement Pursuit Vehicles with Equipment (\$106,939 Each)	\$213,878				
	Replace MCC7500 Console with Motorola AXS Console	\$100,000				
	Two (2) SecureDry Evidence Cabinets	\$17,600				
Total		\$331,478	\$0	\$0	\$0	\$0

FUND 126 - EQUITABLE SHARING FUND

Amount Available as of March 31, 2026 - \$413,272

NEW CAPITAL / ONE TIME REQUESTS		2026-2027	2027-2028	2028-2029	2029-2030	2030-2031
Police Department	Patrol Rifle Replacements (25 per year for 3 years - Started in FY 2025-2026)	\$27,500	\$27,500			
	Two (2) Replacement Pursuit Vehicles with Equipment (\$106,939 Each)	\$213,878				
	Lake Forest Radio Repeater System	\$20,000				
	Two (2) Sniper Rifle Packages	\$14,484				
Total - New Requests		\$275,862	\$27,500	\$0	\$0	\$0

FUND 127 - STORMWATER CONTROL FUND

Amount Available as of March 31, 2026 - \$1,539,566

NEW CAPITAL / ONE TIME REQUESTS		2026-2027	2027-2028	2028-2029	2029-2030	2030-2031
Stormwater Management	Street Sweeping Truck	\$255,000				
Total		\$255,000	\$0	\$0	\$0	\$0

FUND 311 - STREETS CAPITAL PROJECTS FUND

Amount Available as of March 31, 2026 - \$2,714,467

		2026-2027				
CARRYOVER ITEMS						
Projects	CMAQ Grant - Advanced Traffic Management System (City portion of grant.)	\$204,550			* In Progress	
	Total	\$204,550				
PROJECTS						
		2026-2027	2027-2028	2028-2029	2029-2030	2030-2031
Ongoing Projects	Blair Road West to Carothers (Bond issue in FY 2025-2026)	\$4,474,928				
	South Waldron Road Widening (Bond issues in FY 2025-2026 and FY 2027-2028)	\$11,250,000	\$15,750,000	\$11,250,000	\$6,750,000	
	Total - Ongoing Projects	\$15,724,928	\$15,750,000	\$11,250,000	\$6,750,000	

FUND 313 - PARKS CAPITAL PROJECTS FUND

Amount Available as of March 31, 2026 - \$1,647,118

		2026-2027	2027-2028	2028-2029	2029-2030	2030-2031
NEW CAPITAL / ONE TIME REQUESTS						
Parks & Recreation Department	Brookside Park - Playground Equipment	\$100,000				
	Resurface Mankin Park Trail	\$40,000				
	Hurricane Creek Greenway Expansion	\$341,000				
	Total - New Requests	\$481,000	\$0	\$0	\$0	\$0

FUND 322 - FIRE IMPACT FEE FUND

Amount Available as of March 31, 2026 - \$270,353

		2026-2027	2027-2028	2028-2029	2029-2030	2030-2031
NEW CAPITAL / ONE TIME REQUESTS						
Fire Department	One (1) Heavy Duty Trench Rescue Trailer with Tools	\$50,000				
	One (1) New SUV - CRR Inspector	\$50,000				
	One (1) Full Set PPE - Division Chief of Operations		\$7,000			
	One (1) New SUV - Division Chief of Operations		\$75,000			
	One (1) Radio - Division Chief of Operations		\$8,000			
	One (1) Command Vehicle - Mobile Dispatch for Fire and Police				??	
	One (1) Full Set PPE - Training Lieutenant				\$7,000	
	One (1) Radio - Training Lieutenant				\$8,000	
	Total - New Requests	\$100,000	\$90,000	\$0	\$15,000	\$0

FUND 413 - WATER AND SEWER FUND

CARRYOVER ITEMS

		2026-2027				
Sewer Department	Waldron Road Pump Station Rehab - CTI Working on Design	\$350,000				* In Progress
	Total	\$350,000				

		2026-2027	2027-2028	2028-2029	2029-2030	2030-2031
NEW CAPITAL / ONE TIME REQUESTS						
Water Treatment Plant	Replace Roll Up Doors	\$50,000				
	Inspection and Cleaning of Intake Screen and Wetwell	\$10,000				
	Replace Tube Settlers in Super Pulsators	\$1,000,000				
	Fix Parking Lot (Sinkhole)		\$15,000			
	Remove and Service High Service Pumps		\$100,000			
	Vacuum Chamber on Filters 1-4		\$50,000			
	Upgrade Heaters/Exhaust Fans		\$50,000			
	Replace Isolation Valves on High Service Pumps		\$75,000			
	Replace Automatic Transfer Switch at Water Intake		\$200,000			
	Online Instrumentation for Manganese			\$70,000		
	Online Instrumentation for Phosphate			\$20,000		
	Replace Lagoon Pumps			\$150,000		
	Repair Interior/Exterior Wall - Hypochlorite Room				\$100,000	
	Automatic Gate at Back Exit and Water Intake				\$32,100	
	Concrete Entire Lagoon					\$50,000
	Total - New Requests	\$1,060,000	\$490,000	\$240,000	\$132,100	\$50,000
Sewer Department	Vac Truck	\$435,000				
	Total - New Requests	\$435,000	\$0	\$0	\$0	\$0
Water Department	One (1) Ford Explorer SUV for Water Inspector (Proposed Lease)	\$11,000				
	Total - New Requests	\$11,000	\$0	\$0	\$0	\$0
TOTAL NEW CAPITAL / ONE TIME REQUESTS		\$1,495,000	\$490,000	\$240,000	\$132,100	\$50,000

		2026-2027	2027-2028	2028-2029	2029-2030	2030-2031
PERSONNEL REQUESTS (Positions Estimated at Step 4 with Benefit Cost of \$35,604)						
Sewer Department						
Water Department						
Utility Billing Department						
TOTAL PERSONNEL REQUESTS		\$0	\$0	\$0	\$0	\$0

		2026-2027	2027-2028	2028-2029	2029-2030	2030-2031
TOTALS FOR WATER AND SEWER FUND						
Carryover Items		\$350,000				
New Capital / One Time Requests		\$1,495,000	\$490,000	\$240,000	\$132,100	\$50,000
Personnel Requests		\$0	\$0	\$0	\$0	\$0
	Grand Total - New Requests	\$1,495,000	\$490,000	\$240,000	\$132,100	\$50,000

FEE SCHEDULE

CITY OF LA VERGNE FEE SCHEDULE

Name / Purpose of Fee	2026 - 2027	2025 - 2026	2024 - 2025	LMC / Ordinance Reference
City Recorder				
• Beer Sales				
* Beer Permit Application Fee	\$250	\$250	\$250	LMC 8-307
* Beer Privilege Tax (Annual)	\$100	\$100	\$100	LMC 8-319
* Civil penalty in lieu of suspension (each offense of making or permitting to be made any sales to minors, or for any other offense)	not to exceed \$1,000 per offense	not to exceed \$1,000 per offense	not to exceed \$1,000 per offense	LMC 8-320
* Special Event Beer Permit Application Fee	\$250	\$250	\$250	LMC 8-324
• Filing of Ethics Complaint	\$200	\$200	\$200	LMC 4-612 / Resolution #2007-07
• Packaged Liquor Stores				
* Certificate of Compliance Application	\$250	\$250	\$250	LMC 8-104
* Inspection Fee	max allowed by TCA	max allowed by TCA	max allowed by TCA	LMC 8-113
* Inspection Fee Penalty	10% of inspection fee due	10% of inspection fee due	10% of inspection fee due	LMC 8-113
* Violations of LMC Title 8 Chapter 1	\$50	\$50	\$50	LMC 8-116
• Liquor - Hotels, Restaurants, Etc. (Liquor-By-The-Drink)				
* Privilege Tax (Selling alcoholic beverages for consumption on the premises)				
- Caterers (including any restaurant or hotel that engages in the business of selling alcoholic beverages for consumption at locations other than the licensed premises)	\$500	\$500	\$500	LMC 8-204
- Community Theater	\$300	\$300	\$300	LMC 8-204
- Convention Center	\$500	\$500	\$500	LMC 8-204
- Hotel and Motel	\$1,000	\$1,000	\$1,000	LMC 8-204
- Limited service restaurant, based on gross sales of prepared food				
• At least 30% but not more than 50% gross sales	\$2,000	\$2,000	\$2,000	LMC 8-204
• At least 20% but not more than 30% gross sales	\$3,000	\$3,000	\$3,000	LMC 8-204
• At least 15% but not more than 20% gross sales	\$4,000	\$4,000	\$4,000	LMC 8-204
• 0% but not more than 15% gross sales	\$5,000	\$5,000	\$5,000	LMC 8-204
- Private Club	\$300	\$300	\$300	LMC 8-204
- Restuarant, according to seating capacity on licensed premises				
• 40 through 74 seats	\$650	\$650	\$650	LMC 8-204
• 75 through 125 seats	\$750	\$750	\$750	LMC 8-204
• 126 through 175 seats	\$925	\$925	\$925	LMC 8-204
• 176 through 225 seats	\$975	\$975	\$975	LMC 8-204
• 226 through 275 seats	\$1,100	\$1,100	\$1,100	LMC 8-204
• 276 seats and over	\$1,200	\$1,200	\$1,200	LMC 8-204
- Theater	\$300	\$300	\$300	LMC 8-204
- Wine-only Restuarant, according to seating capacity on licensed premises				
• 40 through 125 seats	\$120	\$120	\$120	LMC 8-204
• 126 through 175 seats	\$150	\$150	\$150	LMC 8-204
• 176 through 225 seats	\$160	\$160	\$160	LMC 8-204
• 226 through 275 seats	\$180	\$180	\$180	LMC 8-204
• 276 seats and over	\$200	\$200	\$200	LMC 8-204
* Delinquent Privilege Tax - Interest	1.5% per month until paid	1.5% per month until paid	1.5% per month until paid	LMC 8-204(4)
• Public Records Request				
* Copy onto CD or DVD	\$1	\$1	\$1	LMC 20-407
* Electronic	Labor when time exceeds 1 hour	Labor when time exceeds 1 hour	Labor when time exceeds 1 hour	LMC 20-407
* Inspection Only	No charge	No charge	No charge	LMC 20-407
* Outside Vendor Used	costs assessed by vendor	costs assessed by vendor	costs assessed by vendor	LMC 20-407
* Large Scale Maps, Plats, Aerial Photos and Drawings	\$2 per square foot	\$2 per square foot	\$2 per square foot	LMC 20-407
* Paper Copy				
• Black and White Copies (letter and legal size)	\$0.15 per page	\$0.15 per page	\$0.15 per page	LMC 20-407
• Color Copies (letter and legal size)	\$0.50 per page	\$0.50 per page	\$0.50 per page	LMC 20-407
* Payment in Advance is Required for Public Records Requests	when costs exceeds \$50	when costs exceeds \$50	when costs exceeds \$50	
• Transient Vendor Permit Application				
	\$50	\$50	\$50	LMC 9-104(2)
• Solicitation Commercial Permit Application				
* Solicitation Commercial Permit Renewal	\$250 (non-refundable)	\$250 (non-refundable)	\$250 (non-refundable)	LMC 9-1007
* Solicitor ID Badge Application	\$100 (non-refundable)	\$100 (non-refundable)	\$100 (non-refundable)	LMC 9-1009
* Solicitor ID Badge Renewal	\$75 per person	\$75 per person	\$75 per person	LMC 9-1007
* Solicitor ID Badge Renewal	\$75 per person	\$75 per person	\$75 per person	LMC 9-1009
* Solicitation Permit Violation	not more than \$50 per offense	not more than \$50 per offense	not more than \$50 per offense	LMC 9-1023
• Storm Water Variance Application				
	\$100	\$100	\$100	

CITY OF LA VERGNE FEE SCHEDULE

Name / Purpose of Fee	2026 - 2027	2025 - 2026	2024 - 2025	LMC / Ordinance Reference
Codes Department				
• Impact Fees				
* Fire Impact Fees				
Land Use Type (Unit)	Maximum Fee per Unit	100% Assessment Rate	Maximum Fee per Unit	100% Assessment Rate
- 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				
Land Use Type (Unit)	Maximum Fee per Unit	100% Assessment Rate	Maximum Fee per Unit	100% Assessment Rate
- 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				
Land Use Type (Unit)	Maximum Fee per Unit	100% Assessment Rate	Maximum Fee per Unit	100% Assessment Rate
- 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				
Land Use Type (Unit)	Maximum Fee per Unit	70% Assessment Rate	Maximum Fee per Unit	70% Assessment Rate
- 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
• Miscellaneous				
* Application fee for the construction of cellular antenna towers for cellular telecommunications services or personal	\$1,000		\$1,000	\$1,000
* Construction Board of Adjustments and Appeals Application (non-refundable)	\$100		\$100	\$100
• Permits				
* Blasting Permits	\$100		\$100	\$100
* Building Permits				
- Building Permit Extension or Renewal				
• All other	\$150		\$150	\$150
• Industrial	\$300		\$300	\$300
• Residential/Multifamily	\$55		\$55	\$55
- Complete Building or Build Out				
• All other	\$0.38/sf		\$0.38/sf	\$0.35/sf
• Industrial	\$0.38/sf		\$0.38/sf	\$0.35/sf
• Residential/Multifamily	\$0.38/sf		\$0.38/sf	\$0.35/sf
- Re-inspection Fee	\$50		\$50	\$25
* Deck Permit	\$100		\$100	\$50
* Demolition Permit	\$100		\$100	\$100
* Driveway Permit	\$100		\$100	\$60

CITY OF LA VERGNE FEE SCHEDULE

Name / Purpose of Fee	2026 - 2027	2025 - 2026	2024 - 2025	LMC / Ordinance Reference
* Electrical Permits				
- Electrical Service (0 to 200 Amps)	\$150			Proposed Ordinance in June
- Electrical Service (201 to 800 Amps)	\$200			Proposed Ordinance in June
- Commercial Service (Over 1,000 Amps)	\$250			Proposed Ordinance in June
- Residential HVAC Permit	\$175			Proposed Ordinance in June
* Electrical Inspections				
- Rough-In Inspections	\$75 per inspection			Proposed Ordinance in June
- Underground (Ditch) Inspections	\$75 per inspection			Proposed Ordinance in June
- Service Release Inspections	\$100 per inspection (Must meet stipulations.)			Proposed Ordinance in June
- Temporary Pole Inspections	\$100 per inspection			Proposed Ordinance in June
- Sub-Panel/Disconnect Inspections	\$75 per panel/disconnect			Proposed Ordinance in June
- Pool Inspection (Above Ground)	\$150			Proposed Ordinance in June
- Pool Inspection (In-Ground)	\$200			Proposed Ordinance in June
- Final Inspections	\$100 per inspection (Only one final per permit)			Proposed Ordinance in June
- Reinspection Fee	\$75 per inspection (Assessed after 2nd Failed Inspection)			Proposed Ordinance in June
- Safety Inspections	\$75 per inspection			Proposed Ordinance in June
- Low Voltage (Alarm wiring)	\$75 (One time fee)			Proposed Ordinance in June
* Fence Permit	\$100	\$100	\$60	LMC 12-103
* Moving of Houses, Structures or Buildings	Application fee of \$50.00; Police Escort Fee of \$200 per hour with a \$200 minimum charge.	Application fee of \$50.00; Police Escort Fee of \$200 per hour with a \$200 minimum charge.	Application fee of \$50.00; Police Escort Fee of \$200 per hour with a \$200 minimum charge.	LMC 16-502
* Mechanical				
- Residential				
• Single Family Dwelling	\$40	\$40	\$40	LMC 12-503
• Multi-Family Dwelling	\$40	\$40	\$40	LMC 12-503
- Commercial and Industrial (base fee)	\$10	\$10	\$10	LMC 12-503
• Additional fees				
◦ Fee for inspecting heating, ventilating, ductwork, air conditioning and refrigeration systems	\$10 for the first \$1,000, or fraction thereof, of valuation of the installation plus \$2.00 for each additional \$1,000 or fraction thereof	\$10 for the first \$1,000, or fraction thereof, of valuation of the installation plus \$2.00 for each additional \$1,000 or fraction thereof	\$10 for the first \$1,000, or fraction thereof, of valuation of the installation plus \$2.00 for each additional \$1,000 or fraction thereof	LMC 12-503
◦ Fee for inspecting repairs, alterations and additions to an existing system	\$5 for the first \$1,000, or fraction thereof, of valuation of the installation plus \$2.00 for each additional \$1,000 or fraction thereof	\$5 for the first \$1,000, or fraction thereof, of valuation of the installation plus \$2.00 for each additional \$1,000 or fraction thereof	\$5 for the first \$1,000, or fraction thereof, of valuation of the installation plus \$2.00 for each additional \$1,000 or fraction thereof	LMC 12-503
◦ Fee for inspecting boilers (based upon BTU input)				
33,000 BTU to 165,000 BTU	\$5	\$5	\$5	LMC 12-503
165,001 BTU to 300,000BTU	\$10	\$10	\$10	LMC 12-503
300,001 BTU to 1,165,000 BTU	\$15	\$15	\$15	LMC 12-503
1,165,001 BTU to 3,300,000 BTU	\$25	\$25	\$25	LMC 12-503
Over 3,300,000 BTU	\$35	\$35	\$35	LMC 12-503
* Plumbing				
- Commercial/Industrial (base fee)	\$100	\$100	\$100	LMC 12-203
- Plus the following when provided (in addition to base fee)				
• For each plumbing fixture, floor drain or trap (including water and drainage piping)	\$3	\$3	\$3	LMC 12-203
• For each house sewer	\$5	\$5	\$5	LMC 12-203
• For each house sewer being replaced or repaired	\$5	\$5	\$5	LMC 12-203
• For each cesspool	\$5	\$5	\$5	LMC 12-203
• For each septic tank or drain field	\$10	\$10	\$10	LMC 12-203
• For each water heater and/or vent	\$2.50	\$2.50	\$2.50	LMC 12-203
• For installation, alteration, or repair of water piping and/or water treating equipment	\$5	\$5	\$5	LMC 12-203
• For repair or alteration of drainage or vent piping	\$5	\$5	\$5	LMC 12-203
• For vacuum breakers or backflow protective devices installed subsequent to the installation of the piping or equipment served				
◦ One to five	\$2.50	\$2.50	\$2.50	LMC 12-203
◦ Over five, each	\$1.50	\$1.50	\$1.50	LMC 12-203
- Residential (base fee)				
• 1 1/2 bath	\$75	\$75	\$75	LMC 12-203
• 2 bath	\$85	\$85	\$85	LMC 12-203
• 2 1/2 bath	\$90	\$90	\$90	LMC 12-203
• 3 bath	\$95	\$95	\$95	LMC 12-203
• 3 1/2 bath	\$105	\$105	\$105	LMC 12-203
• 4 bath	\$115	\$115	\$115	LMC 12-203
• 4 1/2 bath	\$125	\$125	\$125	LMC 12-203
• 5 bath	\$135	\$135	\$135	LMC 12-203

CITY OF LA VERGNE FEE SCHEDULE

Name / Purpose of Fee	2026 - 2027	2025 - 2026	2024 - 2025	LMC / Ordinance Reference
* Mobile Food Service Permit				
• Application Fee	\$100	\$100	\$100	LMC 9-905
• Enforcement Fine	\$50	\$50	\$50	LMC 9-905
• Permit Reinstatement Fee	\$50	\$50	\$50	LMC 9-905
• Reapplication Fee After Revocation of Permit	\$50	\$50	\$50	LMC 9-905
* Sign Permit	\$50 plus \$1.00 per square foot of surface area	\$50 plus \$1.00 per square foot of surface area	\$50 plus \$1.00 per square foot of surface area	Zoning Ordinance 4.070(D)(3)
* Sign Permit (Temporary)	\$25	\$25	\$25	Zoning Ordinance 4.070(D)(3)
* Sign Permit (Relocation or Moving)	\$25	\$25	\$25	Zoning Ordinance 4.070(D)(3)
* Swimming Pool Permit	\$50	\$50	\$50	LMC 12-103
* Technology Fee	\$15 per permit	\$15 per permit		
* Temporary Use	\$50	\$50	\$50	Zoning Ordinance 8.040
* Temporary Use for a Fireworks Tent	\$850	\$850	\$500	LMC 7-604 / Zoning Ordinance 8.040
• Plan Review				
* Complete building or build out	\$0.18/sf	\$0.18/sf	\$0.18/sf	LMC 12-103
* Shell	\$0.09/sf	\$0.09/sf	\$0.09/sf	LMC 12-103
Court Fines and Fees				
• Fees				
* Court Administration				
- Appearance Bond	\$60	\$60	\$60	LMC 3-501
- Appeal Bond	\$250	\$250	\$250	LMC 3-502
- City Litigation Tax	\$13.75	\$13.75	\$13.75	LMC 3-310
- Contempt of Court	\$50	\$50	\$50	LMC 3-307
- Court Costs	\$101.25 (\$2.00 of the court costs shall be forwarded by the court clerk to the state treasurer to be used by the administrative office of the courts for training and continuing education courses for municipal court judges and municipal court clerks.)	\$101.25 (\$2.00 of the court costs shall be forwarded by the court clerk to the state treasurer to be used by the administrative office of the courts for training and continuing education courses for municipal court judges and municipal court clerks.)	\$96.25 (\$1.00 of the court costs shall be forwarded by the court clerk to the state treasurer to be used by the administrative office of the courts for training and continuing education courses for municipal court judges and municipal court clerks.)	LMC 3-306
- Electronic Traffic Citation Fee			\$5	LMC 3-312 / TCA 55-1-207(e)
• Distribution of Fee (Internally)				
▫ Retained by the Court Clerk			\$1	LMC 3-312 / TCA 55-1-207(e)
▫ Transmitted Monthly to the Police Department			\$4	LMC 3-312 / TCA 55-1-207(e)
• Sunset provision				LMC 3-312 / TCA 55-1-207(e)
			The electronic traffic citation fee established herein shall terminate five years from September 1, 2019, and the citation fee shall not apply to any citation issued on or after September 1, 2024.	
- Issuing subpoena	\$20	\$20	\$20	LMC 3-602
- Obtaining a city warrant	\$30	\$30	\$30	LMC 3-602
- Second and consecutive continuances	\$10	\$10	\$10	LMC 3-602
- Service charge for non-criminal fingerprinting	\$5	\$5	\$5	LMC 3-602
- Storage:				
• All vehicles up to 1 ton capacity per day	\$10	\$10	\$10	LMC 3-602
• Vehicles over 1 ton capacity per day	\$25	\$25	\$25	LMC 3-602
• Items in evidence room per day	\$7	\$7	\$7	LMC 3-602
- Traffic School	\$50	\$50	\$50	LMC 3-602
• Fines				
- All other violations	Up to \$50 per offense	Up to \$50 per offense	Up to \$50 per offense	LMC 3-601
- Animal Control-Running at Large	\$50	\$50	\$50	LMC 3-601, 10-101, 10-203
- Anti-Noise Regulation	\$50	\$50	\$50	LMC 3-601, 11-202
- Careless Driving	\$50	\$50	\$50	LMC 3-601, 15-103
- Child Restraint Devices	\$50	\$50	\$50	LMC 3-601, TCA 55-9-602
- Commercial License Required	\$50	\$50	\$50	LMC 15-801, TCA 55-50-404
- Discharge of Firearm Within City Limits	\$50	\$50	\$50	LMC 11-403
- Disregard Traffic Sign	\$50	\$50	\$50	LMC 3-601, TCA 55-8-109
- Disregard Traffic Signal	\$50	\$50	\$50	LMC 3-601, TCA 55-8-110
- Disturbing the Peace	\$50	\$50	\$50	LMC 11-201
- Driver License - Address Change Required - 10 days	\$25	\$25	\$25	TCA 55-50-333
- Driver License - Driving without License	\$50	\$50	\$50	TCA 55-50-301
- Driver License - Expired	\$50	\$50	\$50	TCA 55-50-337
- Driver License - Not in Possession	\$25	\$25	\$25	TCA 55-50-351
- Driver License - TN DL Required after 30 Days	\$25	\$25	\$25	TCA 55-4-120
- Driver License - Wrong/Improper Type for Vehicle	\$50	\$50	\$50	TCA 55-50-331
- Failure to Dim Headlights	\$25	\$25	\$25	TCA 55-9-407
- Failure to Give Proper Signal	\$25	\$25	\$25	LMC 3-601, TCA 55-8-143
- Failure to Use Headlights (Dark/Rain/Fog)	\$25	\$25	\$25	LMC 3-601, TCA 55-9-406
- Failure to Yield	\$50	\$50	\$50	LMC 3-601, TCA 55-5-128 or 130
- Failure to Yield to Emergency Vehicle	\$50	\$50	\$50	TCA 55-8-132
- Financial Responsibility	\$50	\$50	\$50	LMC 3-601, 15-1002, TCA 55-12-139
- Following Too Closely	\$50	\$50	\$50	TCA 55-8-124
- Glaring or Dazzling Lights	\$25	\$25	\$25	TCA 55-9-407

CITY OF LA VERGNE FEE SCHEDULE

Name / Purpose of Fee	2026 - 2027	2025 - 2026	2024 - 2025	LMC / Ordinance Reference
- High occupancy vehicle lane violation	Fine shall not exceed \$50, nor more than \$10 in court cost	Fine shall not exceed \$50, nor more than \$10 in court cost	Fine shall not exceed \$50, nor more than \$10 in court cost	LMC 3-601
- Improper Passing	\$50	\$50	\$50	TCA 55-8-117
- Improper Passing - School, Youth, Church Bus Loading/Unloading	\$50	\$50	\$50	TCA 55-8-151
- Interference with Traffic	\$50	\$50	\$50	LMC 11-503
- Light law violation	\$25	\$25	\$25	LMC 3-601, TCA 55-9-402
- Littering	\$50	\$50	\$50	LMC 16-107
- Miscellaneous Traffic Control Sign, etc.	\$50	\$50	\$50	LMC 15-107
- Motorcycle - Goggles or Windshield Required	\$25	\$25	\$25	TCA 55-9-304
- Motorcycle - Headlight On	\$25	\$25	\$25	TCA 55-8-164
- Motorcycle - Headlight Required	\$25	\$25	\$25	TCA 55-9-403
- Motorcycle - Mirror/Footrests Required	\$25	\$25	\$25	TCA 55-9-305
- Muffler Violation	\$25	\$25	\$25	TCA 55-9-202
- No Passing Zone	\$50	\$50	\$50	TCA 55-8-121
- Obedience to Signal Indicating Train	\$50	\$50	\$50	TCA 55-8-144
- Obstructing Streets, Alleys or Sidewalks	\$50	\$50	\$50	LMC 3-601, 16-101
- Open Container - Alcohol	\$50	\$50	\$50	LMC 11-101
- Parking Violations (No Court Costs)				
• If paid within 14 days	\$10	\$10	\$10	LMC 3-601, LMC 15-706
• If paid after 14 days	\$20	\$20	\$20	LMC 3-601, LMC 15-706
- Parking Violation - Fire Lane / Hydrant	\$50	\$50	\$50	LMC 3-601, TCA 55-9-302
- Parking Violation - Handicap Parking	\$50	\$50	\$50	LMC 3-601, TCA 55-21-108
- Parking Violation - Vehicle over 15,000 lbs	\$25	\$25	\$25	LMC 16-115
- Peddler Permit Required	\$50	\$50	\$50	LMC 9-102
- Registration - Expired	\$25	\$25	\$25	LMC 3-601, TCA 55-4-104
- Registration - Improper Display of Plate - 1st Offense (No Court Cost)	\$10	\$10	\$10	TCA 55-4-110
- Registration - Improper Display of Plate - 2nd Offense (No Court Cost)	\$20	\$20	\$20	TCA 55-4-110
- Registration - Must be in Vehicle	\$25	\$25	\$25	TCA 55-4-108
- Registration - TN Required after 30 Days	\$25	\$25	\$25	TCA 55-4-120
- Registration - Unregistered Vehicle	\$25	\$25	\$25	TCA 55-3-102
- Seat belt violations:				
• 1st offense	\$30	\$30	\$30	LMC 3-601, TCA 55-9-603
• 2nd offense	\$50	\$50	\$50	LMC 3-601, TCA 55-9-603
- Speeding				
• 1-10 MPH over speed limit	\$10	\$10	\$10	LMC 3-601, TCA 55-8-152
• 11-20 MPH over speed limit	\$15	\$15	\$15	LMC 3-601, TCA 55-8-152
• 21+ MPH over speed limit	\$20	\$20	\$20	LMC 3-601, TCA 55-8-152
- Texting while Driving	\$50	\$50	\$50	TCA 55-8-199
- Throwing Missles	\$50	\$50	\$50	LMC 11-402
- Traffic citation	Up to \$50 per offense	Up to \$50 per offense	Up to \$50 per offense	LMC 15-706
- U-Turn Violation	\$50	\$50	\$50	
- Vehicle equipment violation	\$10	\$10	\$10	LMC 3-601
- Vehicle Losing Load	\$50	\$50	\$50	LMC 3-601, TCA 55-7-109
- Window Tint Violation	\$25	\$25	\$25	LMC 3-601, TCA 55-9-203
Engineering Department				
• Miscellaneous				
* Reclamation Bond	\$65,000	\$65,000	\$65,000	Zoning Ordinance 5.054.5
• Permits				
* Land Disturbance				
- Minor (less than 1 acre)	\$50	\$50	\$50	LMC 14-305
- Major (1 acre or greater)	\$350	\$350	\$350	LMC 14-305
• Plan Review				
* Construction Drawing	\$55.00 plus \$22.00 per dwelling unit or lot	\$55.00 plus \$22.00 per dwelling unit or lot	\$50.00 plus \$20.00 per dwelling unit or lot	Zoning Ordinance 1.050A
• Storm Water				
* Stormwater User Fee - Equivalent Residential Unit (ERU)	3,181 square feet	3,181 square feet	3,181 square feet	LMC 14-702; 14-704 / Res. 2005-11
- Stormwater User Fee - ERU Rate	\$4.50 per ERU	\$4.50 per ERU	\$3.50 per ERU	LMC 14-702; 14-704 / Res. 2005-11
* Waterway Buffer Policy Variance Application	\$250	\$250	\$250	LMC 14-805
• Violation LMC Title 14, Chapter 3 - Grading, Soil Erosion, etc.				
* Violation LMC Title 14, Chapter 3 - Grading, Soil Erosion, etc.	Civil Penalty not less than \$50 and not more than \$5,000 per day for each violation	Civil Penalty not less than \$50 and not more than \$5,000 per day for each violation	Civil Penalty not less than \$50 and not more than \$5,000 per day for each violation	LMC 14-311
• Violation LMC Title 14, Chapter 6 - Stormwater Management				
* Violation LMC Title 14, Chapter 6 - Stormwater Management	Civil Penalty not less than \$50 and not more than \$5,000 per day for each violation	Civil Penalty not less than \$50 and not more than \$5,000 per day for each violation	Civil Penalty not less than \$50 and not more than \$5,000 per day for each violation	LMC 14-610
Finance Department				
• Business License				
* Business License	\$15	\$15	\$15	LMC 5-201 / TCA 67-4-701
• Hotel/Motel Tax				
* Hotel/Motel Tax	2.5% of the consideration charged by the operator	2.5% of the consideration charged by the operator	2.5% of the consideration charged by the operator	LMC 5-502

CITY OF LA VERGNE FEE SCHEDULE

Name / Purpose of Fee	2026 - 2027	2025 - 2026	2024 - 2025	LMC / Ordinance Reference
Fire Department				
• Fire Code Violation				
* False Alarms	\$50 per false alarm (after 3 false alarms) plus \$300 fee per Fire Department apparatus, Police Department vehicle that responds to the false alarm	\$50 per false alarm (after 3 false alarms) plus \$300 fee per Fire Department apparatus, Police Department vehicle that responds to the false alarm	\$50 per false alarm (after 3 false alarms) plus \$300 fee per Fire Department apparatus, Police Department vehicle that responds to the false alarm	LMC 7-504
* Discharge of Hazardous Substances - Penalty for Nonpayment	5% of the total amount of the bill for each month that the bill for such costs remains unpaid	5% of the total amount of the bill for each month that the bill for such costs remains unpaid	5% of the total amount of the bill for each month that the bill for such costs remains unpaid	LMC 7-218(3)(b)
* Violation LMC 7-209(1)	Civil Penalty not to exceed \$50, not to exceed \$500 (in cases where the penalty is remedial in nature)	Civil Penalty not to exceed \$50, not to exceed \$500 (in cases where the penalty is remedial in nature)	Civil Penalty not to exceed \$50, not to exceed \$500 (in cases where the penalty is remedial in nature)	LMC 7-209(3)
* Violation LMC 7-209(4)	Civil Penalty not to exceed \$50, not to exceed \$500 (in cases where the penalty is remedial in nature)	Civil Penalty not to exceed \$50, not to exceed \$500 (in cases where the penalty is remedial in nature)	Civil Penalty not to exceed \$50, not to exceed \$500 (in cases where the penalty is remedial in nature)	LMC 7-209
* Violation LMC 7-308(1)	Not to exceed \$500	Not to exceed \$500	Not to exceed \$500	LMC 7-308
• Inspection Fees				
* Inspection for Facilities to Obtain a State License	\$75 - First Inspection	\$75 - First Inspection		
* Inspection for Facilities to Maintain a State License	\$50 - First Inspection	\$50 - First Inspection		
• Permits				
* Automatic Fire-Extinguishing Systems	\$150 per system	\$150 per system		
* Battery Systems	\$150 per system	\$150 per system		
* Emergency Responder Radio Coverage	\$100 per system	\$100 per system		
* Fire Alarm and Detection Systems	\$150 per system	\$150 per system		
* Fire Pumps and Related Equipment	\$150 per system	\$150 per system		
* Flammable and Combustible Liquids - Tank Installation	\$150 per tank	\$150 per tank		
* Gates and Barricades Across Fire Apparatus Access Roads	\$75 per gate	\$75 per gate		
* Hazardous Materials	\$150 per project	\$150 per project		
* High-Pile Combustible Storage	\$150 per project	\$150 per project		
* Motor Vehicle Repair Rooms and Booths	\$150 per room/booth	\$150 per room/booth		
* Private Fire Hydrants	\$25 each per project	\$25 each per project		
* Standpipe Systems	\$150 per project	\$150 per project		
* Temporary Membrane Structures and Tents	\$100 for three (3) Months	\$100 for three (3) Months		
• Review / Inspection Fees				
* Fire Hydrant Inspection (Private)	\$75 per hydrant	\$75 per hydrant		
* Fire Suppression System (Hood and Duct)	\$100	\$100		
* Fire Suppression System (Special)	\$100	\$100		
* Flammable and Combustible Storage	\$150 - Per Room/Building	\$150 - Per Room/Building		
* Life Safety Plans Review - 0 to 10,000 sq. ft.	\$125 - Includes Review and One Approval Inspection	\$125 - Includes Review and One Approval Inspection		
* Life Safety Plans Review - Over 10,000 sq. ft.	\$150 + \$8.00 per 1,000 sq. ft - Includes Review and One Approval Inspection	\$150 + \$8.00 per 1,000 sq. ft - Includes Review and One Approval Inspection		
* Paint Spray Booth / Spray Room	\$150 per Booth/Room	\$150 per Booth/Room		
* Reinspection Fee - After Initial Failed Inspection	\$50	\$50		
* Sprinkler System (Commercial)	\$75	\$75		
* Sprinkler System (Residential)	\$50	\$50		
* Standpipe Systems	\$100	\$100		
Miscellaneous				
• Junkyard Control Permit	\$100	\$100	\$100	LMC 13-308
• Vicious Dog Violation Fine	\$50 (misdemeanor)	\$50 (misdemeanor)	\$50 (misdemeanor)	LMC 10-204
Parks and Recreation Department				
• Baseball/Softball Tournaments				
* Litter fee			\$300	LMC 20-208
* Full weekend			\$200 per complex, per day	LMC 20-208
* Single day			\$200 per complex	LMC 20-208
• Facility rental				
* Multi-Purpose Building			12 p.m. to 10 p.m. \$300 with a \$300 deposit; Nonprofits may receive a 50% discount	LMC 20-208
* Pavilions			8 a.m. to 2 p.m. \$25; 4 p.m. to 10 p.m. \$25; 8 a.m. to 10 p.m. \$50; Nonprofits may receive a 50% discount	LMC 20-208
• Field rental				
* Baseball/Softball fields			\$50 per day, per field	LMC 20-208
* Football fields			\$300 per day, per field	LMC 20-208
• Food truck rallies rental fee				
			\$15	
• League use				
* Baseball/Softball leagues			Fee based on League User Agreement	LMC 20-208
* Football leagues			\$2,000	LMC 20-208
* In-Line Hockey leagues			\$500	LMC 20-208
• Vendor permits				
			\$75	LMC 20-208

CITY OF LA VERGNE FEE SCHEDULE

Name / Purpose of Fee	2026 - 2027	2025 - 2026	2024 - 2025	LMC / Ordinance Reference
• Baseball/Softball Tournaments				
* Single Quad (2 Fields) - 1 Day	\$400	\$400		LMC 20-208
* Single Quad (2 Fields) - 2 Days	\$800	\$800		LMC 20-208
* Single Quad (4 Fields) - 1 Day	\$800	\$800		LMC 20-208
* Single Quad (4 Fields) - 2 Days	\$1,600	\$1,600		LMC 20-208
* Double Quads (8 Fields) - 1 Day	\$1,600	\$1,600		LMC 20-208
* Double Quads (8 Fields) - 2 Days	\$3,200	\$3,200		LMC 20-208
Litter Fee (Trash Removal, Janitorial Supplies)	\$75 (Single Quad, 2 Field Rental Per Day)	\$75 (Single Quad, 2 Field Rental Per Day)		LMC 20-208
Litter Fee (Trash Removal, Janitorial Supplies)	\$150 (Per Quad Per Day)	\$150 (Per Quad Per Day)		LMC 20-208
• Facility Rental				
* Multi-Purpose Building				
- 12 p.m. to 10 p.m. Rental	\$300 with a \$300 Security Deposit	\$300 with a \$300 Security Deposit		LMC 20-208
- Meeting Rental Fee - 2 hour maximum	\$30 per hour	\$30 per hour		LMC 20-208
- Non-Profit Organizations	No Cost - Must provide proof of 501c3 status and benefit La Vergne Community	No Cost - Must provide proof of 501c3 status and benefit La Vergne Community		LMC 20-208
* Pavilion Rentals				
- 8 a.m. to 2 p.m. Rental	\$40	\$40		LMC 20-208
- 2 p.m. to 8 p.m. Rental	\$40	\$40		LMC 20-208
- 8 a.m. to 8 p.m. Rental	\$80	\$80		LMC 20-208
• Field Rental (No field prep)				
* Football Field	\$350 (4 hours)	\$350 (4 hours)		LMC 20-208
* Baseball / Softball Field - no lights	\$60 (2 hours)	\$60 (2 hours)		LMC 20-208
* Baseball / Softball Field with Lights	\$75 (2 hours)	\$75 (2 hours)		LMC 20-208
• Tennis Court				
* One Tennis Court for 2 hours	\$20	\$20		LMC 20-208
• League Use				
* Baseball/Softball Leagues (4 fields/Spring and Fall Seasons)	\$4,000 (Service Provider with User Agreement)	\$4,000 (Service Provider with User Agreement)		LMC 20-208
* Baseball/Softball Leagues (8 fields/Spring and Fall Seasons)	\$8,000 (Service Provider with User Agreement)	\$8,000 (Service Provider with User Agreement)		LMC 20-208
* Football League	\$2,000 (Service Provider with User Agreement)	\$2,000 (Service Provider with User Agreement)		LMC 20-208
• Vendor Permits				
* Food Truck Rallies Rental Fee	\$15	\$15		LMC 20-208
Planning Department				
• Amend the Zoning Ordinance (Text Amendment)				
	\$400	\$400	\$400	Zoning Ordinance 8.090(A)
• Application to the Board of Zoning Appeals				
* Administrative Appeal	\$200	\$200	\$200	Zoning Ordinance 8.070(F)
* Conditional Use Permit (Includes Major Home Occupation)	\$150 plus cost of all public notice signs	\$150 plus cost of all public notice signs	\$150 plus cost of all public notice signs	Zoning Ordinance 8.070(F)
* Special Exception	\$200	\$200	\$200	Zoning Ordinance 8.060
* Variance Request				
- Single Family Residential	\$200 plus cost of all public notice signs	\$200 plus cost of all public notice signs	\$200 plus cost of all public notice signs	Zoning Ordinance 8.070(F)
- All Others	\$300 plus cost of all public notice signs	\$300 plus cost of all public notice signs	\$300 plus cost of all public notice signs	Zoning Ordinance 8.070(F)
• Concept Subdivision Plan Modification				
	\$250	\$250	\$250	Zoning Ordinance 1.050(A)
• Concept Subdivision Plan Review				
	\$250	\$250	\$250	Zoning Ordinance 1.050(A)
• Final Subdivision Plat Review (Planning Commission and/or Staff Approval)				
* Modification	\$200.00 plus \$25.00 per dwelling unit or lot	\$200.00 plus \$25.00 per dwelling unit or lot	\$200.00 plus \$25.00 per dwelling unit or lot	Zoning Ordinance 1.050(A)
* Modification	50% of calculated fees	50% of calculated fees	50% of calculated fees	
• PDR Amendment (fee calculated based on affected area)				
* ≤ 5.0 acres	\$300	\$300	\$300	
* 5.01 acres ≤ 100.0 acres	\$300.00 plus \$15 per acre above 5	\$300.00 plus \$15 per acre above 5	\$300.00 plus \$15 per acre above 5	
* 100.01 acres ≤ 500.0 acres	\$1725.00 plus \$7.50 per acre above 100	\$1725.00 plus \$7.50 per acre above 100	\$1725.00 plus \$7.50 per acre above 100	
* ≥ 500.0 acres	\$4725.00 plus \$3.75 per acre above 500	\$4725.00 plus \$3.75 per acre above 500	\$4725.00 plus \$3.75 per acre above 500	
* Minor Site Modification	\$300	\$300	\$300	
• Preliminary Subdivision Plat Review				
* ≤ 25 lots	\$500 plus \$25 per lot	\$500 plus \$25 per lot	\$500 plus \$25 per lot	Zoning Ordinance 1.050(A)
* 26 lots ≤ 50 lots	\$1000 plus \$25 per lot	\$1000 plus \$25 per lot	\$1000 plus \$25 per lot	Zoning Ordinance 1.050(A)
* ≥ 50 lots	\$2500 plus \$25 per lot	\$2500 plus \$25 per lot	\$2500 plus \$25 per lot	Zoning Ordinance 1.050(A)
* Modification	50% of calculated fees	50% of calculated fees	50% of calculated fees	Zoning Ordinance 1.050(A)
• Rezoning Request				
* Non PDR/PUD				
- ≤ 5.0 acres	\$500	\$500	\$500	Zoning Ordinance 1.050(A); 8.090(B)
- 5.01 acres ≤ 20.0 acres	\$500.00 plus \$25 per acre above 5	\$500.00 plus \$25 per acre above 5	\$500.00 plus \$25 per acre above 5	Zoning Ordinance 1.050(A); 8.090(B)
- 20.01 acres ≤ 100.0 acres	\$875.00 plus \$5 per acre above 20	\$875.00 plus \$5 per acre above 20	\$875.00 plus \$5 per acre above 20	Zoning Ordinance 1.050(A); 8.090(B)
- ≥ 100.0 acres	\$1275.00 plus \$2.50 per acre above 100	\$1275.00 plus \$2.50 per acre above 100	\$1275.00 plus \$2.50 per acre above 100	Zoning Ordinance 1.050(A); 8.090(B)
* PDR/PUD				
- ≤ 5.0 acres	\$650	\$650	\$650	Zoning Ordinance 1.050(A); 8.090(B)
- 5.01 acres ≤ 20.0 acres	\$650.00 plus \$25 per acre above 5	\$650.00 plus \$25 per acre above 5	\$650.00 plus \$25 per acre above 5	Zoning Ordinance 1.050(A); 8.090(B)
- 20.01 acres ≤ 100.0 acres	\$1025.00 plus \$10 per acre above 20	\$1025.00 plus \$10 per acre above 20	\$1025.00 plus \$10 per acre above 20	Zoning Ordinance 1.050(A); 8.090(B)
- ≥ 100.0 acres	\$1825.00 plus \$5 per acre above 100	\$1825.00 plus \$5 per acre above 100	\$1825.00 plus \$5 per acre above 100	Zoning Ordinance 1.050(A); 8.090(B)

CITY OF LA VERGNE FEE SCHEDULE

<u>Name / Purpose of Fee</u>	<u>2026 - 2027</u>	<u>2025 - 2026</u>	<u>2024 - 2025</u>	<u>LMC / Ordinance Reference</u>
• Site Plan Modification to Include Accessory Additions, Expansions (PC or Administrative)				
* ≤ 3.0 acres	\$250	\$250	\$250	Zoning Ordinance 1.050(A)
* ≥ 3.01 acres	\$250.00 plus \$50 per acre, or fraction thereof, above 3; maximum \$1500.00	\$250.00 plus \$50 per acre, or fraction thereof, above 3; maximum \$1500.00	\$250.00 plus \$50 per acre, or fraction thereof, above 3; maximum \$1500.00	Zoning Ordinance 1.050(A)
• Site Plan Review				
* ≤ 3.0 acres	\$500	\$500	\$500	Zoning Ordinance 1.050(A)
* ≥ 3.01 acres	\$500.00 plus \$50 per acre, or fraction thereof, above 3; maximum \$3000.00	\$500.00 plus \$50 per acre, or fraction thereof, above 3; maximum \$3000.00	\$500.00 plus \$50 per acre, or fraction thereof, above 3; maximum \$3000.00	Zoning Ordinance 1.050(A)
• Subdivision Regulations - Approved/Amended by Planning Commission				
* Recording of Plat	If developer chooses to record the plat, the developer must post a \$100 fee to be refunded when five (5) copies of the recorded plat are returned to the city.	If developer chooses to record the plat, the developer must post a \$100 fee to be refunded when five (5) copies of the recorded plat are returned to the city.	If developer chooses to record the plat, the developer must post a \$100 fee to be refunded when five (5) copies of the recorded plat are returned to the city.	Subdivision Regulations 2-106.2
* Fee-in-Lieu of Sidewalk Construction Fee	The fee-in-lieu of sidewalk construction fee shall be assessed at \$10.00 per square foot for all sidewalks regardless of length.	The fee-in-lieu of sidewalk construction fee shall be assessed at \$10.00 per square foot for all sidewalks regardless of length.	The fee-in-lieu of sidewalk construction fee shall be assessed at \$10.00 per square foot for all sidewalks regardless of length.	Subdivision Regulations 4-108.5
Police Department				
• Alarm Systems				
- Permit application	\$10	\$10	\$10	LMC 20-103, 20-104
- Unobtained permit fine	\$25	\$25	\$25	LMC 20-104
- False emergency alarms fee	3 or more false alarms. \$25 per alarm	3 or more false alarms. \$25 per alarm	3 or more false alarms. \$25 per alarm	LMC 20-109
• Curfew for Minors - Giving False Information	Fine Shall Not Exceed \$50	Fine Shall Not Exceed \$50	Fine Shall Not Exceed \$50	LMC 11-707
• Curfew for Minors - Violation of LMC 11-703, 11-704, 11-705, or 11-706	\$50 maximum	\$50 maximum	\$50 maximum	LMC 11-709
• State Traffic Statutes Adopted by Reference	\$50 maximum	\$50 maximum	\$50 maximum	LMC 15-801
• Taxicab Driver Application Fee	\$25	\$25	\$25	LMC 9-308
• Taxicab Driver's Annual Renewal Fee	\$10	\$10	\$10	LMC 9-308
• Taxicab Franchise Application Fee	\$100	\$100	\$100	LMC 9-301
• Taxicab Franchise Renewal Fee	\$50 per taxicab	\$50 per taxicab	\$50 per taxicab	LMC 9-301
• Violation of Title 9 Chapter 8 - Sexually Oriented Businesses	\$50 each violation	\$50 each violation	\$50 each violation	LMC 9-807
• Wrecker Services				
* Schedule of rates and billing procedures				
* Any city passenger car or pickup truck, up to 1/2 ton, towed within city limits	\$175.00	\$175.00	\$175.00	LMC 9-618
* Cleaning street	Additional \$90.00 per vehicle	Additional \$90.00 per vehicle	Additional \$90.00 per vehicle	LMC 9-618
* Fuel Surcharge	15.00%	15.00%	15.00%	LMC 9-618
* Gate fee (to be charged for towed vehicles after business hours)	\$75.00	\$75.00	\$75.00	LMC 9-618/LMC 9-621
* Miscellaneous charges (such as disconnecting drive shafts, changing wheels, use of torches or other cutting equipment, and labor for removing vehicles from unusual places or positions)	Maximum \$250 per hour, per person with a one hour minimum	Maximum \$250 per hour, per person with a one hour minimum	Maximum \$250 per hour, per person with a one hour minimum	LMC 9-618
* Service charge (Example: Wrecker service is called tow a vehicle and is cancelled prior to arrival based on the decision of the vehicle owner or the requesting officer.)	\$75.00	\$75.00	\$75.00	LMC 9-618
* Storage maximum	\$45.00 per day (outside), \$80.00 per day (inside if required for the preservation of property or evidence)	\$45.00 per day (outside), \$80.00 per day (inside if required for the preservation of property or evidence)	\$45.00 per day (outside), \$80.00 per day (inside if required for the preservation of property or evidence)	LMC 9-618
* Use of oil dry to clean street	Additional \$30.00 per bag, per vehicle	Additional \$30.00 per bag, per vehicle	Additional \$30.00 per bag, per vehicle	LMC 9-618
* Vehicles within city limits not requiring winch or dolly	\$180 plus \$4.50 per mile	\$180 plus \$4.50 per mile	\$180 plus \$4.50 per mile	LMC 9-618
* Vehicles within city limits requiring rollback	Additional \$90.00	Additional \$90.00	Additional \$90.00	LMC 9-618
* Vehicles within city limits requiring winch	Additional \$90.00 per hook plus \$4.50 per foot, plus work/wait time as necessary	Additional \$90.00 per hook plus \$4.50 per foot, plus work/wait time as necessary	Additional \$90.00 per hook plus \$4.50 per foot, plus work/wait time as necessary	LMC 9-618
* Vehicles within city limits requiring dolly	Additional \$90.00	Additional \$90.00	Additional \$90.00	LMC 9-618
* Wait / Work Time	Additional \$250.00 per hour (One hour minimum. The time of contact on the original call that is logged on the police log will be used on scheduled calls to determine the rate to be charged.)	Additional \$250.00 per hour (One hour minimum. The time of contact on the original call that is logged on the police log will be used on scheduled calls to determine the rate to be charged.)	Additional \$250.00 per hour (One hour minimum. The time of contact on the original call that is logged on the police log will be used on scheduled calls to determine the rate to be charged.)	LMC 9-618

CITY OF LA VERGNE FEE SCHEDULE

Name / Purpose of Fee	2026 - 2027	2025 - 2026	2024 - 2025	LMC / Ordinance Reference
Public Works Department				
• Inspection of Street	\$0.30 per linear feet	\$0.30 per linear feet	\$0.30 per linear feet	LMC 16-114
• Fines/Penalties for Closing Streets				
* Block/Prevent Flow of Traffic for Period of 24 hours	\$50.00	\$50.00	\$50.00	LMC 16-116
- Fine for Each Day That the Flow of Traffic Prevented	\$50.00 per day	\$50.00 per day	\$50.00 per day	LMC 16-116
* Street Closure Without Permit	\$50	\$50	\$50	LMC 16-116
• Permits for Excavations and Cuts				
* Excavation or Bore in Any Street, Alley, or Public Place	\$75	\$75	\$75	LMC 16-203
- Surety Bond or Cash Deposit to Receive Permit	\$2,500	\$2,500	\$2,500	LMC 16-204
Utilities Department - Sewer				
• Fees				
* Extraneous Flow	case-by-case basis	case-by-case basis	case-by-case basis	LMC 18-407
* Inspection Fee (Service Lines)	\$25	\$25	\$25	LMC 18-405
* Lab Testing and Other Expenses Relative to Monitoring a Wastewater Discharge Permit Holder's Discharge	reimburse actual costs/expenses	reimburse actual costs/expenses	reimburse actual costs/expenses	LMC 18-318
* Request for Availability of Sewer	\$150.00 for each development	\$150.00 for each development	\$150.00 for each development	LMC 18-102
• Penalties				
* Misrepresentation and/or Falsifying Documents	fine up to \$10,000, or imprisonment for not more than 12 months or by both	fine up to \$10,000, or imprisonment for not more than 12 months or by both	fine up to \$10,000, or imprisonment for not more than 12 months or by both	LMC 18-316
* Violation of LMC Title 18 Chapter 3	Civil Penalties shall range from publication of violators to fines in an amount not to exceed \$10,000 per day	Civil Penalties shall range from publication of violators to fines in an amount not to exceed \$10,000 per day	Civil Penalties shall range from publication of violators to fines in an amount not to exceed \$10,000 per day	LMC 18-316
* Violation of LMC Title 18 Chapter 3 (Willful or Negligent Violations)	Misdemeanor, punishable by a fine up to \$10,000 per violation per day or imprisonment for not more than	Misdemeanor, punishable by a fine up to \$10,000 per violation per day or imprisonment for not more than	Misdemeanor, punishable by a fine up to \$10,000 per violation per day or imprisonment for not more than	LMC 18-316
• Permits				
* Building Sewer and Connection Permit Application Fee (non-refundable)	\$25	\$25	\$25	LMC 18-306
* Wastewater Discharge				
- Significant Industrial User Defined by 18-302 of the City of La Vergne Sewer Use Ordinance	\$750.00 annually	\$750.00 annually	\$750.00 annually	LMC 18-318
- All Others	\$250.00 annually	\$250.00 annually	\$250.00 annually	LMC 18-318
• Plans Review				
* Privilege Tapping Fees	\$500	\$500	\$500	LMC 18-408
* Apartment Complex	\$2775.00 per unit/office	\$2775.00 per unit/office	\$2775.00 per unit/office	LMC 18-402
* Car Wash (Self Service Only)	\$1,500.00 minimum up to four bays; \$300.00 for each bay over four	\$1,500.00 minimum up to four bays; \$300.00 for each bay over four	\$1,500.00 minimum up to four bays; \$300.00 for each bay over four	LMC 18-402
* Church	\$300.00 per 1,000 sq. ft. total floor area under roof or fraction thereof	\$300.00 per 1,000 sq. ft. total floor area under roof or fraction thereof	\$300.00 per 1,000 sq. ft. total floor area under roof or fraction thereof	LMC 18-402
* Commercial - Free Standing	\$750.00 plus \$52.50 for each employee	\$750.00 plus \$52.50 for each employee	\$750.00 plus \$52.50 for each employee	LMC 18-402
* Dentist, Physicians Office	\$300.00 per 200 sq. ft. total floor area under roof or fraction thereof	\$300.00 per 200 sq. ft. total floor area under roof or fraction thereof	\$300.00 per 200 sq. ft. total floor area under roof or fraction thereof	LMC 18-402
* Industrial/Manufacturing (Other Than Warehouse)	\$0.33 per sq. ft. under roof	\$0.33 per sq. ft. under roof	\$0.33 per sq. ft. under roof	LMC 18-402
* Medical Center With Beds	\$525.00 per bed	\$525.00 per bed	\$525.00 per bed	LMC 18-402
* Medical Center Without Beds	\$150.00 per 200 sq. ft. total floor area under roof or fraction thereof	\$150.00 per 200 sq. ft. total floor area under roof or fraction thereof	\$150.00 per 200 sq. ft. total floor area under roof or fraction thereof	LMC 18-402
* Motel, Hotel, Campground	\$1200.00 per unit	\$1200.00 per unit	\$1200.00 per unit	LMC 18-402
* Nursing Home	\$375.00 per bed	\$375.00 per bed	\$375.00 per bed	LMC 18-402
* Office Buildings	\$112.50 per 200 sq. ft. total floor area under roof or fraction thereof	\$112.50 per 200 sq. ft. total floor area under roof or fraction thereof	\$112.50 per 200 sq. ft. total floor area under roof or fraction thereof	LMC 18-402
* Outside of City Limits and Others Not Listed	case-by-case basis	case-by-case basis	case-by-case basis	LMC 18-403
* Residential	\$2,775.00	\$2,775.00	\$2,775.00	LMC 18-402
* Restaurants	\$112.50 per seat plus \$75.00 per car space for drive-in service	\$112.50 per seat plus \$75.00 per car space for drive-in service	\$112.50 per seat plus \$75.00 per car space for drive-in service	LMC 18-402
* Schools	\$60.00 per student, ultimate enrollment	\$60.00 per student, ultimate enrollment	\$60.00 per student, ultimate enrollment	LMC 18-402
* Self-service Laundries	\$1125.00 per unit for first three washing or cleaning units or fraction thereof, \$300.00 per unit thereafter	\$1125.00 per unit for first three washing or cleaning units or fraction thereof, \$300.00 per unit thereafter	\$1125.00 per unit for first three washing or cleaning units or fraction thereof, \$300.00 per unit thereafter	LMC 18-402
* Service Station	\$600.00 per pump (minimum of \$1,800.00)	\$600.00 per pump (minimum of \$1,800.00)	\$600.00 per pump (minimum of \$1,800.00)	LMC 18-402
* Shopping Center, Grocery Stores	\$300.00 per 1,000 sq. ft. total floor area under roof	\$300.00 per 1,000 sq. ft. total floor area under roof	\$300.00 per 1,000 sq. ft. total floor area under roof	LMC 18-402
* Standard Reference Chart - Sewer				
- 3/4"	\$2,775	\$2,775	\$2,775	LMC 18-402
- 1"	\$2,850	\$2,850	\$2,850	LMC 18-402
- 1 1/2"	\$3,600	\$3,600	\$3,600	LMC 18-402
- 2"	\$4,350	\$4,350	\$4,350	LMC 18-402
- 3"	\$5,400	\$5,400	\$5,400	LMC 18-402
- 4"	\$6,600	\$6,600	\$6,600	LMC 18-402
- 6"	\$9,600	\$9,600	\$9,600	LMC 18-402
- 8"	\$12,600	\$12,600	\$12,600	LMC 18-402
* Theaters	\$15.00 per seat (minimum of \$750.00)	\$15.00 per seat (minimum of \$750.00)	\$15.00 per seat (minimum of \$750.00)	LMC 18-402
* Warehouse	\$0.33 per sq. ft. under roof	\$0.33 per sq. ft. under roof	\$0.33 per sq. ft. under roof	LMC 18-402

CITY OF LA VERGNE FEE SCHEDULE

Name / Purpose of Fee	2026 - 2027	2025 - 2026	2024 - 2025	LMC / Ordinance Reference
• Privilege Tapping Fees - Blair Road Sewer Basin	\$2,800 per Residential Unit; \$2,800 per 10,000 sq. ft. of Warehouse Space	\$2,800 per Residential Unit	\$2,800 per Residential Unit	
• Special Assessment Zone	individual project basis by ordinance	individual project basis by ordinance	individual project basis by ordinance	LMC 18-410
• Televising, Testing, and Sealing Equipment				
* Mobilization	\$150.00 per phase	\$150.00 per phase	\$150.00 per phase	LMC 18-409
* Base Joint Repair	\$75.00 per joint	\$75.00 per joint	\$75.00 per joint	LMC 18-409
* Grout	varies per repair	varies per repair	varies per repair	LMC 18-409
• Usage Charges (based on actual water meter readings)				
* Residential Sewer Customers Rate				
- First 2,000 (gallons per month)	\$23.81 (minimum)	\$23.34 (minimum)	\$22.88 (minimum)	LMC 18-401
- Over 2,000 (gallons per month)	\$6.17 per thousand gallons	\$6.05 per thousand gallons	\$5.93 per thousand gallons	LMC 18-401
* Commercial Sewer Customers Rate				
- First 2,000 (gallons per month)	\$30.79 (minimum)	\$30.19 (minimum)	\$29.60 (minimum)	LMC 18-401
- Over 2,000 (gallons per month)	\$6.99 per thousand gallons	\$6.85 per thousand gallons	\$6.72 per thousand gallons	LMC 18-401
* Industrial Sewer Customers Rate				
- First 2,000 (gallons per month)	\$543.73 (minimum)	\$538.35 (minimum)	\$533.02 (minimum)	LMC 18-401
- Over 2,000 (gallons per month)	\$7.58 per thousand gallons	\$7.50 per thousand gallons	\$7.43 per thousand gallons	LMC 18-401
• Usage Charges - Blair Road Sewer Basin (based on actual water meter readings)				
* First 2,000 Gallons per Month	\$32.91 (minimum)	\$32.26 (minimum)	\$30.73 (minimum)	LMC 18-401
* Over 2,000 Gallons per Month	\$7.86 per thousand gallons	\$7.70 per thousand gallons	\$7.34 per thousand gallons	LMC 18-401
Utilities Department - Water				
• Fees				
* Backflow Prevention Fees				
- Permit Fee	\$25	\$25		
- Testing Fee	\$50	\$50		
* Disconnect				
- Normal	no charge	no charge	no charge	LMC 18-411
- For Non-payment or Returned Checks	\$50	\$25	\$25	LMC 18-411
* Inspection Fee (Service Lines)	\$25	\$25	\$25	LMC 18-405
* Meter Tamper	\$200 + Damages	\$50	\$50	LMC 18-411
* Private Fire Hydrants (Minimum Bill)	\$100.00 per year per hydrant	\$100.00 per year per hydrant	\$100.00 per year per hydrant	LMC 18-404
* Private Fire Sprinklers (Minimum Bill)	\$0.50 per year per sprinkler head	\$0.50 per year per sprinkler head	\$0.50 per year per sprinkler head	LMC 18-404
* Request for Availability of Water	\$100.00 for each development	\$100.00 for each development	\$100.00 for each development	LMC 18-102
* Returned Checks for Having Insufficient Funds	\$35	\$25	\$25	LMC 18-411
* Service Call	\$25	\$25	\$25	LMC 18-411
* Service Connect				
- Residential	\$50.00 (non-refundable)	\$50.00 (non-refundable)	\$50.00 (non-refundable)	LMC 18-406
- Commercial or Industrial	\$75.00 (non-refundable)	\$75.00 (non-refundable)	\$75.00 (non-refundable)	LMC 18-406
* Service Re-connect				
- During Regular Business Hours	no charge	\$25	\$25	LMC 18-406
- After Business Hours until 8:00 p.m.	\$50	\$50	\$50	LMC 18-406
* Water Meter Lock (Fee to be removed.)	\$50	\$50	\$50	LMC 18-411
* Water Meter Testing	\$50	\$50	\$50	LMC 18-411
• Plans Review	\$500	\$500	\$500	LMC 18-408
• Privilege Tapping Fees				
* Apartment Complex (Individual Metering is Not Permitted)	\$750.00 per unit/office	\$750.00 per unit/office	\$750.00 per unit/office	LMC 18-402
* Car Wash (Self Service Only)	see standard reference chart	see standard reference chart	see standard reference chart	LMC 18-402
* Church	see standard reference chart	see standard reference chart	see standard reference chart	LMC 18-402
* Commercial - Free Standing	see standard reference chart	see standard reference chart	see standard reference chart	LMC 18-402
* Dentist, Physicians Office	see standard reference chart	see standard reference chart	see standard reference chart	LMC 18-402
* Industrial/Manufacturing (Other Than Warehouse)	\$0.17 per sq. ft. under roof	\$0.17 per sq. ft. under roof	\$0.17 per sq. ft. under roof	LMC 18-402
* Medical Center With Beds	see standard reference chart	see standard reference chart	see standard reference chart	LMC 18-402
* Medical Center Without Beds	see standard reference chart	see standard reference chart	see standard reference chart	LMC 18-402
* Motel, Hotel, Campground	\$862.50 per unit	\$862.50 per unit	\$862.50 per unit	LMC 18-402
* Nursing Home	see standard reference chart	see standard reference chart	see standard reference chart	LMC 18-402
* Office Buildings	see standard reference chart	see standard reference chart	see standard reference chart	LMC 18-402
* Outside of City Limits and Others Not Listed	case-by-case basis	case-by-case basis	case-by-case basis	LMC 18-403
* Private Fire Protection Lines	\$1,500.00 per inch diameter	\$1,500.00 per inch diameter	\$1,500.00 per inch diameter	LMC 18-404
* Residential				
- 3/4"	\$750	\$750	\$750	LMC 18-402
- Any Larger Sizes	see standard reference chart	see standard reference chart	see standard reference chart	LMC 18-402
* Restaurants	see standard reference chart	see standard reference chart	see standard reference chart	LMC 18-402
* Schools	see standard reference chart	see standard reference chart	see standard reference chart	LMC 18-402
* Self-service Laundries	see standard reference chart	see standard reference chart	see standard reference chart	LMC 18-402
* Service Station	see standard reference chart	see standard reference chart	see standard reference chart	LMC 18-402
* Shopping Center, Grocery Stores	see standard reference chart	see standard reference chart	see standard reference chart	LMC 18-402
* Standard Reference Chart - Water				
- 3/4"	\$750	\$750	\$750	LMC 18-402
- 1"	\$1,800	\$1,800	\$1,800	LMC 18-402
- 1 1/2"	\$2,100	\$2,100	\$2,100	LMC 18-402

CITY OF LA VERGNE FEE SCHEDULE

Name / Purpose of Fee	2026 - 2027	2025 - 2026	2024 - 2025	LMC / Ordinance Reference
- 2"	\$2,700	\$2,700	\$2,700	LMC 18-402
- 3"	\$3,300	\$3,300	\$3,300	LMC 18-402
- 4"	\$5,100	\$5,100	\$5,100	LMC 18-402
- 6"	\$6,300	\$6,300	\$6,300	LMC 18-402
- 8"	\$7,500	\$7,500	\$7,500	LMC 18-402
- 10"	\$8,700	\$8,700	\$8,700	LMC 18-402
* Theaters	see standard reference chart	see standard reference chart	see standard reference chart	LMC 18-402
* Warehouse	\$0.17 per sq. ft. under roof	\$0.17 per sq. ft. under roof	\$0.17 per sq. ft. under roof	LMC 18-402
• Special Assessment Zone	individual project basis by ordinance	individual project basis by ordinance	individual project basis by ordinance	LMC 18-410
• Usage Charges				
* Residential Water Customers Rate				
- First 2,000 (gallons per month)	\$23.16 (minimum)	\$22.06 (minimum)	\$19.18 (minimum)	LMC 18-401
- Over 2,000 (gallons per month)	\$5.97 per thousand gallons	\$5.69 per thousand gallons	\$4.95 per thousand gallons	LMC 18-401
* Commercial Water Customers Rate				
- First 2,000 (gallons per month)	\$30.81 (minimum)	\$29.34 (minimum)	\$26.67 (minimum)	LMC 18-401
- Over 2,000 (gallons per month)	\$7.00 per thousand gallons	\$6.67 per thousand gallons	\$6.06 per thousand gallons	LMC 18-401
* Industrial Water Customers Rate				
- First 2,000 (gallons per month)	\$463.46 (minimum)	\$441.39 (minimum)	\$401.26 (minimum)	LMC 18-401
- Over 2,000 (gallons per month)	\$7.76 per thousand gallons	\$7.39 per thousand gallons	\$6.72 per thousand gallons	LMC 18-401



ITEM REPORT

Board of Mayor and Aldermen

Date: May 28, 2026

Item #: 6.	Second 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 was held on Thursday, May 7, 2026).		
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: May 28, 2026

Item #: 7.	Second 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: May 28, 2026

Item #: 8.A.1.	Sourcewell Contract Purchase - Office, Breakroom and Janitorial Supplies.		
Department:	Finance	Presented By:	Danielle Brown
Item Attachments:	<ol style="list-style-type: none"> 1. Staples Contract 070924 - Office Supplies 2. Staples Contract 082724 - Janitorial and Facilities Supplies 3. Staples Contract 091423 - Office Furniture 		

Purpose:

Currently, the City does not have City-wide contracts for these services. By utilizing Sourcewell the City is able to enter into three contracts with Staples for office, break room and janitorial supplies.

Background:

The Office Supply and Office Furniture Contracts will cover general office supplies, including chairs, office furniture and break room supplies. The Janitorial Supplies Contract will cover all cleaning and paper supplies City-wide.

Financial Summary:

These contracts are budgeted needs for all City buildings and departments.

Staff Recommendation:

Staff recommends approval.



Solicitation Number: 070924

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Staples Contract & Commercial LLC, 500 Staples Drive, Framingham, MA 01702 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Office Supply and Workplace Catalog Solutions from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective on February 3, 2025.

EXPIRATION DATE AND EXTENSION. This Contract expires February 2, 2029, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Products and installation thereof will conform to specifications as stated in manufacturer documentation. Supplier will pass through all manufacturers' warranties to Participating Entities (copies of such manufacturer warranties provided upon request). Supplier warrants that all Products branded TRU RED, Perk, NXT Technologies, Union & Scale, or Coastwide Professional are: (1) merchantable; (2) of good quality and workmanship; (3) free from defects, latent or patent, in material, design, and workmanship for whichever period is shorter, either (a) one year from the date of purchase, or (b) as otherwise specified on the packaging of the Products; (4) fit, sufficient and safe for their intended purpose and for the particular purpose for which they were designed; and (5) in conformity with Supplier's samples, if any. Supplier warrants that for a period of one year from performance, installation and assembly Services will meet or exceed generally accepted standards in the industry and will meet any required specifications mutually agreed upon by Supplier and Participating Entity. Additional warranties applicable to specific product categories, if any, are set forth in Supplier's proposal. THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, ORAL OR WRITTEN, EXPRESS OR IMPLIED. SUPPLIER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information. Supplier may utilize certain company affiliates under the Staples, Inc. umbrella to serve as authorized dealers and distributors under this agreement. Any sales by such affiliates pursuant to the Contract would be reflected in a written agreement between such affiliate and the Participating Entity with reference made to this Contract. These affiliates

include, but are not limited to HiTouch Business Services LLC, and Southwest School & Office Supply.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

Supplier will use commercially reasonable efforts to ship Products ordered by Participating Entities before 3:00 p.m. local time within one (1) business day after acceptance of a purchase order, except for backordered, special-order, or out of stock Products. If a Product is backordered or shipment is delayed for any reason, Participating Entity will be notified of a delay and Supplier will deliver the delayed Product as promptly as commercially practicable. Supplier will treat delayed orders as active until Participating Entity contacts Supplier and provides other instructions. Supplier's standard shipments will be F.O.B. Participating Entity's location in the forty-eight (48) contiguous United States. Additional charges may apply for desk-top delivery, special delivery, non-standard delivery, rush delivery, or special or custom order products or as

noted on Supplier's e-commerce platform. Title and risk of loss for the Products will pass to Participating Entity at the time the Products are delivered to Participating Entity. Eligible products purchased online and picked up at a Supplier retail location will be available for pick up two hours after approval, charged at time of pick up, and cancelled if not picked up after five (5) days. Sales tax will be calculated based upon order pick up location. Participating Entity's invoice may not separately designate these items as "in-store pick up." Certain items may incur an additional charge (typically furniture items) which will be invoiced to the Participating Entity, if applicable. Unless otherwise agreed by Supplier and a Participating Entity, all orders shall be subject to a minimum order size of \$35.00 per order. Orders not meeting the foregoing minimum will be charged a \$7.99 fee.

The following will apply for shipments to Alaska or Hawaii: Shipments up to 159lbs. are shipped UPS 2nd Day Air. Shipments over 159lbs. or items which cannot be shipped via UPS (e.g. items classified as hazmat and/or ORM-D) are shipped ocean freight. Supplier will not ship any fully regulated hazmat items, which are shipped directly from the vendor. Ocean shipments are delivered approximately fourteen (14) days from shipment. Shipments to Alaska or Hawaii may be subject to a 25% surcharge. Additional terms and fees for shipments to certain locations (including, without limitation, Alaska, Hawaii, Puerto Rico, and U.S. Virgin Islands) are set forth in Supplier's proposal.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

Core List. The “Core List” represents net priced items which are inclusive of those products predicted to be the most commonly used products by Sourcewell and its Participating Entities. Prices for Core List items provided under this contract are set forth in **Exhibit 1**.

The prices for Core List Items, excluding Premium Products may be updated twice annually on August 1st and February 1st of each year during the term that this contract is in effect. Supplier may request a price change adjustment for Core List items by submitting a price change addendum to Sourcewell thirty (30) days prior to August 1st and February 1st to reflect changes in stock availability, market conditions, buying expense, tariffs and other factors that affect the overall cost of such items.

The prices for Premium Products may be updated quarterly of each year during the term that this contract is in effect. Premium Products are defined as copy paper, toner, ink, janitorial paper, can liners/trash bags, technology, furniture, and Deviated Products that Participating Entities purchase from Supplier. “Deviated Products” is defined as Products for which Seller receives special pricing from the manufacturer specifically for Sourcewell.

Extraordinary Market Events. Supplier reserves the right to reasonably adjust a Core Item’s price if extraordinary market events require immediate adjustment (e.g., shortages, trade disputes, natural disasters, etc.) and to adjust pricing with the impact of tariffs, customs, or duties imposed on products. Any such adjustments shall be noticed to Sourcewell with thirty (30) days prior written notice accompanied by supporting documentation. Supplier will work with Sourcewell and affected Participating Entities to identify alternative products to mitigate the impact of the foregoing where possible.

Updated Items. For purposes of contract management, Supplier may provide to Sourcewell an updated report no more than once a calendar quarter, which shall identify the SKU numbers and prices for the new items that Supplier and Sourcewell have added, as well as SKU numbers for

items that have been removed from the from the Core List. Supplier may from time to time propose substitutions to Core Items. Sourcewell agrees that it will not unreasonably withhold its consent.

Custom Pricing; Rebates & Incentives; Other Terms. Supplier may offer additional pricing discounts, rebates and/or incentives to an individual Participating Entity based upon commitments and variables that may include, but not limited to, Participating Entity size and scope, geography, purchase volume, guarantees, logistical expenses, manufacturer support, specific product usage and other contractual terms/requirements. Participating Entities receiving custom pricing or incentives may be required to sign a Participation Agreement with Supplier.

Non-Core Items. The prices for Non-Core Items shall appear on StaplesAdvantage.com and shall be adjusted to reflect changes in stock availability, market conditions, buying expense, and other factors that affect the overall cost of the Non-Core Items. Notwithstanding anything to the contrary, Non-Core Items are not subject to customer audit or any pricing guarantee, nor shall Non-Core Items be subject to the Change Request process set forth in this Section 4.

Sourced Goods. Participating Entities may request certain goods that are non-stock or custom in nature. The prices for Sourced Goods shall be those prices that appear on the ordering platform at time of order, or as otherwise established between Supplier and the applicable Participating Entity at the time the order is placed. Sourced Goods may include additional delivery or handling charges that would be the responsibility of the ordering Participating Entity.

Pricing Exhibits. Please see our Pricing Exhibits for pricing details on the following categories:

- Exhibit 1 – Core List Pricing
- Exhibit 2 – Print Services
- Exhibit 3 – Staples Promotional Products
- Exhibit 4 – Staples Technology Solutions

Tier One Diversity Program. Supplier's Tier One Diversity Reseller Program is available to Participating Entities. Under the Tier One Diversity Reseller Program, Participating Entities may purchase Products hereunder from a diverse reseller participating in the program. Sourcewell acknowledges that the diverse reseller's pricing to Participating Entities may be higher to reflect the services provided by the diverse reseller.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's

authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

Notwithstanding anything to the contrary, a Participating Entity's participation hereunder, including, for the avoidance of doubt, and extension of credit hereunder, is contingent upon Participating Entity's satisfaction of Supplier's standard credit requirements. Supplier also reserves the right to refuse sales of Products to Participating Entities reselling such Products. To the extent a Participating Entity has a pre-existing separate agreement with Supplier, Supplier reserves the right not to sell products and services under multiple agreements to that Participating Entity.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be

negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

Supplier reserves the right to terminate a purchase order pursuant to which a Participating Entity requests or demands services to be performed not enumerated by the terms of this Contract.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities,

pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

The administrative fee referenced in this Section shall be calculated as a percentage of Net Sales (defined below) as follows:

Unless otherwise mutually agreed to in writing by Sourcewell and Supplier, and except as stated below, Supplier will pay Sourcewell an administrative fee of one and half percent (1.5%) of the Participating Entities' aggregate Net Sales during each calendar quarter, which have been timely paid, to be paid within forty-five (45) days after the end of each calendar quarter.

An exception to the above 1.5% admin fee would be that Supplier will pay Sourcewell one quarter of one percent (0.25%) on technology product Net Sales.

Net Sales is defined as the gross sales price of the Products purchased pursuant to this Contract, less shipping costs (including freight charges and insurance), taxes, duties, any rebates or fees actually paid, discounts and allowances actually taken, rejections and returns to the extent credit is given or paid, and also excluding purchases of Market Priced Items and purchases made via (i) Staples.com, or (ii) any Seller retail channel.

Market Priced Items are defined as cash equivalents (e.g. gift cards, postage, etc.), certain custom and special order, and/or certain net priced items or items subject to a manufacturer's MAP policy.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the

end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract. Any audit requests shall be made with thirty (30) days advance written notice and shall be conducted during normal business hours and Supplier's corporate offices. If a third-party consultant or auditor is used, Supplier may require the execution of a confidentiality agreement prior to receiving access to any records.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid. This Section shall not apply to Supplier's delivery, installation, design, repair, or refurbishment obligations hereunder, which Supplier may subcontract to reasonably qualified third parties.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS, LIABILITY

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

Neither party nor its officers, directors, employees or Affiliates shall be liable to the other for any special, indirect, incidental, consequential, punitive or exemplary damages, including, but not limited to, lost profits, business interruption, loss of data, or cost of cover, even if the party alleged to be liable has knowledge of the possibility of such damages. The limitations set forth in this Section shall not apply to or in any way limit liabilities arising from a party's gross negligence or willful misconduct, or from the confidentiality or indemnification obligations of that party.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY**. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING**. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT**. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE**. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an “AM BEST” rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers’ Compensation and Employer’s Liability.*

Workers’ Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office (“ISO”) Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer’s Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier’s professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone

policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending

Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

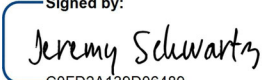
22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation. In addition, Supplier may

terminate this Contract for any reason (i.e., for convenience) with respect to an individual Participating Entity by delivering not less than 90 days prior written notice thereof to Sourcewell and the applicable Participating Entity.

Sourcewell

Staples Contract & Commercial LLC

Signed by:

 C0FD2A139D06489...

By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer
 11/7/2024 | 3:01 PM CST
 Date: _____

Signed by:

 6E8584E204FD403...

By: _____
 Jeff Hall
 Title: Chief Financial Officer
 11/7/2024 | 2:52 PM CST
 Date: _____

RFP 070924 - Office Supply and Workplace Catalog Solutions

Vendor Details

Company Name: Staples Contract & Commercial LLC
500 Staples Drive
Address: Framingham, MA 01720
Contact: Sandy Long
Email: sandy.long@staples.com
Phone: 404-510-9974
HST#: 04-3390816

Submission Details

Created On: Thursday May 16, 2024 06:53:27
Submitted On:
Submitted By: Sandy Long
Email: sandy.long@staples.com
Transaction #:
Submitter's IP Address:

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 3 Office Supply RFP 070924 Thu June 6 2024 03:25 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Office_Supply_RFP_070924 Mon May 20 2024 06:39 PM	<input checked="" type="checkbox"/>	1
Addendum 1 Office Supply RFP 070924 Thu May 16 2024 02:19 PM	<input checked="" type="checkbox"/>	1



MASTER AGREEMENT #082724
CATEGORY: Janitorial Supplies
SUPPLIER: Staples Contract & Commercial LLC

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Staples Contract & Commercial LLC, 500 Staples Drive, Framingham, MA 01702 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective on February 3, 2025, or upon the date of the final signature below, whichever is later. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on February 2, 2029, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in Solicitation #082724 to Participating Entities. In Scope solutions include:
- a) Cleaning supplies and chemicals;
- b) Janitorial equipment;
- c) Consumable items, disposable and hygiene supplies;
- d) Facility and sanitary maintenance products;
- e) Breakroom supplies;
- f) Facility safety supplies;
- g) Proposers must include one or a combination of the offerings listed in a. – f. above in their proposal to be eligible to propose the following complementary solutions:
- i) Janitorial or custodial-related software, applications, or platforms.
- ii) Customer support, training, and assessment services.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement. Unless otherwise agreed by Supplier and a Participating Entity, all orders shall be subject to a minimum order size of \$35.00 per order. Orders not meeting the foregoing minimum will be charged a \$7.99 fee.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement and installation thereof will conform to specifications as stated in manufacturer documentation. Supplier will pass through all manufacturers' warranties to Participating Entities (copies of such manufacturer warranties provided upon request). Supplier warrants that all Products branded TRU RED, Perk, NXT Technologies, Union & Scale, or Coastwide Professional are: (1) merchantable; (2) of good quality and workmanship; (3) free from defects, latent or patent, in material, design, and workmanship for whichever period is shorter, either (a) one year from the date of purchase, or (b) as otherwise specified on the packaging of the Products; (4) fit, sufficient and safe for their intended purpose and for the particular purpose for which they were designed; and (5) in conformity with Supplier's samples, if any. Supplier warrants that for a period of one year from performance, installation and assembly Services will meet or exceed generally accepted standards in the industry and will meet any required specifications mutually agreed upon by Supplier and Participating Entity. Additional warranties applicable to specific product categories, if any, are set forth in Supplier's Proposal. THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, ORAL OR WRITTEN, EXPRESS OR IMPLIED. SUPPLIER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal

grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to “federal” should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier’s Included Solutions with United States federal funds.

- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.
- ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.
- iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and

provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

- viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.
- xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

Supplier may utilize certain company affiliates under the Staples, Inc. umbrella to serve as authorized dealers and distributors under this Agreement. Any sales by such affiliates pursuant to the Agreement would be reflected in a written agreement between such affiliate and the Participating Member with reference made to this Agreement. These affiliates include, but are not limited to, HiTouch Business Services LLC and Southwest School & Office Supply.

- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;

- Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

A fully executed Sourcwell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcwell for this Agreement and must provide prompt notice to Sourcwell if that person is changed. The Authorized Representative will be responsible for:
- Maintenance and management of this Agreement;
 - Timely response to all Sourcwell and Participating Entity inquiries; and
 - Participation in reviews with Sourcwell.

Sourcwell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcwell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcwell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcwell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcwell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell. Any audit requests shall be made with thirty (30) days advance written notice and shall be conducted during normal business hours at Supplier's corporate offices. If a third-party consultant or auditor is used, Supplier may require execution of a confidentiality agreement prior to receiving access to any records.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

This Section shall not apply to Supplier's delivery, installation, design, repair or refurbishment obligations hereunder, which Supplier may subcontract to reasonably qualified third parties.

- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by either party to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification; Liability.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

Neither party nor its officers, directors, employees or affiliates shall be liable to the other for any special, indirect, incidental, consequential, punitive or exemplary damages, including, but not limited to, lost profits, business interruption, loss of data, or cost of cover, even if the party alleged to be liable has knowledge of the possibility of such damages. The limitations set forth in this Section shall not apply to or in any way limit liabilities arising from a party's gross negligence or willful misconduct, or from the confidentiality or indemnification obligations of that party.

- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
 - a) **During the term of this Agreement:**
 - i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
 - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional

materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

- b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.
- c) **Use; Quality Control.**
- i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.
- d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer

edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.

- \$1,500,000 each occurrence Bodily Injury and Property Damage
- \$1,500,000 Personal and Advertising Injury
- \$2,000,000 aggregate for products liability-completed operations
- \$2,000,000 general aggregate

- b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
- c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
- d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's

obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms. Notwithstanding anything to the contrary, a Participating Entity's participation hereunder, including, for the avoidance of doubt, any extension of credit hereunder, is contingent upon Participating Entity's satisfaction of Supplier's standard credit requirements. Supplier also reserves the right to refuse sales of Products to Participating Entities reselling such Products. To the extent a Participating Entity has a pre-existing separate agreement with Supplier, Supplier reserves the right not to sell products and services under multiple agreements to that Participating Entity.

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

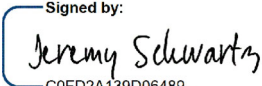
Supplier reserves the right to reject any order pursuant to which a Participating Entity requests or demands services to be performed not enumerated by the terms of this Agreement.

- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity. In addition, Supplier may terminate this Agreement for any reason (i.e. for convenience) with respect to an individual Participating Entity by delivering not less than ninety (90) days prior written notice thereof to Sourcewell and the applicable Participating Entity.

Sourcewell

Staples Contract & Commercial LLC

Signed by:

 By: C0FD2A139D06489...
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 11/12/2024 | 12:18 PM CST

Signed by:

 By: 6E8584E204FD403...
 Jeff Hall
 Title: Chief Financial Officer
 Date: 11/12/2024 | 8:18 AM CST

RFP 082724 - Janitorial Supplies and Equipment with Related Services

Vendor Details

Company Name: Staples Contract & Commercial LLC
Address: 500 Staples Drive
Framingham, MA 01720
Contact: Sandy Long
Email: sandy.long@staples.com
Phone: 404-510-9974
HST#: 04-3390816

Submission Details

Created On: Monday July 15, 2024 10:43:22
Submitted On: Monday August 26, 2024 09:35:55
Submitted By: Sandy Long
Email: sandy.long@staples.com
Transaction #: 487a1dcc-e32d-4703-a694-8ffd0b62c81
Submitter's IP Address: 104.129.207.32

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - Exhibit 1 - Janitorial Core List Pricing.xlsx - Friday August 23, 2024 09:55:39
 - [Financial Strength and Stability](#) - Attachment 1 - Staples Financial Stability vF.pdf - Friday August 23, 2024 09:48:54
 - [Marketing Plan/Samples](#) -Attachment 4 - Sourcewell FS RFP Marketing Plan_vF.pdf- Friday August 23, 2024 09:54:37
 - [WMBE/MBE/SBE or Related Certificates](#) - Staples' Supplier Diversity Programs (q.47-55).pdf - Friday August 23, 2024 09:53:56
 - [Standard Transaction Document Samples](#) - Sourcewell Participating Agreement.pdf- Friday August 23, 2024 09:54:03
 - [Requested Exceptions](#) - Sourcewell Contract Template RFP 082724 - Janitorial Supplies - Staples Redline.docx - Friday August 23, 2024 09:54:11
 - [Upload Additional Document](#) - Staples Additional Attachments.zip - Monday August 26, 2024 07:47:45

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jeff Hall, Chief Financial Officer, Staples Contract & Commercial LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_9_Janitorial_Supplies_RFP082724 Mon August 19 2024 02:56 PM	<input checked="" type="checkbox"/>	1
Addendum_8_Janitorial_Supplies_RFP082724 Fri August 16 2024 01:47 PM	<input checked="" type="checkbox"/>	2
Addendum_7_Janitorial_Supplies_RFP082724 Thu August 8 2024 02:34 PM	<input checked="" type="checkbox"/>	2
Addendum_6_Janitorial_Supplies_RFP082724 Wed August 7 2024 02:56 PM	<input checked="" type="checkbox"/>	2
Addendum_5_Janitorial_Supplies_RFP082724 Fri August 2 2024 08:55 AM	<input checked="" type="checkbox"/>	1
Addendum_4_Janitorial_Supplies_RFP082724 Thu July 18 2024 09:46 AM	<input checked="" type="checkbox"/>	1
Addendum_3_Janitorial_Supplies_RFP082724 Tue July 16 2024 04:13 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Janitorial_Supplies_RFP082724 Thu July 11 2024 03:44 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Janitorial_Supplies_RFP082724 Tue July 9 2024 12:58 PM	<input checked="" type="checkbox"/>	1



Solicitation Number: RFP #091423

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Staples Contract & Commercial LLC, 500 Staples Drive, Framingham, MA 01702 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Furniture Solutions with Related Accessories and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective on February 19, 2024, or upon the date of the final signature below, whichever is later.

EXPIRATION DATE AND EXTENSION. This Contract expires December 4, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Products and installation thereof will conform to specifications as stated in manufacturer documentation. Supplier will pass through all manufacturers' warranties to Member (copies of such manufacturer warranties provided upon request). All Products and Services offered for sale are subject to the terms and conditions included in manufacturer documentation. Warranties are subject to change or replacement by the manufacturer or distributor in accordance with their regular business processes. Supplier will reasonably assist in coordinating repair or replacement of Product by the manufacturer. Warranties apply only if Products are used in the intended manner and within manufacture specifications. Supplier warrants that for a period of one year from performance installation and assembly Services will meet or exceed generally accepted standards in the industry and will meet any required specifications mutually agreed upon by Supplier and Member. Notwithstanding anything to the contrary, Supplier will have no liability for any damage, defect, or loss due to Member's movement or alteration of Products after installation. THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS ORAL OR WRITTEN, EXPRESS OR IMPLIED. SUPPLIER DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcwell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

Supplier agrees to maintain the proposed discount from manufacturer list price throughout the term of the Contract. Notwithstanding the foregoing the parties acknowledge that while the discount percentage will remain the same (except as otherwise agreed pursuant to a Change Request Form) pricing quoted to Participating Entities at time of purchase may increase or decrease as manufacturer list price changes.

For the net priced Core Items described in the Proposal, Supplier may adjust prices semi-annually, on February 1st and August 1st of each year, to reflect changes in market conditions, availability, buying expense and other factors that affect the price of Core Items.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as

applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

Supplier reserves the right to terminate a purchase order pursuant to which a Participating Entity request or demands services to be performed not enumerated by the terms of this Contract.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract. Any audit requests shall be made with thirty (30) days advance written notice and shall be conducted during normal business hours at Vendor's corporate offices. If a third-party consultant or auditor is used, Vendor may require the execution of a confidentiality agreement prior to receiving access to any records.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid. This Section shall not apply to Supplier's delivery, installation, design, repair, or refurbishment obligations hereunder which Supplier may subcontract to reasonably qualified third parties.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used

to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

Neither party, nor its officers, directors, employees, or Affiliates, shall be liable to the other for any special, indirect, incidental, consequential, punitive, or exemplary damages including, but not limited to, lost profits, business interruption, loss of data, or cost of cover even if the party alleged to be liable has knowledge of the possibility of such damages. The limitations set forth in this Section shall not apply to or in any way limit liabilities arising from a party's gross negligence or willful misconduct or from the confidentiality or indemnification obligations of that party.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcwell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcwell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Staples Contract & Commercial

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 12/5/2023 | 7:01 AM CST

DocuSigned by:
Michele Parzianello
By: 75B171C7A79249D...
Michele Parzinello
Title: Chief Sales Officer Staples
Date: 12/5/2023 | 5:45 AM CST

Approved:

DocuSigned by:
Chad Coquette
By: 48BAF71B0894454...
Chad Coquette
Title: Executive Director/CEO
Date: 12/5/2023 | 7:02 AM CST

RFP 091423 - Furniture Solutions with Related Accessories and Services

Vendor Details

Company Name: Staples Contract & Commercial LLC
Address: 500 Staples Drive
Framingham, MA 01720
Contact: Sandy Long
Email: sandy.long@staples.com
Phone: 404-510-9974
HST#: 04-3390816

Submission Details

Created On: Friday July 28, 2023 15:42:32
Submitted On: Thursday September 14, 2023 13:38:48
Submitted By: Sandy Long
Email: sandy.long@staples.com
Transaction #: b65cf9a4-ec1c-4556-81f9-54396c62f653
Submitter's IP Address: 104.129.207.36

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Michele Parzinello, Chief Sales Officer, Staples Contract & Commercial LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Furniture_Solutions_RFP_091423 Tue September 5 2023 03:34 PM	<input checked="" type="checkbox"/>	2
Addendum_3_Furniture_Solutions_RFP_091423 Thu August 31 2023 12:47 PM	<input checked="" type="checkbox"/>	5
Addendum_2_Furniture_Solutions_RFP_091423 Tue August 29 2023 02:17 PM	<input checked="" type="checkbox"/>	2
Addendum_1_Furniture_Solutions_RFP_091423 Fri August 18 2023 11:06 AM	<input checked="" type="checkbox"/>	2



ITEM REPORT

Board of Mayor and Aldermen

Date: May 28, 2026

Item #: 8.A.2.	GSA Contract Purchase - Public Works Copier Lease & Maintenance Agreement		
Department:	Finance	Presented By:	Bruce Richardson
Item Attachments:	<ol style="list-style-type: none"> 1. Public Works Copier Equipment Lease Agreement with JEG Capital, LLC 2. Public Works Copier Sales Agreement with MTR, Inc 		

Purpose:

Approve the Lease and Maintenance Agreement with JEG Capital, LLC and MTR, Inc.

Background:

The Public Works Department is in need of a color copier. They are currently paying \$200.00 per month for their current machine.

Financial Summary:

The Lease Agreement will be \$110.00 per month for 36 months and the Maintenance Agreement will be \$40.00 per month. This is a budgeted purchase.

Staff Recommendation:

Staff recommends approval.

Equipment Lease Agreement

JEG Capital LLC
4011 Cripple Creek Rd
Readyville, TN 37149
615.895.7874

AGREEMENT NO: COLPW06012026

CUSTOMER ("You" or "Your")

City of Lavergne - Public Works

Contact Name: Felicia Anderson

Address: 5093 Murfreesboro Rd., LaVergne, TN 37086

Phone Number: 615-793-6295

VENDOR (VENDOR IS NOT OWNER'S AGENT NOR IS VENDOR AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS AGREEMENT)

MTR, Inc 2340 Southgate Blvd Murfreesboro, TN 37128

EQUIPMENT

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES

o See attached schedule for additional Equipment/Accessories

HP LaserJet Managed Color MFP E87640dn - SN: CNC1N2C027

Equipment Location: same as above

PAYMENT TERMS

Lease Payment: \$ 110.00 (plus applicable taxes) Billing Period: Monthly

Security Deposit \$ 0.00

Purchase Option: Fair Market Value

Term: 36 months First Payment Due: 06/01/2026

Document Fee \$75.00 (included on first invoice)

TERMS AND CONDITIONS

AGREEMENT: You want us to pay your Vendor for the equipment referenced herein ("Equipment") and you agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period on the due date. This Agreement will begin on the date the Equipment is delivered to you or any later date we designate. We may charge you a reasonable fee to cover documentation and investigation costs. You agree to inspect the Equipment upon delivery and verify by telephone or in writing such information as we may require. If you signed a purchase order or similar agreement for the purchase of the Equipment, by signing this Lease you assign to us all your rights, but non of your obligations under it. All attachments, accessories, replacements, replacement parts, substitutions, additions and repairs to the Equipment shall form part of the Equipment under this Lease.

NET AGREEMENT: THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM.

WE ARE PAYING FOR THE EQUIPMENT BASED ON YOUR UNCONDITIONAL ACCEPTANCE OF IT AN YOU PROMISE TO PAY US UNDER THE TERMS OF THIS AGREEMENT, WITHOUT SET-OFFS FOR ANY REASON, EVEN IF THE EQUIPMENT DOES NOT WORK OR IS DAMAGED, EVEN IF IT IS NOT YOUR FAULT. BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL.

LEASE PAYMENTS: You agree to remit to us the Lease Payment and all other sums when due and payable each Billing

Period at the address we provide to you. Lease Payments are due whether or not you are invoiced. You authorize us to adjust the Lease Payments by not more than 15% to reflect any reconfiguration of the Equipment or adjustments to reflect applicable sales taxes or the cost of the Equipment by the manufacturer/supplier. For any payment which is not received by its due date, you agree to pay a late charge equal to the higher of 10% of the amount due or \$30.00 (not to exceed the maximum amount permitted by law) as reasonable collection costs. We may charge you a return check or non-sufficient funds charge of \$25.00 for any check which is returned by the bank for any reason (not to exceed the maximum amount permitted by law).

EQUIPMENT USE: You will keep the Equipment in good working order, use it for business purposes only, and not modify or move if from its initial location without our consent. You must resolve any dispute you may have concerning the Equipment with the Manufacturer or Vendor. You agree to pay all costs and expenses associated with the use, maintenance, servicing, repair or replacement of the Equipment.

SOFTWARE/DATA: Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting or removing any confidential data/images stored on the Equipment prior to its return for any reason.

NO WARRANTY: WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU HAVE ACCEPTED THE EQUIPMENT "AS-IS". YOU CHOSE THE EQUIPMENT, THE VENDOR AND ANY/ALL SERVICE PROVIDER(S) BASED ON YOUR JUDGMENT. YOU MAY CONTACT YOUR VENDOR FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER OR VENDOR IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

ASSIGNMENT: You may not sell, assign or sublease the Equipment of this Agreement without our written consent. We may sell or assign this Agreement or our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, the

APPLICABLE LAW: JURISDICTION AND VENUE Lessee hereby acknowledges that this Lease was entered into in the State of Tennessee. County of Rutherford, and that the parties have agreed to the terms of this Lease with the understanding that any action or proceeding regarding this Lease of the Equipment shall be maintained in the state or federal courts in said state and county and Lessee hereby submits to jurisdiction and venue, waiving any claim to improper jurisdiction or venue or form non conveniens and agreeing to accept service at Lessee's place of business in any such action. This agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Tennessee, applied without giving effect to conflict-of-laws principles, except that UCC Article 2A shall apply whether or not adopted by such state.

OWNER ("WE", "US", "OUR")

THIS AGREEMENT IS NON-CANCELABLE FOR THE FULL AGREEMENT TERM. THIS AGREEMENT IS BINDING WHEN WE FUND VENDOR FOR THE EQUIPMENT.

OWNER: JEG Capital LLC

SIGNATURE: *John Garland*

DATE: 05/07/2026

PRINT NAME & TITLE: Jere W. Garland President

UNCONDITIONAL GUARANTY

The undersigned unconditionally guarantees that the Customer will timely perform all obligations under the above Agreement. The undersigned also waives any notification if the Customer is in default and consents to any extensions or modifications granted to the Customer. In the event of default, the undersigned will immediately pay all sums due under the terms of the Agreement without requiring us to proceed against Customer or any other party or exercise any rights in the Equipment. The undersigned, as to this guaranty, agrees to the designated forum and consents to personal jurisdiction, venue, and choice of law as stated in the Agreement, agrees to pay all costs and expenses, including attorney fees, incurred by us related to this guaranty and the Agreement, waives a jury trial and transfer of venue, and authorizes obtaining credit reports.

SIGNATURE:

INDIVIDUAL:

DATE:

CERTIFICATE FO DELIVERY AND ACCEPTANCE

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

SIGNATURE:

NAME AND TITLE:

DATE:

LOSS OR DAMAGE: You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. We are not responsible for, and you will indemnify us against, any claims, losses or damages, including attorney fees, in any way relating to the Equipment. In no event will we be liable for any consequential or indirect damages.

INSURANCE: You agree to maintain comprehensive liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at it replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of forms and amounts as we deem reasonable to protect of interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through and investment in reinsurance. If you are current in all obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual.

TAXES: We own the Equipment. You will pay when due, either directly or by reimbusing us, all taxes and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be payable over the term with a finance charge.

END OF TERM: If you are not in default, at least 60 days (but not more than 120 days) prior to the end of the Term (or the Renewal Term) you shall give us written notice of your intention at the end of the Term (or the Renewal Term) which election cannot be revoked, to either (a) return all the Equipment, or (b) purchase all of the Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AT TO CONDITION, TITLE OR VALUE, for the Fair Market Value plus applicable sales and other taxes. IF YOU FAIL TO PROVIDE US WITH SUCH 60 DAY PRIOR WRITTEN NOTICE, OR HAVING NOTIFIED US, YOU FAIL TO RETURN THE EQUIPMENT, THE TERM OF THIS LEASE SHALL AUTOMATICALLY RENEW FOR ONE ADDITIONAL TERM OF TWELVE (12) MONTHS (the "Renewal Term") and all of the provisions of this Lease shall continue to apply, including your obligation to remit Lease Payments and Lease Charges. If you are in default or you do not purchase the Equipment at the end of the Term (or the Renewal Term), you shall return all of the Equipment, freight, and insurance prepaid at your cost and risk, to wherever we indicate in the continental United States, with all manuals and logs, in good order and condition (except for ordinary wear and tear from normal use), packed per the shipping company's specifications, and pay and inspection restocking and handling fee of \$100, not to exceed the maximum permitted by law, as reasonable compensation for our costs in processing returned equipment. You will pay us for any loss in value resulting from the failure to maintain the Equipment in accordance with this Lease or for damages incurred in shipping and handling.

DEFAULT AND REMEDIES: If you do not pay any sum within 10 days after its due date, or if you breach any other term of this Agreement with us, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual. We may also use all other legal remedies available to us, including disabling or repossessing the Equipment. You also agree to pay interest on all past due amounts, from the due date, at 1.5% per month.

UCC: You agree that this Agreement is (and/or shall be treated as) a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

Miscellaneous: This Agreement is the entire agreement between you and us and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include profit to us. The original of this Agreement shall be that copy which bears your facsimile or original signature, and which bears our original signature. Any change must be in writing signed by each party.

CUSTOMER'S AUTHORIZED SIGNATURE

CUSTOMER: (AS STATED ABOVE)

SIGNATURE:

DATE:

PRINT NAME & TITLE

Maintenance Agreement

Term 60 Months

This agreement will be billed Monthly

Customer Name: City of Lavergne - Public Works

Agreement Effective Date: 06/01/2026

Manufacturer: HP Model Number: E87640dn Serial Number: CNC1N2C027

Manufacturer: _____ Model Number: _____ Serial Number: _____

Manufacturer: _____ Model Number: _____ Serial Number: _____

Manufacturer: _____ Model Number: _____ Serial Number: _____

Beginning Meter Reading: B&W _____ Color _____

Minimum Quarterly Billing: \$ 120.00 Includes: 10,000 B&W Images
Black & White Images: Toner: Included

Minimum Quarterly Billing: \$ 0 Includes: 0 Color Images
Color Images: Toner: Included

Meter Charge per image: (For Overages): B&W: \$.011 Color: \$.075

MAINTENANCE AGREEMENT

This Maintenance Agreement is based on the understanding between both parties that all maintenance and Imaging supplies will be purchased from MTR, Inc. MTR, Inc. is not liable for unavailability of parts or supplies. MTR, Inc. agrees to perform service in accordance with the following terms and conditions:

This Maintenance Agreement Covers:

Service labor and the replacement of defective parts, transfer belts, drums, toner, maintenance kits and fuser units for the equipment (Per manufacturer's replacement schedule). This Maintenance Agreement is a separate and distinct contract from the Sales Agreement. The terms and conditions of this Maintenance Agreement are not related to or dependent upon the term of the Sales Agreement or any finance or lease agreement which buyer may execute to facilitate the purchase of equipment. At the end of the term, this Maintenance Agreement will automatically renew for 12 months at the then current market pricing unless cancelled by the customer or MTR, Inc. with a 90 day written notice prior to the renewal date.

Cancellation of Agreement:

This Maintenance Agreement may be cancelled by MTR, Inc. or by the customer with a 90 day written notice prior to the agreement renewal date and payment in full of all charges listed below. *Upon cancellation of the maintenance agreement customer agrees to pay MTR, Inc. for the retail price of any unused supplies remaining in the equipment including unused toner, developer, drums, fuser rollers, transfer belt units, imaging units and maintenance kits. *The equipment must reside in the MTR, Inc. service area.

*There will be no refund to the buyer on this Maintenance Agreement if this contract is cancelled prior to the expiration date. The remaining months are due and payable within 10 business days.

This agreement does not cover:

This Maintenance Agreement does not cover network services. All network IT services will be billed at the current MTR, Inc IT rate. Any service calls necessitated by the use of non-original manufacturer's equipment parts, supplies, attachments, or supplies that have been reconditioned or recharged or not authorized or sold by MTR, Inc. Repairs or cleaning necessitated by the improper installation of toner, or foreign agents (i.e. rubber bands, paper clips, staples, etc.); or lack of routine operator cleaning duties. EXTERIOR HARDWARE including, but not limited to, doors, covers, hinges, operation panels, stands, wheels, castors, exit trays, ADF trays and guides, paper cassettes, sheet by-pass, instruction manuals, drivers, cabling or external wiring etc. which may become broken, lost, or damaged due to misuse or neglect. Circuit board failures due to improper grounding of circuit or overload of circuits, (i.e. a 15amp or 20 amp, properly grounded, dedicated circuit on all digital equipment is required to ensure maximum efficiency and reliability.) The equipment must be equipped with a Smart Power or other MTR, Inc. approved surge protection device which meets or exceeds surge suppression capabilities (circuit clamping) of less than 10v and common circuit clamping of less than 1v. Power connections not meeting these requirements may cause major damage to the equipment which is not covered by this agreement. Lightning strikes or electrical grid induced surges and brown out damage is not covered. Replacement or repair of any network device causing problems including software or other failures involved in the printer/scan process. (i.e., controllers (internal or external), memory, printing systems, storage devices (internal or external), drivers, harnesses, wiring, hard drives, network harnessing or cards.) Service required if the end-user installs software, software updates or any changes or upgrades to their operating systems which causes print/scan problems or failures. The negligent act of Buyer or Buyer's agents, specifically including abuse or misuse of the equipment.

Customer agrees to:

Pay for any additional services that may be required to relocate or to reinstall and adjust after relocation, (including but not limited to, the services required to reconnect to the customer's network and PC workstations.) Provide MTR, Inc. with timely meter readings as needed and to accept, if made necessary by your failure to report, estimated meter readings based on usage history for billing purposes. Provide supplies used by MTR, Inc. technical personnel to repair, test or maintain equipment.

MTR, Inc. reserves the right to change the prices at any time, and will notify Customer of any price changes via written proposal, work order, or invoice. MTR, Inc. reserves the option to recover the retail cost of any unused consumable supplies at the end of the original contract or renewal period. MTR, Inc. is not responsible for delays of service due to manufacturers' non-availability of parts or supplies. This agreement is non-transferable, non-refundable, and becomes void upon sale or transfer of the equipment unless MTR, Inc. is notified and agrees to continue service. MTR, Inc. may withhold service or terminate this agreement if the Customer fails to comply with any of the items and conditions of this agreement. A past due balance of more than 30 days will result in a credit hold, no ship status. This agreement will not cover any equipment lost or damaged through accident, abuse, misuse, theft, neglect, acts of third parties, fire, water, casualty, or any act of God. Customer specifically agrees that NO OTHER representations, other than those set forth specifically in writing herein have been made or relied upon. Your signature and initial payment will indicate acceptance of these terms and conditions. Customer is responsible for any and all court and collection cost, filing fees, suit expenses, interest due and all attorney fees necessary to collect all delinquent contract payments or the retail value of any unused (residual) consumable parts or supplies remaining (installed) in the machine at the contract expiration (cancellation date) owed to MTR, Inc.

I have read and understand these terms and conditions and have received a copy of this agreement.

Printed Name

Title

Signature



ITEM REPORT

Board of Mayor and Aldermen

Date: May 28, 2026

Item #: 8.A.3.	OMNIA Contract Purchase - Flock ALPR Camera System from Flock Group Inc.		
Department:	Police	Presented By:	Brent Hatcher
Item Attachments:	1. Flock Safety Invoice - FLOCK ALPR Camera System		

Purpose:

The Board approved a no-cost sixty-day trial of the Flock ALPR camera system to compare against the current Rekor ALPR Camera system. The Police Department requesting approval to purchase the Flock A.L.P.R. Camera System.

Background:

In 2021-2022 the La Vergne Police Department began utilizing ALPR technology, using Solaren (third party vendor) that supplied Rekor brand ALPR cameras. Since that time, the police department has had numerous difficulties with the cameras not being able to read the dark blue or black license plates at night, units being down, and service tickets not being fulfilled, along with multiple false positive reads. The police department began researching other options, one of which was Flock. Through many meetings, and now the completion of a sixty-day trial, the Department would like to switch vendors.

Financial Summary:

The current fiscal budget has sixty thousand dollars allotted for the Flock purchase, with the quote coming in at \$56,654.40.

Staff Recommendation:

Staff recommends approval.

Flock Safety + TN - La Vergne PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Matt Foster
matt.foster@flocksafety.com
+16784621437

Created Date: 05/26/2026
Expiration Date: 06/21/2026
Quote Number: Q-206422
PO Number:



Budgetary Quote

This document is for informational purposes only. Pricing is subject to change.

Bill To: 5093 Murfreesboro Rd La Vergne, Tennessee 37086

Ship To: 5093 Murfreesboro Rd La Vergne, Tennessee 37086

Billing Company Name: TN - La Vergne PD

Subscription Term: 12 Months

Billing Contact Name:

Payment Terms: Net 30

Billing Email Address:

Retention Period: 30 Days

Billing Phone:

Billing Frequency: Annual - First Year at Signing.

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$56,654.40
Flock Safety Platform			
Flock Safety Platform - Essentials	Included	1	Included
Flock Safety Bundles			
Solar LPR Combo Bundle	Included	1	Included
Dual Solar LPR - Standard Bundle, fka Falcon	Included	1	Included
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	11	Included
Solar Long-Range LPR, fka Solar Falcon LR	Included	3	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - MASH Tested Pole Implementation Fee	\$0.00	1	\$0.00
Professional Services - Existing Infrastructure Implementation Fee	\$0.00	9	\$0.00
Professional Services - Standard Implementation Fee	\$0.00	1	\$0.00
Professional Services - Existing Infrastructure Implementation Fee	\$0.00	2	\$0.00
Professional Services - Solar Implementation Fee	\$0.00	1	\$0.00
Professional Services - Solar Bundle Implementation Fee	\$0.00	1	\$0.00
Professional Services - Solar Bundle Implementation Fee	\$0.00	1	\$0.00

Subtotal Year 1: \$56,654.40
Annual Recurring Subtotal: \$56,654.40

Estimated Tax: \$0.00
Contract Total: \$56,654.40

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

Proposed Special Terms: The Term of this contract shall be from 05/22/2026 - 05/21/2027. This Agreement supersedes any and all previously executed agreement between the Parties, relating to the provision of services by Flock to Customer and any exhibits attached thereto or incorporated therein by reference. Upon execution of this Agreement, all previously executed agreements pertaining to the Services provided shall run coterminous with the Term of this Agreement. In the event of any overlap in subscription terms and prior invoices, payments will be provided in pro rata credit. Any estimates provided on credits are subject to change based on execution of a new contract. OMNIA Contract #R250203

Product and Services Description

FlockOS Features	Description
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - MASH Tested Pole Implementation Fee	MASH tested pole that meets DOT crashworthiness requirements. Includes materials, installation, and maintenance.
Professional Services - Existing Infrastructure Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment of existing vertical infrastructure location, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Solar Long-Range LPR, fka Solar Falcon LR	Law enforcement grade, long range and high vehicle speed license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users, with LTE. Solar Power only
Professional Services - Existing Infrastructure Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment of existing vertical infrastructure location, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Solar Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Solar LPR Combo Bundle	One solar-powered fixed long-range camera and one solar-powered, standard-range LPR camera on the same pole
Solar Long-Range LPR, fka Solar Falcon LR	Law enforcement grade, long range and high vehicle speed license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users, with LTE. Solar Power only
Solar LPR, fka Solar Falcon	Standard range license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users, with LTE
Professional Services - Solar Bundle Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Dual Solar LPR - Standard Bundle, fka Falcon	Two solar-powered fixed standard-range LPR cameras on the same pole
Solar LPR, fka Solar Falcon	Standard range license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users, with LTE
Professional Services - Solar Bundle Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Flock Safety Platform - Essentials	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.

Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Create a list of vehicles of interest and receive real-time alerts when they're detected by your Flock LPR cameras.



ITEM REPORT

Board of Mayor and Aldermen

Date: May 28, 2026

Item #: 8.A.4.	Bid Amendment - Cintas Price Increase.		
Department:	Finance	Presented By:	Bruce Richardson
Item Attachments:	1. Cintas Price Increase Letter City of La Vergne		

Purpose:

This is a request to approve a price increase from Cintas for uniforms and other supplies they provide the city.

Background:

The City entered an agreement with Sitex Corporation in 2021, Sitex was then bought by Cintas. The agreement with Cintas ends on May 11, 2027. Cintas has requested that the City agree to an increase in prices (see the attached letter).

Financial Summary:

This increase will result in higher prices for goods purchased from Cintas.

Staff Recommendation:

Staff recommends approval.

City of La Vergne

1500 E. Nir Shreibman Blvd.

La Vergne, TN 37086

To whom it may concern:

Due to the increases in fuel, fleet, and raw consumer goods we are requesting a one-time slight pricing adjustment. There has not been any increase in the last two bid renewals. City of La Vergne has been receiving significantly cheaper pricing than those on any Omnia controlled agreement for other Municipalities.

We will continue to provide the best pricing available. When bid comes back around we will evaluate pricing and submit best pricing.

Material	Show descriptions for agreements	Frequency	Amount
X2191	FENDER COVER	WEEKLY	0.5
X2697	PREMIUM TERRY TOWEL	WEEKLY	0.12
X73574	SNAG PROOF PKT POLO	WEEKLY	0.19
X1400	INDUSTRIAL SOAP SVC	WEEKLY	6.89
X75528	BAGSTANDS X-FLAT	WEEKLY	0
X1408	SOAP DISPENSER	WEEKLY	0
X7167	EXEC SHIRT	WEEKLY	0.19
X65654	MENS SILK TOUCH POCKET POLO	WEEKLY	0.18
X77794	PERMA LINED PNL JKT	WEEKLY	0.135
X6924	WOOD DUST MOP HANDLE	WEEKLY	0
X6922	WOOD WET MOP HANDLE	WEEKLY	0
X865	MENS PLEATED UNIFORM SLACKS	WEEKLY	0.16
X6924	WOOD DUST MOP HANDLE	EVERY OTHER WEEK	0
X1947	36" MOP FRAME	EVERY OTHER WEEK	0
X1946	24" MOP FRAME	WEEKLY	0
X1947	36" MOP FRAME	MONTHLY	0
X3214	GEAR BAG	WEEKLY	0
X20127	POPLIN BTN DWN SHRT	WEEKLY	0.38
X2160	SM SHOP TWL-RED	WEEKLY	0.04
X77996	TECH SHIRT	WEEKLY	0.19
X1415	2000 ML KRESTO RFL	WEEKLY	0
X831	DRESS UNIFORM SHIRT	WEEKLY	0.19

X62884	MENS WORK PANT	WEEKLY	0.16
X84301	3X5 LOGO MAT	WEEKLY	3
X84201	3X4 LOGO MAT	WEEKLY	2.05
X2855	DENIM APRON	WEEKLY	0.316
X18864	MENS SNAG PROOF POLO	WEEKLY	0.19
X374	MENS DRESS OXFORD	WEEKLY	0.19
X7992	HD SHELL SHOCK 4000 ML	WEEKLY	0
X7993	4000 HD SCRUB SVC	WEEKLY	6.89
X1802	3X5 SPRING STEP	EVERY OTHER WEEK	1.35
X1878	3X5 COMPLETE COMFORT	EVERY OTHER WEEK	2.2
X7464	DISP URINAL MAT RFL	MONTHLY	0
X27028	SIG AIR RFL MANGO	MONTHLY	0
X7500	CLEANING CHEM DISP	WEEKLY	0
X383	CARHARTT DUNGAREE PANT	WEEKLY	0.3
X10186	4X6 ACTIVE SCRAPER	WEEKLY	2.226
X10189	3X5 XTRAC MAT ONYX	WEEKLY	1.4
X10192	4X6 XTRAC MAT ONYX	WEEKLY	2.226
X10202	3X10 XTRAC MAT ONYX	WEEKLY	2.863
X6680	DISP URINAL MAT SVC	WEEKLY	1.272
X1802	3X5 SPRING STEP	WEEKLY	1.717
X84035	3X10 BLACK MAT	WEEKLY	2.863
X370	MENS CARGO SHORT	WEEKLY	0.254
X383	CARHARTT DUNGAREE PANT	WEEKLY	0.382
X7921	MTRSPRT SP18/28BG/RN	WEEKLY	0.241
X84335	3X5 BLACK MAT	WEEKLY	1.4
X2275	GL1 GLASS&SURF CLNR	WEEKLY	1.782
X74533	CARHARTT PANT STRETCH RPSTP	WEEKLY	0.331
X23270	MENS CMFORTFLX PRO CARGO PANT	WEEKLY	0.216
X84401	4X6 LOGO MAT	WEEKLY	3.818
X396	CARHARTT RIPSTP SHRT	WEEKLY	0.19
X23273	MENS COMFORTFLEX PRO SHIRT	WEEKLY	0.204
X270	MENS CARGO PANTS	WEEKLY	0.229
X22935	MENS COMFORTFLEX WORK SHIRT	WEEKLY	0.204
X23390	LADIES COMFORTFLEX PRO PANT	WEEKLY	0.229
X84135	2X3 BLACK MAT	EVERY OTHER WEEK	6.782
X2604	48" DUST MOP	WEEKLY	3.436
X2169	SM SHOP TWL - BLUE	WEEKLY	0.051
X2650	WET MOP LARGE	WEEKLY	1.208
X1917	3X5 WELLNESS AF MAT ONYX	EVERY OTHER WEEK	2.8
X2271	FC1 HD FLR CLNR/DGSR	WEEKLY	1.527
X2700	TERRY TOWEL	WEEKLY	0.19
X2200	SHOP APRON-BLUE	WEEKLY	0.402
X275	MENS SNAG RESISTANT MM POLO	WEEKLY	0.229
X259	MENS PROKNIT NG SHIRTS	WEEKLY	0.229
X2570	24" DUST MOP	WEEKLY	0.509

X2590	36" DUST MOP	EVERY OTHER WEEK	0.636
X27026	SIG AIR SVC	WEEKLY	3.818
X2590	36" DUST MOP	MONTHLY	0.318
X23945	MENS CMFORTFLX PRO WORK PANT	WEEKLY	0.331
X84601	5X(SIZE) LOGO MAT	WEEKLY	3.181
X935	CINTAS COMFORT MENS SHIRT	WEEKLY	0.229
X8020	MICRFBR TUBE MOP	WEEKLY	4.169
X84401	4X6 LOGO MAT	EVERY OTHER WEEK	3.818
X970	MENS LINED SERVICE JACKET	WEEKLY	0.171
X945	MENS COMFORT PANT WORK PANTS	WEEKLY	0.229
X84435	4X6 BLACK MAT	EVERY OTHER WEEK	2.226

Current agreement end date is 05/11/2027

Jake Dooley- Operations Manager

Cintas Corporation

office 615.493.5395 | fax 615.227.7700

3400 Briley Park Blvd. N. | Nashville, TN 37207

dooleyj@cintas.com | cintas.com





ITEM REPORT

Board of Mayor and Aldermen

Date: May 28, 2026

Item #: 8.B.	Approve a Master Service Agreement and Price Quote for the gWorks Public Works Software.		
Department:	Information Technology	Presented By:	Glenn Green
Item Attachments:	<ol style="list-style-type: none"> 1. gWorks Master Service Agreement 2. gWorks Software Price Quote 		

Purpose:

Approve the Master Service Agreement and price quote from gWorks to implement the gWorks software suite for Public Works.

Background:

The Public Works Department has been using the PubWorks software for many years to manage work orders, fleet maintenance, and parts inventory. The gWorks company acquired PubWorks and is retiring the PubWorks product in favor of their gWorks cloud software suite. This item is to approve the Master Service Agreement and price quote to transition the Public Works department to the new software platform.

Financial Summary:

The annual cost is \$8,193. The existing funding for PubWorks will cover the cost of gWorks with a slight increase of \$390 per year.

Staff Recommendation:

Staff recommends approval.

MASTER SOFTWARE & SERVICES AGREEMENT

Last Updated: August 13, 2025

This Master Software & Services Agreement (this “MSSA”, and together with the applicable Order as defined in Section 1, this “Agreement”) is by and between GIS Workshop, LLC d/b/a gWorks, a Delaware limited liability company (“gWorks”), and the company, organization, or governmental entity identified on the executed Order (“Client”) into which this MSSA is incorporated. Client and gWorks are individually a “Party,” and collectively, the “Parties”. The Parties hereby agree as follows:

1. STRUCTURE OF AGREEMENT. This Agreement sets forth the terms and conditions governing the services, software, and hardware for which Client has contracted to be provided by gWorks as set forth the applicable Order (defined below). Each Order (together with this MSSA incorporated therein) shall constitute a separate and binding contract between gWorks (or its Affiliate as described in this Section 1) and Client. An Affiliate of gWorks may contract under this MSSA by executing an Order. Each such Affiliate of gWorks executing an Order is agreeing to be bound by the terms and conditions of this MSSA and the applicable Order. In such case, a gWorks Affiliate shall be deemed to be “gWorks” and a “Party” for purposes of this MSSA and the applicable Order. There shall be no joint and several liability or joint liability by or between gWorks and its Affiliates. “Affiliate” means, with respect to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with such party. For purposes of the Affiliate definition, an entity “controls” another entity if it has the power to direct the management and policies of the other entity, through ownership of more than 50% of the voting securities of an entity, representation on its board of directors or other governing body, or by contract. “Order” means a written order that: (a) is executed by Client and gWorks (or its Affiliate as described in this Section 1); (b) sets forth the products and services to be provided by gWorks; (c) the fees to be paid by Client for such products and services; and (d) incorporates by reference this MSSA. Client purchase orders are identified only to authorize payment and any terms or conditions in any Client purchase order (or other similar Client document) are not a part of this Agreement or controlling. In the event of a conflict between this MSSA and any Order, the Order shall govern for purposes of such Order.

2. GWORKS OFFERINGS.

2.1 **Software.** If the Order includes gWorks on-prem Desktop Services software, the terms and conditions set forth at **Exhibit A** (“Desktop Services Terms”) shall apply.

“Desktop Services” means any gWorks desktop-based software applications and related support services that Client has licensed pursuant to an Order.

2.2 SaaS Solution. If the Order includes a gWorks SaaS Solution, including, without limitation, gWorks Cloud Hubs (including Finance, HR, Utility Billing, FrontDesk, Payments, Ops, Maps, and Storage) as well as other cloud-based software, including Hiperweb, and ULOCO/811, the terms and conditions set forth at **Exhibit B** (“SaaS Solution Terms”) shall apply. “SaaS Solution” means any gWorks internet-based application, geospatial system, or website or mobile application that Client has subscribed to by Order and may access via <https://gworks.com> or subdomain, <https://frontdeskworks.com> or subdomain, or another designated URL.

2.3 Professional Services. If the Order includes professional services, including but not limited to software implementation or onboarding, client onboarding, advanced/custom support beyond general support, time and material services, consulting, data extracting, or projects of a defined scope (“Professional Services”), the terms and conditions set forth at **Exhibit C** (“Professional Services Terms”) shall apply.

2.4 General Support. During the term of the applicable Order, provided Client is not in breach of this Agreement, gWorks will provide general support services related to the Services during the hours of 8:00AM through 5:00PM, CST, Monday through Friday (not including holidays); provided, however, that no general support services are offered or provided for perpetual Desktop Services licenses unless purchased by Client pursuant to an Order. This general support schedule may change from time to time, as determined by gWorks in its sole discretion. General support services will include email communication during the time frame described above. Any support services beyond the general support services described herein, or any support services provided outside of the time frame described above, may be provided by gWorks if purchased by Client and set forth in the Order. General support services are subject to change at gWorks’ sole discretion.

2.5 Hardware. If the Order includes the purchase of hardware (“Hardware”), the terms and conditions set forth at **Exhibit D** (“Hardware Terms”) shall apply.

2.6 Card Processing Services. If the Order includes credit card processing services (“Card Processing Services”) the terms and conditions set forth in the applicable Order (“Sub-Merchant Agreement for Card Processing Services”) shall apply when Client subscribes to, accesses or uses such Card Processing Services.

2.7 Services. The Desktop Services, SaaS Solution, Professional Services, general support, Card Processing Services are collectively, the “Services.”

3. RIGHT TO MODIFY; SUSPENSION

3.1 **Right to Modify.** gWorks has the right to modify and update (or refrain from modifying and updating) the Services at any time, provided however, that gWorks will notify Client of any material changes in the existing functionality or capabilities of the Services. Updates and improvements provided as part of gWorks' general maintenance services shall be made from time to time in gWorks' sole and absolute discretion. gWorks shall be under no obligation to provide any updates, improvements or enhancements. All right, title and interest to upgrades, improvements, enhancements, and special programming shall vest in and belong exclusively to gWorks. Client specifically acknowledges that some additional services or upgrades may be developed for the Services, for which gWorks may require the payment of additional fees or other terms and conditions in order for Client to be entitled to use such additional services or upgrades, which services or upgrades shall not be deemed to be Services hereunder absent payment of such fees or compliance with such conditions.

3.2 **Suspension.** gWorks may suspend delivery of Hardware and/or the performance of Services (and Client's access to or use of Desktop Services and SaaS Solution) without notice or liability if: (a) Client fails to pay any amount due to gWorks within 15 days of receiving a non-payment notice from gWorks; (b) there is any event for which gWorks reasonably believes the suspension of the Services is necessary to protect its systems or other clients, or (c) a law enforcement or third party government agency has requested such suspension. If gWorks suspends the Services based on clause (b), and such suspension lasts longer than 15 business days, then Client may terminate this Agreement or any Order upon written notice to gWorks.

4. FEES AND EXPENSES

4.1 **Fees.** Client agrees to pay to gWorks a non-refundable annual subscription fee for the applicable Services (excluding Professional Services and Hardware purchases) set forth in the Order in the amount and on the terms set forth in such Order (the "Annual Fees"). All other fees, including but not limited to, those for Professional Services (e.g., onboarding, etc.) and Hardware shall be as set forth in the applicable Order and shall be due and payable by Client on the Order Effective Date (defined below). Unless otherwise agreed by the Parties, Client shall be initially charged the Annual Fee on the effective date set forth on the applicable Order ("Order Effective Date"). If no Order Effective Date is expressly set forth on the Order, the Order Effective Date is the date the Client signs the applicable Order.

4.2 **Payment.** Upon registration, gWorks may issue an invoice to Client for payment by Client of the Annual Fees in accordance with the terms of such invoice. The Annual Fees and all other fees shall be processed on a reoccurring basis by gWorks through an issued invoice, which shall be payable by Client in accordance with its terms and the applicable terms of the Order. Unless otherwise set forth in the applicable Order or invoice, Client shall pay all invoiced amounts, without deduction or set off, no later than 30 days following the date of the applicable invoice.

4.3 **Late Payment.** Any payment that is past due to gWorks shall bear interest at the lesser of 12% per annum or the highest rate allowed by law, which ever is less.

4.4 **Taxes.** Unless Client is tax exempt, Client shall pay all sales, use, value-added, excise, and other similar taxes (excluding taxes on gWorks' income) and all tariffs which result from, or are related to, the Services. Where applicable, upon the execution of a change order for Professional Services, gWorks may require Client to pay for all such Services completed from execution of the original Order to the execution of the change order modifying the same. Client's failure to make any payment when due shall be deemed a material breach of this Agreement.

4.5 **Fee Changes.** gWorks reserves the right to change Annual Fees, and any other fees, under an Order for subsequent renewal terms. gWorks will notify Client at least forty-five (45) days in advance of the renewal date with the renewal term invoice, and the increased fees will apply at the start of the next renewal term under such Order. If Client does not agree to the fee increase, Client must provide written notice of nonrenewal to gWorks at least thirty (30) days prior to the end of the then current term. Client's continued access to or use of the Services beyond the cancellation window constitutes Client's agreement to those changes to fees.

5. TERM AND TERMINATION

5.1 **Term.** This Agreement shall be in effect from the Order Effective Date, as applicable, and shall continue until the end of the term of the applicable Order, unless terminated in accordance with this Agreement. Unless otherwise set forth in the applicable Order, this Agreement shall automatically renew upon expiration of the initial term set forth in the Order for successive renewal terms (the length of such renewal terms to be set forth in the applicable Order, or, if none, such renewal terms shall be one year), unless either Party provides written notice of nonrenewal no less than 30 days prior to the end of the then current term and unless terminated in accordance with this Agreement.

5.2 Termination of Agreement. gWorks may terminate this Agreement immediately if it reasonably believes that Client is infringing, has infringed, or is threatening to infringe the Intellectual Property Rights of gWorks, any of its Affiliates or any third parties, or at any time when there are no currently effective Orders. This Agreement may be immediately terminated, in writing, by either Party as follows: (a) if the other Party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching Party; or (b) upon dissolution, insolvency, or any adjudication in bankruptcy of, or any assignment for the benefit of creditors by, the other Party. “Intellectual Property Rights” means all or any: (i) patents, patent disclosures, and inventions (whether patentable or not); (ii) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith; (iii) copyrights, copyrightable works (including computer software programs, documentation, algorithms, program code, Specifications, reports, and designs), mask works, and rights in data and databases; (iv) trade secrets, knowledge, know-how, techniques, ideas, concepts, and other proprietary information; and (v) all other intellectual property rights, in each case whether existing prior to the date of this Agreement or whether developed in the course of each Party’s performance of its obligations under this Agreement, whether registered or unregistered, and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection provided by applicable law in any jurisdiction throughout the world.

5.3 Termination of Services. Upon termination or expiration of a Service: (a) Client shall immediately pay all outstanding amounts it owes to gWorks for such Service asset forth in the applicable Order; (b) Client shall immediately cease using such Service; and (c) gWorks may take steps to change, remove, or otherwise block Client's access to such Service. Annual Fees are nonrefundable. No termination or expiration of a Service, any Order, or this Agreement will affect Client's obligation to pay all amounts set forth in each Order.

5.4 Effect of Termination. Upon termination of this Agreement for any reason: (a) Client shall immediately pay all outstanding amounts it owes to gWorks hereunder; (b) Client shall immediately cease using all terminated Services; and (c) gWorks may take steps to change, remove, or otherwise block Client’s access to any and all Services. Notwithstanding the above, if, within thirty (30) days after the termination of this Agreement, or any Services, Client requests to export any data files, gWorks will export such data files to Client upon Client’s payment for such data export services charged at gWorks then-standard rates. Unless otherwise specified in the applicable Order, Client shall reimburse gWorks for the costs of all non-cancelable products or services procured from third parties in connection with gWorks’ performance of the Services. The provisions of Sections 1, 4,

5.4, 6, 7.2, 7.3, 8, 9, 10, 13, 14 and 15 shall survive the termination of this Agreement, to the extent applicable.

6. INTELLECTUAL PROPERTY

6.1 gWorks Ownership. Subject to Section 6.2, Client acknowledges that gWorks and/or the third party sources of gWorks' information are the owners of all right, title and interest in and to all Intellectual Property Rights in, to or covering the Services, Third Party Materials, the underlying software used therein, any and all updates, enhancements or derivatives or any of the foregoing, and any and all work product created or developed by or on behalf of gWorks hereunder, in any form whatsoever, including: (a) the technology available as part of or embodied in the Services; and (b) all content, including but not limited to text, software, music, sound, photographs, video, graphics, plots, typeset formulas, tables, general page layouts, juxtapositions of data or other material contained in the Services or otherwise provided as part of the Services. Client acknowledges the Services and any other products or services offered by gWorks are protected by US and international copyrights, patents, trademarks, service marks, trade secrets or other proprietary and intellectual property rights and laws, as applicable. Client acknowledges that it claims no Intellectual Property Rights of gWorks, the Services, or Third Party Materials, and will be entitled only to such rights as are expressly granted to Client pursuant to any and all agreements between gWorks and Client. The Services may be used only in accordance with this Agreement. All pending and/or registered trademarks and service marks, and other graphics, logos, and trade names used by gWorks in connection with the Services, and any other products or services offered by gWorks (collectively the "gWorks Trademarks") are the trademarks of gWorks or its content providers. gWorks and Client acknowledge that, in the event of any third party claim that the Services infringes such third party's Intellectual Property Rights, gWorks will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim, subject to this Agreement. Except as expressly set forth in this Agreement, nothing in this Agreement shall transfer any right, title, or interest in any of either Party's Intellectual Property Rights or technology to the other.

6.2 Client Materials. "Client Materials" shall mean all information, content, data, functionalities, and any other materials provided to gWorks by Client, whether created by Client or a third party, pursuant to this Agreement, for the purpose of assisting gWorks with the providing the SaaS Solution. Client acknowledges and agrees that, in order for Client to fully utilize certain portions of the Service, Client must input, or permit gWorks to input, certain Client Materials into the Services, and by doing so, is not relinquishing any of its

ownership or rights in and to such Client Materials. Client hereby grants to gWorks a non-exclusive, sublicensable, perpetual, worldwide license to use, host, reproduce, store, enhance, supplement and otherwise distribute Client Materials in any and all ways necessary for gWorks to provide to Client the Services and for all other legitimate business purposes of gWorks related to the Services (or with respect to gWorks' other legitimate business needs). Client, not gWorks, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership of all Client Materials, and gWorks shall not be responsible or liable for the deletion, correction, inaccuracy, destruction, damage, loss or failure to store any Client Materials. Client acknowledges and agrees that gWorks is not responsible for examining or evaluating and makes no guarantees regarding the accuracy, completeness, timeliness, validity, legality, decency, quality or any other aspect of Client Materials, and gWorks shall have no liability to Client or any third party for its use of or reliance on Client Materials. gWorks reserves the right to remove and/or discard Client Materials upon thirty (30) days written notice to Client. If Client does not claim its Client Materials or make arrangement to do so within thirty (30) days of gWorks providing such notice, gWorks may remove and/or discard Client Materials. gWorks will, upon request, provide Client with access to Client Materials through the Services during the term of the applicable Order, in the default form made available via the Services; provided, however, that any request to export or extract Client Materials from the SaaS Solution or Desktop Services will be subject to additional fees pursuant to an Order. The Parties agree that gWorks will provide notice to Client of any Client Materials of which it has possession upon termination of this Agreement. gWorks will maintain any such Client Materials for a period of thirty (30) days following termination of this Agreement. If Client or its legal representative does not claim or make arrangements to claim Client Materials within thirty (30) days after the notice, gWorks has no further obligation to maintain any Client Materials.

6.3 Third Party Materials. gWorks may from time (a) to time arrange for Client's purchase, lease, or license of third party hardware, equipment, software, services, data, or other products not owned by gWorks, and the Services may otherwise include access to third party software, services, and data, (b) in providing the Services or developing a Deliverable, use certain third party technology set forth in the applicable Orders, or (c) include access to third party software, services, and data through the Services or by or through links to third party sites (collectively, "Third Party Materials"). Client's use of Third Party Materials in this Section 6.3 is governed by the terms and conditions of any license or other agreement between Client and third party, and Client agrees to abide by all such terms and conditions. To the extent gWorks has the right to grant licenses to such Third Party Materials, gWorks hereby grants to Client a royalty-free, non-exclusive license to use

the Third Party Materials solely in connection with its use of the applicable Deliverable, subject to any limitations imposed by the owner of such Third Party Materials. By accessing the Services, Client is agreeing to be bound by each of these third party's terms with respect to the Third Party Materials. gWorks makes no representations or warranties with respect to any Third Party Materials and shall have no liability arising out of or relating to Client's use thereof. Any third party warranties are the exclusive remedies of Client with respect to Third Materials.

6.4 Feedback. If Client, or any of its employees or contractors sends or transmits any communications or materials to gWorks through any means, suggesting or recommending changes to Services, including new features or functionality relating thereto, or any comments, questions, suggestions, or the like (collectively, "Feedback"), gWorks is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Client hereby assigns to gWorks on Client's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and gWorks is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although gWorks need not use any Feedback.

7. REPRESENTATIONS AND WARRANTIES

7.1 Mutual Warranties. Each Party hereby represents warrants to the other that: (a) it is validly organized, in good standing, and licensed to conduct business in each jurisdiction in which the failure to do so would have a material adverse effect on such Party; (b) it has all necessary corporate power and authority to enter into this Agreement, to grant to the other Party all of the rights granted hereby, and to perform its obligations hereunder; (c) this Agreement is and shall remain the valid, legal, and binding obligation of such Party, enforceable against it in accordance with its terms, except where enforceability may be limited by bankruptcy, insolvency, or similar laws affecting creditors' rights or by principles of equity; and (d) the execution, delivery, and performance of this Agreement does not conflict with, or result in a breach of, any agreement, written or oral, to which it is a party or by which it or its properly is bound.

7.2 Client Warranties. Client represents and warrants to gWorks that Client has obtained all necessary authorizations, consents and/or licenses to provide Client Materials to gWorks and to permit gWorks to use, reproduce, and/or modify Client Materials, without liability to Client or any third party.

7.3 **gWorks Disclaimer.** CLIENT AGREES TO ACCESS THE SERVICES AT ITS SOLE RISK, AND GWORKS SHALL HAVE NO LIABILITY TO CLIENT OR ANY THIRD PARTY FOR CLIENTS ACCESS OF OR RELIANCE ON THE SERVICES. CLIENT ACKNOWLEDGES THE INTERNET CONSISTS OF MULTIPLE PARTICIPATING NETWORKS THAT ARE SEPARATELY OWNED AND THEREFORE ARE NOT SUBJECT TO GWORKS CONTROL, AND COMPUTER SYSTEMS ARE INHERENTLY UNSTABLE, MAY MALFUNCTION OR CEASE TO FUNCTION AT ANY TIME WITHOUT WARNING, AND SUCH. MALFUNCTION OR CESSATION MAY MAKE THE SERVICES TEMPORARILY OR PERMANENTLY UNAVAILABLE. THE SERVICES, HARDWARE, THIRD PARTY PRODUCTS, INTELLECTUAL PROPERTY AND ANY RELATED PRODUCTS AND SERVICES ARE SUPPLIED TO CLIENT "AS IS." NEITHER GWORKS NOR ANY THIRD PARTY INFORMATION OR SERVICE PROVIDER OF GWORKS GIVES ANY WARRANTIES, EXPRESS OR IMPLIED, RELATED THERETO, EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION. GWORKS DISCLAIMS, AND CLIENT EXPRESSLY WAIVES, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER GWORKS NOR ANY THIRD PARTY INFORMATION OR SERVICE PROVIDER OF GWORKS MAKES ANY WARRANTIES THAT (A) THE SERVICES WILL MEET CLIENT'S REQUIREMENTS OR BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (B) THE RESULTS THAT MAY BE OBTAINED FROM ACCESS TO THE SERVICES WILL BE ACCURATE OR RELIABLE, (C) THE QUALITY OF ANY HARDWARE, SERVICES, INFORMATION OR OTHER MATERIAL RECEIVED OR OBTAINED BY CLIENT THROUGH THE SERVICES WILL MEET CLIENT'S EXPECTATIONS, OR (D) ANY ERRORS IN THE SOFTWARE USED TO OPERATE THE SERVICES WILL BE CORRECTED. ANY MATERIALS DOWNLOADED OR OTHERWISE OBTAINED THROUGH CLIENT'S ACCESS TO THE SERVICES ARE ACCESSED AT CLIENT'S OWN DISCRETION AND RISK, AND CLIENT WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ITS COMPUTER SYSTEM OR LOSS OF DATA RESULTING THEREFROM. FURTHER, THE SERVICES AND DATA MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. EXCEPT AS EXPRESSLY SET FORTH HEREIN, GWORKS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. GWORKS IS NOT RESPONSIBLE OR LIABLE FOR DAMAGES FROM LOST PROFITS, LOSS OF BUSINESS OR ANY OTHER LOSSES OR LIABILITIES ARISING OUT OF CLIENT'S USE OF OR RELIANCE ON THE SERVICES. CLIENT ACKNOWLEDGES AND AGREES THAT IN ENTERING INTO THIS AGREEMENT OR ANY ORDER IT HAS NOT RELIED AND IS NOT RELYING ON ANY REPRESENTATIONS, WARRANTIES OR OTHER STATEMENTS WHATSOEVER, WHETHER WRITTEN OR ORAL (FROM OR BY GWORKS OR ANY OF ITS AFFILIATES OR REPRESENTATIVES) OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT AND THE APPLICABLE ORDER AND THAT IT WILL NOT HAVE ANY RIGHT OR

REMEDY ARISING OUT OF ANY REPRESENTATION, WARRANTY OR OTHER STATEMENT NOT EXPRESSLY SET FORTH IN THIS AGREEMENT OR THE APPLICABLE ORDER.

8. INDEMNIFICATION.

8.1 gWorks. gWorks will defend and indemnify Client from and against any and all third-party claims, and any and all damages, liabilities, costs and expenses (including reasonable attorney fees) incurred by Client as a direct result of such third-party claims, to the extent such third-party claims arise from an allegation that the Services, as provided by gWorks, infringes such third party's US intellectual property rights. Notwithstanding the foregoing, gWorks will have no obligations under this Section 8.1 in connection with any claims, actions, damages and liabilities that arise from or relate to: (a) breach of this Agreement by Client or any of its Affiliates or Users, (b) negligence or more culpable conduct by Client, its Affiliates or Users, (c) violation of any laws by Client, its Affiliates or Users, or (d) the combination of the Services with any software, hardware, data or technology that is not provided by gWorks or not proprietary to gWorks. Client shall provide prompt notice of any indemnified claim and reasonably cooperate with gWorks' defense. gWorks will control the defense of any indemnified claim, including appeals, negotiations, and any settlement or compromise thereof. gWorks' obligation in this Section 8.3 will be excused if either of the following materially prejudices the defense: (i) Client's failure to provide prompt notice of the indemnified claim; or (ii) Client's failure reasonably to cooperate in the defense.

8.2 Client. To the extent allowed under state law, Client will indemnify, defend and hold harmless gWorks, its Affiliates, and its and the irrespective directors, officers, employees, agents, contractors, subcontractors, representatives, successors and assigns from and against any and all claims, actions, causes of action, litigation, demands, proceedings, subpoenas, damages, fines, penalties, deficiencies, losses, liabilities, costs, settlements, judgements and expenses (including interest, court costs, reasonable fees and expenses of attorneys, accountants and other experts and professionals or other reasonable fees and expenses of litigation or other proceedings or of any claim, default or assessment) based on, arising out of or related to: (a) Client's actual or alleged breach of this Agreement; (b) damages based on the use of the Services in a manner not contemplated in this Agreement; (c) any claim that gWorks' authorized use of Client Materials in accordance with this Agreement and gWorks' rights herein to the extent such claim alleges gWorks' use violates any party's rights, any law, or Client did not have the necessary consents, approvals, authorizations or permits to provide Client Materials to gWorks; (d) Client's actual or alleged negligence, fraud or violation of any law; or (e) any personal injury

(including death) or property damage arising out of, resulting to, in the nature of or caused by the gross negligence or willful misconduct of Client. If this provision is otherwise prohibited by state law, Client shall remain responsible and liable for its acts and/or omissions with respect to any claim concerning the foregoing indemnity obligations.

9. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN OR ELSEWHERE, IN NO EVENT SHALL GWORKS OR ANY OF ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE, UNDER, ARISING FROM OR RELATING TO THIS AGREEMENT, TRANSACTIONS CONTEMPLATED UNDER THIS AGREEMENT, HARDWARE, OR SERVICES (REGARDLESS OF THE FORM OF CLAIM, WHETHER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, INDEMNITY OR OTHERWISE) EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF ANY OF THE LIMITED REMEDIES OF THIS AGREEMENT FAIL TO FULFILL ITS ESSENTIAL PURPOSE. NOT WITHSTANDING ANYTHING TO THE CONTRARY HEREIN OR ELSEWHERE, GWORKS SHALL NOT BE LIABLE TO CLIENT FOR ANY BREACH OF SECURITY ON OR OF THE SERVICES, REGARDLESS OF WHETHER ANY REMEDY PROVIDED IN THIS AGREEMENT FAILS ITS ESSENTIAL PURPOSE. NOT WITHSTANDING ANYTHING TO THE CONTRARY HEREIN OR ELSEWHERE, IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF GWORKS AND ITS AFFILIATES UNDER, ARISING FROM OR RELATING TO THIS AGREEMENT, TRANSACTIONS CONTEMPLATED UNDER THIS AGREEMENT, HARDWARE, OR SERVICES (REGARDLESS OF THE FORM OF CLAIM, WHETHER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, INDEMNITY OR OTHERWISE) EXCEED, IN THE AGGREGATE, THE FEES PAID BY CLIENT TO GWORKS UNDER THIS AGREEMENT DURING THE SIX MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT CAUSING THE DAMAGE RELATING TO THE FIRST CLAIM MADE AGAINST GWORKS OR ANY OF ITS AFFILIATES UNDER, ARISING FROM OR RELATING TO THIS AGREEMENT, ORDERS, HARDWARE, OR SERVICES. FOR CLARITY, THE FOREGOING IS A TOTAL AGGREGATE LIABILITY CAP, AND NOT A PER CLAIM, PER INCIDENT OR PER ORDER CAP. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO CLIENT IF SUCH EXCLUSIONS OR PROHIBITED UNDER APPLICABLE LAW.

10. CONFIDENTIALITY. During the term of this Agreement, each Party (as “Discloser”) may provide the other Party (as “Recipient”) with certain confidential and proprietary

information (“Confidential Information”). Confidential Information includes Discloser’s research, financial and accounting data and projections, technical data, computer programs, customer lists and information, marketing strategies, estimated staffing requirements, know-how, any information that is marked “confidential” (or with a similar legend), any information that is orally disclosed, identified as confidential at the time of disclosure, and confirmed in writing as being confidential within 30 days thereafter, as well as any information or material which, by its nature and under the circumstances surrounding its disclosure, is generally considered proprietary and confidential, regardless of whether it is marked or properly reduced to writing. Confidential Information does not include information that (a) is publicly known at the time of its disclosure; (b) is lawfully received by Recipient from a third party not under an obligation of confidentiality to Discloser; (c) is published or otherwise made known to the public by Discloser; or (d) was generated independently by Recipient before disclosure by Discloser. Recipient shall not use Discloser’s Confidential Information except to the extent necessary to perform its obligations under this Agreement. Recipient will likewise restrict its disclosure of Discloser’s Confidential Information to those who have a need to know such Confidential Information in order for Recipient to perform its obligations under this Agreement. Such persons will be informed of and will agree to the provisions of this Section, and Recipient will remain responsible for any unauthorized use or disclosure of Confidential Information by any of them. Notwithstanding the foregoing, Recipient may disclose such Confidential Information if required or requested to do so by a governmental agency, a court or administrative subpoena, an order or other legal process or requirement of law, or in order to defend its rights hereunder. Notwithstanding the foregoing, Client's obligations under this Section shall be subject to any applicable public records laws, including statutory response deadlines; provided that Client shall use reasonable efforts to provide gWorks with as much advance notice as practicable under the circumstances. Upon termination of this Agreement, and upon the written request of Discloser, Recipient shall return all of Discloser’s Confidential Information which is in its possession or under its control.

11. DATA SECURITY; BACKUP; DISASTER RECOVERY. gWorks agrees to maintain, through itself or through third party service providers, backup and disaster recovery facilities sufficient to permit it to recover and make available to Client under this Agreement the Services and Client Materials as soon as reasonably practicable. gWorks will notify Client of any data breach or loss in accordance applicable laws. gWorks shall maintain adequate security precautions to minimize the likelihood of any unauthorized access through the Internet to Client Materials or other data provided by Client to gWorks through the Services,

including, among other things, the use of a secure server, protective firewalls and encryption.

12. FORCE MAJEURE. Any delay in or failure of performance by gWorks under this Agreement shall not be considered a breach of this Agreement, and shall be excused, to the extent caused by any occurrence beyond the reasonable control of gWorks.

13. GOVERNING LAW; DISPUTE RESOLUTION. This Agreement shall be governed by and interpreted under the laws of the State of Tennessee, without giving effect to the conflicts of law principles thereof. Any dispute arising under this Agreement will be first referred for resolution to each Party's respective management designee. To the extent that the designees of the Parties cannot resolve the dispute within a reasonable period of time, the Parties shall attempt in good faith to settle the dispute by non-binding mediation. Any and all mediation shall be held in Rutherford County, TN, unless the Parties agree otherwise. Neither Party shall initiate litigation with respect to any dispute until at least ninety (90) days after notice of the dispute is first given or received. In the event litigation is pursued, each Party, for itself and its successors and assigns, hereby expressly and irrevocably (a) consents to the exclusive jurisdiction of the state and federal courts of the State of Tennessee, (b) waives any objection based on forum non conveniens or any objection to venue of any such action, and (c) KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY.

14. MODIFICATION; AMENDMENT. gWorks may amend this Agreement from time to time by posting an amended version at its website (<https://gworks.com>) and providing written notice of such amendment to Client via email to the address on file. Such amendment will be deemed accepted and become effective thirty (30) days after such posting (the "Proposed Amendment Date") unless Client gives gWorks timely written notice of rejection of the amended terms.

15. MISCELLANEOUS. All references to and mentions of the word "including" or the phrase "e.g." means "including, without limitation." Unless context unambiguously requires otherwise, "or" is not exclusive and includes "and." This Agreement shall not be construed in favor of or against either Party by reason of the extent to which either Party or its professional advisors participated in the preparation or drafting of this Agreement. The section and subsection headings used herein are for reference and convenience only and shall not enter into the interpretation thereof. No person or entity other than the Parties

hereto, and their respective successors and/or assigns, shall have any right, remedies, obligations or liabilities under this Agreement, except for indemnified parties set forth in Section 8. Any and all notices, consents, or other communications required or permitted hereunder shall be in writing. It shall be deemed given when (a) delivered personally, (b) sent by confirmed fax or e-mail, (c) sent by commercial overnight courier with written verification of receipt, or (d) sent by registered or certified mail, return receipt requested, postage prepaid, and the receipt is returned to the sender. Names, addresses, and fax numbers for notices (unless and until written notice of a change to the same is provided in accordance with these provisions) are listed on the signature page to this Agreement. All provisions of this Agreement and the Order shall be binding upon, inure to the benefit of, and be enforceable by and against, the respective successors and permitted assigns of gWorks and Client. Client may not assign, pledge, delegate or otherwise transfer (whether by operation of law, acquisition or sale of stock or assets, merger, consolidation, transfer of control or otherwise) this Agreement or any Order, or any rights or obligations under this Agreement or any Order, without the prior written consent of gWorks, such consent to be exercised in the sole discretion of gWorks, and any purported assignment, pledge, delegation or transfer in violation of this provision is null and void. During the term of this Agreement and for a period of one year thereafter, Client shall not, directly or indirectly, solicit for employment or hire any employee of gWorks with whom Client has had contact or who became known to Client in connection with this Agreement. Except as expressly stated herein, the Parties' rights and remedies under this Agreement shall be cumulative and non-exclusive. All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion shall not be deemed a waiver of any other provision or of such provision on any other occasion. If a court of competent jurisdiction holds any provision, or part of any provision, of this Agreement to be illegal or invalid, the provision, or the affected part of such provision, shall be null and void and deemed automatically severed from this Agreement. Any such holding shall not affect the legality or validity of the remaining provisions or remaining parts or unaffected provisions of this Agreement. The relationship between the Parties is that of independent contractors only, and nothing in this Agreement shall be interpreted or construed to create a partnership, joint venture, employer-employee, or agency relationship, or any other relationship between the Parties, other than that of independent contractors. Neither Party shall have the power to obligate the other Party in any manner whatsoever unless expressly provided in this Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof and shall supersede any and all prior or contemporaneous, written or oral, discussions, negotiations, agreements, or understandings between the Parties. In the event of any conflict between the provisions of this Agreement and any Order, or any other addenda, this Agreement will control, provided,

however, the Order will control if (i) the Order specifically references this Section 15 and states that the provisions of the Order will control and (ii) the provision at issue in the Order does not conflict with any provision in Sections 6, 7.3, 8.1 or 9 of this Agreement. Exhibits A, B, C, D, E and F (attached hereto) are hereby incorporated into this MSSA by reference.

EXHIBIT A – DESKTOP SERVICES TERMS

1. License.

a. Desktop Services Subscription License. Subject to Client's compliance with this Agreement, and in consideration of the Annual Fee (and all other fees set forth in the applicable Order) paid by Client hereunder, gWorks grants to Client a personal, non-assignable, non-transferable and non-exclusive license during the term of the applicable Order to use Desktop Services solely for the internal conduct of Client's business, only on the specified quantity of devices and at the locations designated in the Order. The Annual Fee for the Desktop Services subscription license includes general support services.

b. Desktop Services Perpetual License. This section applies, if and only if, the applicable Order expressly identifies the Desktop Services license as a perpetual license. Subject to Client's compliance with this Agreement, and in consideration of the upfront license fee (and all other fees set forth in the applicable Order) paid by Client hereunder, gWorks grants to Client a personal, revocable (if this Agreement is terminated by gWorks), non-assignable, non-transferable, perpetual and non-exclusive license to use Desktop Services solely for the internal conduct of Client's business, only on the specified quantity of devices and at the locations designated in the Order. Client may purchase annual maintenance and support for the Desktop Services perpetual license pursuant to an Order. Notwithstanding anything to the contrary herein or elsewhere, gWorks has no obligation to provide any maintenance or support services for perpetual licenses, unless Client purchases such services as expressly set forth in an Order. If Client elects to not renew maintenance or support services and later desires to purchase maintenance or support services, in addition to the fees set forth in the Order, Client will pay gWorks all fees and amounts that Client would have paid gWorks if Client had maintained maintenance and support services for the entire period between nonrenewal and repurchase.

c. Ownership. Client acquires only the right to use the Desktop Services and does not acquire any legal or equitable right of ownership in the Desktop Services. This Agreement and the license granted pursuant hereto may not be mortgaged, pledged, assigned, sublicensed, leased or otherwise transferred by Client without prior written consent from

gWorks. Client may not reverse engineer or attempt to derive the source code of the Desktop Services.

2. Termination of Desktop Services. The Desktop Services Subscription License has been designed to cease functioning in the event that the Annual Fee, or any other fee, is unpaid. Client acknowledges the existence of this feature in the Desktop Services Subscription License and specifically waives any claim for damages, which may result. In the event of default, all unpaid Annual Fees, product support-related fees, and any other fees and charges payable for the entire duration of this Agreement shall, upon written notice by gWorks become due and payable. This remedy shall be in addition to any other remedy lawfully available to gWorks.

3. Effect of Desktop Services Termination. Upon termination or expiration of this Agreement for any reason, Client shall remain liable for all unpaid charges required to be paid under this Agreement including; unpaid Annual Fees and product-support-related fees, notwithstanding such termination. In the event of breach of default of this Agreement, Client shall hold gWorks harmless from all reasonable attorney's fees, costs and interest (at the highest rate permitted by law) arising by reason of such breach or default, from the date of the default or breach, in addition to other damages. gWorks shall not be required, under any circumstances, to refund any portion of the implementation or onboarding fees, the Annual Fee, or the product support-related fees, already paid.

4. Use Restrictions. Client shall not use the Desktop Services for any purposes beyond the scope of the license granted in this Agreement. Without limiting the foregoing and except as otherwise expressly set forth in this Agreement, Client shall not at any time, directly or indirectly: (i) copy, modify, or create derivative works of the Desktop Services or documentation, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Desktop Services or documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Desktop Services, in whole or in part; (iv) remove any proprietary notices from the Desktop Services or the documentation; or (v) use the Desktop Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

5. Reservation of Rights. gWorks reserves all rights not expressly granted to Client in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Client or any third party any intellectual property rights or other right, title, or interest in or to the Desktop Services.

6. Client Responsibility. Client is responsible and liable for all uses of the Desktop Services and documentation resulting from access provided by Client, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Client is responsible for all acts and omissions of users, and any act or omission by a user that would constitute a breach of this Agreement if taken by Client will be deemed a breach of this Agreement by Client. Client shall make all users aware of this Agreement's provisions as applicable to such user's use of the Desktop Services, and shall cause users to comply with such provisions.

7. Support. gWorks will provide its General Support, as set forth in Section 2.4, during the term of the Order at no addition charge.

EXHIBIT B – SAAS SOLUTION TERMS

1. Access and Use. Subject to Client's compliance with this Agreement, and in consideration of the Annual Fee (and all other fees set forth in the applicable Order) paid by Client hereunder, gWorks hereby grants to Client, and Client hereby accepts, pursuant to the terms and conditions set forth herein, a non-exclusive, non-transferable, non-sublicensable right and subscription to access the SaaS Solution during the term of the applicable Order. All features, content, specifications, data, and layout of the SaaS Solution described or depicted on, or generated through, the Services are subject to change at gWorks' discretion.

2. Mapping Data. While gWorks makes extensive efforts to present accurate and up to date mapping data, Client acknowledges that such mapping data rely on the accuracy and currency of the third party data used by gWorks in connection therewith. gWorks makes no representations or warranties as to the mapping data, and the Parties acknowledge that mapping data may be inaccurate, incomplete, unreliable or out of date. Client shall independently verify the accuracy, completeness and relevance of any information it receives from gWorks as part of such mapping data before relying on it for any purpose.

3. Limited Use. The rights granted by gWorks to Client for the SaaS Solution are personal to Client and allow Client to use and access the SaaS Solution and any data generated through the SaaS Solution for its own internal personal or business use, for public access (allowing the public to use any available computers or mobile devices to obtain access), on its own computer or mobile device, as strictly set forth in this section. Except as otherwise provided herein, the subscription rights set forth in this section may not be shared by more than one individual or assigned to new users without gWorks consent, given or withheld in gWorks' sole discretion.

4. Client Obligations.

4.1 Accounts. Prior to Client being able to access the SaaS Solution, Client may be required to register for the Services, or by executing a written agreement (i.e. this Agreement or Order) with gWorks in the form provided by gWorks. As part of the registration process, Client will be required to provide certain information, and may be awarded a username and password (“Account Credentials”). Client shall remain responsible for maintaining the security of its Account Credentials, and shall not disclose Account Credentials to any third party except as authorized herein. gWorks will not be responsible or liable for any loss or damage caused by Client’s failure to comply with its security obligation. Client remains responsible for all activity occurring under its accounts, and shall notify gWorks immediately of any unauthorized use of any Account Credentials or any other known or suspected breach of security.

4.2 Access. Client shall provide gWorks with reasonable access to Client’s personnel, facilities, equipment, and Client Materials during normal business hours and otherwise as reasonably requested by gWorks, to enable gWorks to provide the Services. Except as expressly set forth in this Agreement, gWorks will have no liability for any damages incurred by Client due to a breach of the security of Client’s own facilities or technology. Client shall take such actions as are reasonably necessary to protect the security of its own facilities and technology. gWorks shall have no liability for loss of any Client Materials. Accordingly, Client shall be solely responsible for creating and maintaining current copies of all Client Materials provided to or stored by gWorks, and storing such copies in a reasonably secure location.

4.3 Compliance with Laws. Client shall comply with all laws, rules, and regulations with respect to Client’s performance of its obligations hereunder and otherwise with respect to its access to and use of the Services, including all applicable laws regarding the transmission of technical data exported from the United States or the country in which Client resides, and gWorks shall have no responsibility therefor, including any responsibility to advise Client of such laws or regulations.

4.4 Client Systems. Client shall ensure that any hardware, devices, applications, or software not provided by gWorks pursuant to this Agreement (“Client System”) will function properly while using the Services. The failure of Client’s Client System to so function shall not relieve Client of any of its obligations under this Agreement. At Client’s expense, Client will be responsible for providing or obtaining the Client System necessary to access the Services and Client Materials and making Client Materials available to gWorks for gWorks to provide the Services. Client acknowledges and agrees that gWorks provision of Professional Services is dependent upon Client’s technology infrastructure at the time

such Professional Services are to be performed, and further changes to Client's technology infrastructure in the future may require additional Professional Services subject to a separate Order at gWorks then-current rates.

4.5 Use Restrictions. Client shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. Client shall not at any time, directly or indirectly, and shall not permit any user to: (a) copy, modify, or create derivative works of the Services, in whole or in part; (b) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services; (c) remove, modify, or obscure any copyright, trademark, or other proprietary rights notices that appear on any software provided or licensed to Client by gWorks; (d) reverse engineer, decompile, or disassemble, reverse assemble or emulate the functionality, reverse compile, attempt to derive the source code of, reduce to human readable form, the SaaS Solution or the underlying software used therein, in whole or in part; (e) use the SaaS Solution, the underlying software used therein, or any portion thereof to create any tool, application or software product that can be used to create software applications of any nature whatsoever; (f) use the SaaS Solution in any unlawful manner whatsoever; (g) access the SaaS Solution by any unauthorized means other than through Services; (h) Spider, data-mine, scrape, probe or otherwise attempt to abuse the SaaS Solution; or (i) use the SaaS Solution in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any person, or that violates any applicable law.

EXHIBIT C – PROFESSIONAL SERVICES TERMS

1. Standard. The Professional Services will be performed by gWorks in a professional and workmanlike manner, using qualified personnel, in accordance with the Specifications and the terms set forth in the applicable Order. If the Order includes Professional Services for the Client to migrate from Desktop Services to a gWorks SaaS Solution the gWorks statement of work ("Statement of Work") set forth in the Order shall also apply to Client and such Statement of Work shall be treated as an "Order" for purposes of this Agreement. gWorks will, in its sole discretion, select personnel to render the Professional Services, establish working hours for its personnel, use the resources and materials it deems appropriate to perform the Professional Services, and, within the parameters set forth in an Order, determine the method, details, and means of performing the Professional Services. "Specifications" means the specifications and functionalities to which the Professional Services deliverables shall be developed by gWorks, as set forth in an Order.

2. Work Product. gWorks will retain ownership of all rights, title and interest, including without limitation all Intellectual Property Rights, in, to and covering any work product or deliverables resulting from Professional Services

EXHIBIT D – HARDWARE TERMS

1. Purchase and Sale. During the term of this Agreement, Client shall purchase from gWorks, and gWorks shall sell to Client, the hardware specified in the quantities set forth in the applicable Order at the prices set forth therein.

2. Agreement Prevails Over Client's PO. The Parties intend for the express terms and conditions contained in this Agreement(including any Order(s) and attachments hereto) to exclusively govern and control each of the Parties' respective rights and obligations. No general terms or conditions provided by Client in any purchase order, nor any variations made to this Agreement's terms and conditions by Client in any purchase order are valid and shall be void and have no effect. Without limitation of the foregoing, any attempt to modify, supersede, supplement or otherwise alter this Agreement, will not modify this Agreement or be binding on either Party unless expressly approved in a written amendment in accordance with this Agreement.

3. Order Acceptance/Rejection. Client's issuance of a signed Order to gWorks is an offer to purchase Hardware pursuant only to these terms and conditions and the Order. Client shall be obligated to purchase from gWorks quantities of Hardware specified in the Order. gWorks accepts an Order to purchase Hardware by written confirmation of the Order by an authorized representative or by delivering the applicable Hardware to Client, whichever occurs first. gWorks may reject a Order for any reason or no reason in its sole discretion. gWorks has no obligation to accept any Order or offer to purchase Hardware issued by Client.

4. Shipment. gWorks shall select the method of shipment of and the carrier for the Hardware. gWorks may, in its sole discretion, without liability or penalty, make partial shipments of Hardware to Client. Each shipment will constitute a separate sale and Client shall pay for the Hardware shipped, in accordance with the payment terms specified in Agreement, whether such shipment is in whole or partial fulfillment of an Order. gWorks shall deliver the Hardware to the delivery location set forth in the applicable Order, using standard packaging and shipping methods. Any time quoted for delivery is an estimate only, and no delay in the shipment or delivery of any Hardware shall relieve Client of its obligations under this Agreement. Title to Hardware shipped under any Order passes to

Client upon Client's payment in full for the Hardware. Risk of loss to Hardware passes to Client upon gWorks transfer of ordered Hardware to carrier.

5. Disclaimer. GWORKS MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE HARDWARE, INCLUDING ANY (I) WARRANTY OF MERCHANTABILITY; (II) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (III) WARRANTY OF TITLE; OR (IV) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. ANY AND ALL WARRANTY CLAIMS, IF ANY, MUST BE SUBMITTED TO THE ORIGINAL MANUFACTURER.

CLIENT-SPECIFIC MODIFICATIONS

Applicable.Solely.to.the.City.of.LaVergne.Tennessee

The Parties acknowledge and agree that the modifications reflected in this version of the Master Software & Services Agreement (“MSSA”), including but not limited to the modifications to Sections 4.3, 4.4, 10, 13, and 14, are client-specific accommodations made solely for the City of LaVergne, Tennessee (“City”). These modifications apply exclusively to the Agreement between GIS Workshop, LLC d/b/a gWorks (“gWorks”) and the City of LaVergne and do not amend, alter, or affect the standard gWorks MSSA as it applies to any other client, entity, or party.

To the extent any provision of this client-specific version conflicts with the standard MSSA posted at <https://gworks.com>, the terms set forth herein shall control as between gWorks and the City of LaVergne only. All provisions of the standard MSSA not expressly modified herein remain in full force and effect with respect to this Agreement.

By signing below, the Parties confirm their agreement to the terms of this MSSA as modified herein, and acknowledge that such modifications are limited in scope to the Agreement between gWorks and the City of LaVergne, Tennessee.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date last signed below.

GIS WORKSHOP, LLC d/b/a gWorks

CITY OF LAVERGNE, TENNESSEE

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Notice Address for gWorks:

GIS Workshop, LLC d/b/a gWorks

3905 S. 148th St., Ste 200
Omaha, NE 68144
Attn: Legal Department

Notice Address for City of LaVergne:

City of LaVergne, Tennessee
5093 Murfreesboro Road
LaVergne, TN 37086
Attn: City Administrator

Dear City of La Vergne TN,

Thank you for taking the time to reconnect with us. We genuinely value our long-term relationship and want to demonstrate that through this offer. Please see the details below, and do not hesitate to reach out with any questions.

Description	Current Annual Fee	Renewed Annual Fee (Year 1)
gWorks Annual Subscription	\$7,803	\$8,193

Year 2 Pricing Commitment: Your Year 2 renewal will increase by no more than 10% over your Year 1 rate.

Agreement Terms

Term	1-year subscription, automatically renewing annually.
Payment	Invoice issued at start of term, due within 30 days.
Fee Changes	gWorks will provide at least 60 days advance notice before any renewal pricing change.
Existing Agreements	Your current contract terms remain in place. This is a pricing adjustment only and does not modify any other provisions of your existing agreement with gWorks.
Governing Terms	This offer is subject to the gWorks Master Software & Services Agreement (MSSA). A copy is available at gworks.com/legal .

Questions? Let's Talk.

John Warcop

Chief Client Officer, gWorks

Email: jwarcop@gworks.com **Cell:** 480-258-8830

To accept this offer, please reply to the email accompanying this document or contact John directly. This offer is valid for 30 days from the date of delivery.



ITEM REPORT

Board of Mayor and Aldermen

Date: May 28, 2026

Item #: 8.C.	Approve the Master Services Agreement with Needl, Inc. dba Aurelian to Transition the Emergency Call Center's Administrative Call Center Lines to an Artificial Intelligence system.		
Department:	Police	Presented By:	Erin Speck
Item Attachments:	<ol style="list-style-type: none"> 1. Aurelian MSA - La Vergne 2. Needl, Inc. dba Aurelian Quotation #0229377198 - City of La Vergne 		

Purpose:

Request to transition administrative call center lines to AI—particularly a solution provided by Aurelian. It will improve responsiveness, reduce staff workload, and provide more consistent service to residents. This change aligns with our goal of enhancing customer service while maintaining operational efficiency. The proposed cost of approximately \$35,000 annually is already included in the current fiscal year budget, making this a financially viable adjustment without requiring additional appropriations.

Background:

Our administrative lines serve as a primary point of contact for residents seeking information, reporting issues, or requesting services. In recent years, call volume and expectations for timely response have increased, placing additional strain on internal staff.

At its core, an emergency call center must prioritize speed and accuracy. However, not every incoming call requires immediate human intervention. Administrative lines—handling non-urgent inquiries such as general information requests, documentation follow-ups, or routine status checks—can create significant volume that distracts human operators from critical emergencies. By transitioning these lines to AI, we can ensure that human dispatchers remain focused on high-priority, life-threatening situations where their judgment and expertise are indispensable.

AI systems like Aurelian's offer consistent, 24/7 availability without fatigue, reducing wait times and eliminating bottlenecks during peak periods. AI can dynamically scale to handle surges in call volume—whether due to seasonal trends, public events, or unexpected incidents. This elasticity ensures that administrative callers receive prompt attention without compromising emergency response capacity.

Another key advantage is standardization. AI-driven systems deliver accurate, policy-aligned responses every time, minimizing the variability that can occur with human handling of routine inquiries. This consistency improves public trust and ensures that information—such as procedures, office hours, or reporting guidelines—is communicated clearly and correctly.

Importantly, modern AI platforms like Aurelian are designed to integrate seamlessly with existing systems. They can log interactions, capture caller data, and escalate complex or sensitive cases to human staff when necessary. This creates a hybrid model where AI handles the repetitive baseline workload while humans remain in control of nuanced or high-stakes situations.

Finally, adopting AI for administrative lines positions the emergency call center as a forward-thinking,

resilient operation. It demonstrates a commitment to leveraging technology to enhance public service, improve response times, and ensure that resources are used where they matter most.

In summary, moving administrative call lines to AI is not about replacing human capability—it's about protecting it. By allowing AI to handle routine demands, we create a more focused, responsive, and effective emergency call center overall.

While we explored multiple vendors, further evaluation indicated that Aurelian offers a more tailored approach to municipal needs, including better call handling protocols, scalability, and integration with our existing processes. Moving to Aurelian would allow staff to focus more on core responsibilities while ensuring residents receive timely and professional assistance.

Financial Summary:

The annual cost for Aurelian's services is \$34,364.60 per year. This will be a three-year contract for a total cost of \$103,093.80. This expense is already accounted for within the current year's approved budget for administrative support services. Transitioning to a different vendor at this stage does not increase overall expenditures but instead reallocates budgeted funds to a provider that better meets operational needs. Over time, improved efficiency and reduced staff burden may also result in indirect cost savings through increased productivity and better resource allocation.

Staff Recommendation:

Staff recommends approval.

MASTER SERVICES AGREEMENT (SAAS)

This **MASTER SERVICES AGREEMENT** (“**Agreement**”) is dated _____ (“**Effective Date**”) and entered into between Needl, Inc. dba Aurelian, a Delaware corporation (“**Aurelian**”) and the City of La Vergne, Tennessee (“**Customer**”). Customer desires to use Aurelian’s software platform, pursuant to the terms and conditions of this Agreement. The parties agree as follows:

1. DEFINITIONS.

1.1 “**Affiliate**” means, with respect to a party, any other entity that directly or indirectly controls, is controlled by or is under common control with such entity, where “control” means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such entity through the ownership of 50% or more of the outstanding voting securities (but only for as long as such entity meets these requirements).

1.2 “**Caller**” means any caller that calls into Customer’s non-emergency or emergency number (depending on the Service used) that utilizes the Platform.

1.3 “**Caller Data**” means any data and information made available by a Caller to Aurelian in connection with Aurelian’s performance of the Services.

1.4 “**Content**” means content, data, and information that is owned by Aurelian or any of its licensors that is provided or made available by Aurelian through use of the Platform or as part of or in connection with Aurelian’s provision of Services. Content does not include Customer Data.

1.5 “**Customer Data**” means the electronic data and information input into the Platform by or on behalf of Customer. Customer Data includes Caller Data but does not include Usage Data or Aggregated Data.

1.6 “**Documentation**” means any user materials, instructions, and specifications made available by Aurelian to Customer for the Services.

1.7 “**Implementation Services**” means Aurelian’s standard implementation and set up services for the Platform.

1.8 “**Order**” means any written order document executed by Aurelian and Customer setting forth the terms and conditions relating to the Services. Each Order is incorporated by reference into this Agreement.

1.9 “**Personal Information**” means Customer Data that constitutes “personal information,” “personal data,” or “personally identifiable information” as such terms are defined under applicable law.

1.10 “**Platform**” means the Aurelian’s proprietary platform utilized by Aurelian to provide the Software to Customer under this Agreement. The Platform does not include Customer’s connectivity equipment, internet and network connections, hardware, software and other equipment as may be necessary for Customer and its Users to connect to and obtain access to the Platform or to utilize the Services.

1.11 “**Services**” means, collectively, Implementation Services, access to the Platform, Support Services, and the other services made available on, by, or through the Platform by Aurelian under this Agreement.

1.12 “**Software**” means Aurelian’s proprietary software as a service offering as set forth in the applicable Order and made available through remote access by Aurelian to Customer and Users as part of the Platform, including any modifications, updates, improvements, configurations, and enhancements thereto.

1.13 “**Support Services**” means Aurelian’s standard technical support and Software maintenance.

1.14 “**Usage Data**” means any content, data, or information that is collected or produced by the Platform in connection with use of the Services that does not identify Customer, its Users, or Callers, and may include, but is not limited to, usage patterns, traffic logs, and user conduct associated with the Platform.

1.15 “**Users**” means Customer’s employees, independent contractors, and other individuals who are authorized by Customer to use the Services on behalf of Customer.

1.16 “**Force Majeure**” means any event or circumstance beyond the reasonable control of a party, including but not limited to acts of God, natural disasters, war, terrorism, civil unrest, strikes or other labor disturbances, embargoes, government orders or regulations, epidemics, pandemics, or failures of suppliers, subcontractors, or carriers, which prevents or delays the affected party from performing its obligations under this Agreement.

2. SERVICES.

2.1 **Provision of Services.** Subject to the terms and conditions of this Agreement, Aurelian shall provide the Services to Customer and its Users. Aurelian has valid and effective agreements with all vendors and providers of technology (including AI platforms) (“Vendor Systems”) sufficient to allow Aurelian to use the Vendor Systems as part of the Services.

2.2 **Cooperation.** Customer shall supply to Aurelian the Customer Data along with access and personnel resources that Aurelian reasonably requests in order for Aurelian to provide the Services.

2.3 Resources. Customer is solely responsible for, at its own expense, acquiring, installing, and maintaining all connectivity equipment, internet and network connections, hardware, software, and other equipment as may be necessary for its Users to connect to and access the Platform.

2.4 Third Party Offerings. Aurelian may make access to or use of third-party software services, applications, or functionality that link to, interoperate with, or are incorporated into the Platform available to Customer (collectively, “**Third-Party Offerings**”). Customer acknowledges that Aurelian does not own or control such Third-Party Offerings, they are made available as a convenience only, and are not part of the Platform or subject to any of the warranties, service commitments, or other obligations with respect to the Platform under this Agreement and that such Third-Party Offerings are subject to their own terms and conditions. Any acquisition by Customer of Third-Party Offerings, and any exchange of data between Customer and its Users and any Third-Party Offering is solely between Customer and its Users and the applicable Third-Party Offering provider. Access to and use of any Third-Party Offering is at Customer’s own risk and is solely determined by the relevant third-party provider and is subject to such additional terms and conditions applicable to such Third-Party Offering. Aurelian may disable or restrict access to any Third-Party Offerings on the Platform at any time without notice. Aurelian is not liable for Third-Party Offerings or any Customer Data provided to a third party via a Third-Party Offering.

2.5 Artificial Intelligence. Aurelian may use artificial intelligence technologies, including but not limited to generative AI, machine learning, natural language processing, large language models (LLMs), and other AI tools (collectively, “**AI**”) in connection with the Services, including to analyze Customer Data such as call recordings and to generate outputs, recommendations, or insights for Users. Aurelian’s use of AI, including any third-party AI tools, will comply with all applicable laws. All outputs, results, recommendations, and insights generated by AI from Customer Data are owned by Customer and are deemed Customer Data under this Agreement. Aurelian shall not use Customer Data to train, test, or improve any third-party AI models without Customer’s express written consent. AI is used solely to assist in providing the Services and is not intended to replace human judgment or decision-making by Customer’s personnel. Customer is responsible for evaluating and verifying the accuracy of any AI-generated outputs, recommendations, or insights through human review before taking any action based on such outputs. Aurelian disclaims any responsibility for decisions or actions taken by Customer based on AI-generated outputs, and Customer is solely responsible for all such decisions and actions.

3. GRANT OF RIGHTS.

3.1 Access Rights; Customer’s Use of the Platform. Subject to the terms and conditions of this Agreement, Aurelian hereby grants to Customer, during the Term (as defined below), a non-exclusive, non-transferable (except as permitted by Section 13.3 (Assignment)), non-sublicensable right to access and use the Platform for Customer’s and its Affiliates’ internal business purposes in accordance with the Documentation and the terms and conditions of this Agreement and subject to the usage limitations set forth in the applicable Order (the “**Usage Limitations**”). Aurelian and its licensors reserve all rights in and to the Platform and the Services not expressly granted to Customer under this Agreement.

3.2 Restrictions on Use. Customer shall not (a) reproduce, display, download, modify, create derivative works of or distribute the Platform, or attempt to reverse engineer, decompile, disassemble or access the source code for the Platform or any component thereof; (b) use the Platform, or any component thereof, in the operation of a service bureau to support or process any content, data, or information of any party other than Customer or Customer Affiliates; (c) permit any party, other than the then-currently authorized Users to independently access the Platform; (d) use the Platform in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third-party, or that violates any applicable law; (e) exceed the Usage Limitations; (f) use the Platform to store or transmit any code, files, scripts, agents, or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses; or (g) use the Platform, including any AI features contained therein, for making decisions that could produce legal or similarly significant effects without review by and involvement of Users.

3.3 Users. Under the rights granted to Customer under this Agreement, Customer may permit its and its Affiliates’ independent contractors and employees to become Users in order to access and use the Platform in accordance with this Agreement; provided that Customer will be liable for the acts and omissions of all Customer Affiliates and Users to the extent any of such acts or omissions, if performed by Customer, would constitute a breach of, or otherwise give rise to liability to Customer under, this Agreement. Customer shall not, and shall not permit any User to, use the Platform, Software or Documentation except as expressly permitted under this Agreement. Customer is responsible for Users’ compliance with this Agreement.

3.4 Callers. Customer is responsible for: (a) giving adequate notice and making any required disclosures to Callers regarding Aurelian’s processing of Caller Data as contemplated under this Agreement; and (b) obtaining all necessary rights, permissions, and valid consents, which may be required in order to permit: (i) Aurelian’s performance of its obligations and exercise of its rights under this Agreement; and (ii) Customer’s and its Users’ access to and use of any Caller Data.

3.5 Prohibited Data. Notwithstanding anything to the contrary in this Agreement, Customer shall not, and shall take commercially reasonable efforts to ensure that its Users and Callers do not, upload or provide to the Platform or otherwise submit or make accessible to Aurelian any financial account or government issued identifiers (e.g., social security numbers, credit card information, or bank information), protected health information, or other types of sensitive data that is subject to specific or elevated data protection requirements (other than personal data) (collectively, “**Prohibited Data**”). Notwithstanding anything to the contrary in this Agreement, Customer acknowledges that: (i) the Software and Platform are not intended for the management or protection of Prohibited Data and may not provide adequate or legally required security for Prohibited Data; and (ii) Aurelian will have no liability for any failure to provide protections set forth in any laws, rules, regulations, or standards applicable to such Prohibited Data or to otherwise protect the

Prohibited Data. If Customer, any Users, or any Callers upload or provided any Prohibited Data to the Platform in violation of this Section 3.5 (Prohibited Data), Aurelian may, without limiting any of its other rights and remedies, delete such Prohibited Data.

4. FEES AND PAYMENT TERMS.

4.1 Price. Customer shall pay Aurelian the fees set forth in the applicable Order (“**Fees**”) in accordance with the terms of this Agreement. Fees are exclusive of, and Customer shall pay all taxes, fees, duties, and other governmental charges arising from the payment of any Fees or any amounts owed to Aurelian under this Agreement (excluding any taxes arising from Aurelian’s income or any employment taxes). Fees for any Services requested by Customer that are not set forth in an Order will be charged as mutually agreed to by the parties in writing.

4.2 Payment. Customer shall pay to Aurelian all Fees within 30 days after Customer’s receipt of the applicable invoice for such Services. If Customer disagrees with any Fees set forth in an invoice, Customer must notify Aurelian of the dispute within 30 days after receipt of such invoice. If Aurelian does not receive notice of a dispute during such 30 day period, Customer will be deemed to have accepted the Fees set forth in the invoice. All payments received by Aurelian are non-refundable except as otherwise expressly provided in this Agreement. Customer shall make all payments in United States dollars.

5. TERM AND TERMINATION.

5.1 Term. Unless otherwise provided in an Order, this Agreement commences on the Effective Date and, unless terminated earlier in accordance with this Agreement, continues until all Orders have terminated (“**Term**”).

5.2 Order Term. The initial term of an Order begins on the date set forth in the Order (“**Initial Term**”), unless otherwise terminated as provided for in the Agreement or applicable Order. The term of each Order will automatically extend for successive one-year periods at fees 7% higher than the immediately preceding year (each, a “**Renewal Term**”), unless either party provides written notice to the other party of its intent not to extend such Order at least thirty (30) days prior to the end of the Initial Term or then-current Renewal Term.

5.3 Termination.

A party may terminate this Agreement or an Order upon notice if the other party breaches any material provision of this Agreement and (provided that such breach is capable of cure) does not cure such breach within 30 days after being provided with written notice of such breach. Customer may terminate any Order for convenience upon 30 days’ written notice to Aurelian until the first anniversary of an Order’s effective date and will be given a pro-rated refund for the remaining contract value.

5.4 Effects of Termination. Upon termination of this Agreement and all Orders: (a) all amounts owed to Aurelian under this Agreement before such termination will be due and payable in accordance with Section 4 (Fees and Payment Terms); (b) Customer’s rights granted in this Agreement will immediately cease; (c) Customer shall promptly discontinue all access to and use of the Platform and Documentation; and (d) Aurelian shall promptly return or erase all Customer Data, except that Aurelian may retain Customer Data in Aurelian’s archived backup files. Sections 4, 5.4, 6, 7.3, 8, 11, 12, 11, 12, and 13 survive expiration or termination of this Agreement.

5.5 Suspension. Notwithstanding anything to the contrary in this Agreement, Aurelian may suspend Customer’s access to the Platform if Aurelian determines that: (a) there is an attack on the Platform; (b) Customer’s or any of its Users’ use of the Platform poses a reasonable risk of harm or liability to Aurelian and, if capable of being cured, Customer is not taking appropriate action to cure such risk; (c) Customer has breached Sections 3.2 (Restrictions on Use) or 12 (Confidentiality) ; (d) Customer’s or its Users’ use of the Platform violates applicable law; or (e) Customer has failed to pay any undisputed amounts owed under this Agreement when due and has failed to cure such late payment within 15 days after Aurelian has provided Customer with written notice of such late payment. Aurelian shall use commercially reasonable efforts to provide Customer with notice of such suspension. Aurelian may suspend Customer’s access to the Platform until the situation giving rise to the suspension has been remedied to Aurelian’s reasonable satisfaction. Aurelian’s suspension of Customer’s access to the Platform will not relieve Customer of its payment obligations under this Agreement.

6. PROPRIETARY RIGHTS.

6.1 Customer Data. As between the parties, Customer owns all right, title, and interest in Customer Data, including all intellectual property rights therein.

6.2 Customer Data License Grant. Customer hereby grants to Aurelian and its authorized representatives and contractors, during the Term, a limited, non-exclusive, non-transferable (except as permitted by Section 13.3 (Assignment)) license to use the Customer Data solely for the limited purpose of performing the Services for Customer and fulfilling its other obligations and exercising its rights under this Agreement.

6.3 The Services. All proprietary technology utilized by Aurelian to perform its obligations under this Agreement, and all intellectual property rights in and to the foregoing, as between the parties, are the exclusive property of Aurelian. Aurelian or its third party licensors retain ownership of all right, title, and interest to all copyrights, patents, trademarks, trade secrets, and other intellectual property rights in and to the Content and the Platform, including without limitation the Software, Documentation, customizations, and enhancements, and all processes, know-how, and the like utilized by or created by Aurelian in performing under this Agreement. Any rights not expressly granted to Customer hereunder are reserved by Aurelian.

6.4 Aggregated Data. Notwithstanding anything in this Agreement to the contrary, Aurelian may analyze Customer Data to create a de-identified or aggregated data set that does not identify Customer, its Users, or Callers (collectively, “**Aggregated Data**”). Aurelian retains ownership of all right, title, and interest in and to Aggregated Data. Aurelian may use Aggregated Data for any lawful purpose, including, but not limited to, to improve, market, and provide the Services.

6.5 Usage Data. Aurelian retains ownership of all right, title, and interest in and to the Usage Data. Aurelian may use Usage Data in connection with its performance of its obligations in this Agreement and for any other lawful business purpose, including, but not limited to, benchmarking, data analysis, and to improve Aurelian’s services, systems, and algorithms.

7. WARRANTY; DISCLAIMERS.

7.1 Access to the Platform. Aurelian warrants that the Platform will perform materially in accordance with the Documentation and this Agreement. Aurelian does not warrant that the Platform will be completely error-free or uninterrupted. If Customer notifies Aurelian of a reproducible error in the Platform that indicates a breach of the foregoing warranty (each, an “**Error**”) within 30 days after Customer experiences such Error, Aurelian shall, at its own expense and as its sole obligation and Customer’s exclusive remedy for breach of the foregoing warranty : (a) use commercially reasonable efforts to correct or provide a workaround for such Error; or (b) if Aurelian is unable to correct or provide a workaround for such Error within 60 days after receiving notice of such Error from Customer, Customer may terminate this Agreement upon notice to Aurelian and, Aurelian shall refund the amounts paid by Customer for access to the Platform for the period during which the Platform was not usable by Customer. The warranties set forth in this Section 7.1 (Access to the Platform) do not apply to any Third Party Offerings or cover any Error caused by: (i) Customer or its Users; (ii) use of the Platform in any manner or in any environment inconsistent with its intended purpose; (iii) Customer’s hardware or software if modified or repaired in any manner which materially adversely affects the operation or reliability of the Platform, or (iv) any equipment, software, or other material utilized by Customer in connection with the Platform contrary to the provider’s instructions.

7.2 Right to Customer Data. Customer represents and warrants that it has the right to: (a) use the Customer Data as contemplated by this Agreement; and (b) grant Aurelian the license in Section 6.2 (Customer Data License Grant).

7.3 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 7 (WARRANTY DISCLAIMERS), NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND AND EACH PARTY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE FOREGOING, CUSTOMER ACKNOWLEDGES THAT THE SERVICES ARE NOT INTENDED FOR USE FOR EMERGENCIES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, AURELIAN MAKES NO WARRANTIES OF ANY KIND REGARDING THE SERVICES’ ABILITY TO PROPERLY REROUTE CALLERS TO EMERGENCY SERVICES, AND CUSTOMER ACKNOWLEDGES THAT THE SERVICES MAY NOT PROPERLY IDENTIFY CALLS AS EMERGENCIES AND MAY NOT PROPERLY REROUTE EMERGENCY CALLS TO EMERGENCY SERVICES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WILL AURELIAN BE LIABLE TO CUSTOMER FOR ANY DAMAGES OR LIABILITY THAT CUSTOMER MAY INCUR THAT ARISE OUT OF THE USE OF THE SERVICES IN CONNECTION WITH EMERGENCIES.

8. INDEMNIFICATION.

Aurelian shall defend, indemnify, and hold the Customer, its officers, officials, employees, and volunteers harmless from any and all third-party claims, injuries, damages, losses, or suits, including attorney fees (each a “**Claim**”), to the extent arising out of or resulting from: (a) the gross negligence or willful misconduct of Aurelian in performance of this Agreement; (b) violation of applicable law; and (c) an allegation that the Software used in accordance with this Agreement infringes any intellectual property rights, including copyright, of such third party (an “**Infringement Claim**”). The foregoing obligations are conditioned on Customer: (A) promptly notifying Aurelian in writing of such Claim; (B) giving Aurelian sole control of the defense thereof and any related settlement negotiations; and (C) cooperating and, at Aurelian’s request and expense, assisting in such defense. In the event that the use of the Platform is enjoined as a result of an Infringement Claim, Aurelian shall, at Customer’s option and at Aurelian’s expense, either: (i) procure for Customer the right to continue using the Platform; (ii) replace the Software with a non-infringing but functionally equivalent product; (iii) modify the Software so it becomes non-infringing; or (iv) terminate this Agreement and refund the amounts Customer paid for access to the Platform that relate to the period during which Customer was not able to use the Platform. Notwithstanding the foregoing, Aurelian will have no obligation under this Section 8 (Indemnification) to the extent an Infringement Claim is based upon: (1) any use of the Platform not in accordance with this Agreement; (2) any use of the Platform in combination with products, equipment, software, or data that is not contemplated by the Documentation or that Aurelian did not supply or approve of, if such infringement would have been avoided without the combination with such other products, equipment, software, or data; (3) any modification of the Platform by any person other than Aurelian or its authorized agents or subcontractors; or (4) any Third-Party Offering. This Section 8 (Indemnification) states Aurelian’s entire liability and Customer’s sole and exclusive remedy for Infringement Claims.

Customer shall defend, indemnify, and hold Aurelian harmless from any Claim brought by a third party (including Callers) to the extent that such claim, suit, or action is based upon: (a) Aurelian’s use of any Customer Data in accordance with this Agreement; (b) Customer’s use of any Customer Data; or (c) Customer’s use of the Services, including, but not limited to, a claim that the Services failed to reroute a Caller to emergency services. The foregoing obligations are conditioned on Aurelian: (a) promptly notifying Customer in writing of

such Claim; (b) giving Customer sole control of the defense thereof and any related settlement negotiations; and (c) cooperating and, at Customer's request and expense, assisting in such defense.

9. INSURANCE.

9.1 During the term of the Agreement, Aurelian shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap, independent contractors and personal injury and advertising injury. The Customer shall be named as an additional insured under Aurelian's Commercial General Liability insurance policy with respect to the work performed for the Customer using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Technology Errors & Omissions (E&O)
5. Network Security (Cyber) and Privacy Insurance shall include, but not be limited to, coverage, including defense, for the following losses or services:

Liability arising from theft, dissemination, and/or use of Customer confidential and personally identifiable information, including but not limited to, any information about an individual maintained by the Customer, including (i) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (ii) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information regardless of how or where the information is stored or transmitted.

Network security liability arising from (i) the unauthorized access to, use of, or tampering with computer systems, including hacker attacks; or (ii) the inability of an authorized third party to gain access to supplier systems and/or Customer data, including denial of service, unless caused by a mechanical or electrical failure; (iii) introduction of any unauthorized software computer code or virus causing damage to the Customer or any other third party data.

Lawfully insurable fines and penalties resulting or alleging from a data breach.

Event management services and first-party loss expenses for a data breach response including crisis management services, credit monitoring for individuals, public relations, legal service advice, notification of affected parties, independent information security forensics firm, and costs to re-secure, re-create and restore data or systems.

9.2 During the term of the Agreement, Aurelian shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
3. Technology Errors & Omissions (E&O) shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
4. Network Security (Cyber) and Privacy Insurance shall be written with limits no less than \$2,000,000 per claim \$2,000,000 policy aggregate for network security and privacy coverage, \$100,000 per claim for regulatory action (fines and penalties), and \$100,000 per claim for event management services.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII. Upon written request from Customer, Aurelian shall furnish the Customer with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work. Aurelian shall provide the Customer with written notice of any policy cancellation within two business days of its receipt of such notice.

10. SAFEGUARDING OF PERSONAL INFORMATION. Aurelian shall not use or disclose Personal Information except in accordance with Customer's documented instructions or to perform Aurelian's obligations or exercise Aurelian's rights under this Agreement. Aurelian agrees to comply with applicable federal and state laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of Personal Information. Aurelian shall ensure its directors, officers, employees, subcontractors or agents use Personal Information solely for the purposes set forth in this Agreement. Aurelian shall implement and maintain information security measures designed to protect Personal Information against unauthorized use, disclosure, modification or loss. Upon becoming aware of unauthorized access to or acquisition of Personal Information in Aurelian's possession or control, Aurelian will promptly inform Customer in writing and take reasonable steps designed to mitigate the harmful effects of such access or acquisition.

11. LIMITATIONS OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, OR FOR ANY LOST DATA, LOST PROFITS OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THIS AGREEMENT., HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY’S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES PAID OR OWED BY CUSTOMER TO AURELIAN UNDER THIS AGREEMENT DURING THE TWELVE MONTH PERIOD PRECEDING THE CLAIM, AS THE CASE MAY BE, DURING WHICH THE EVENTS GIVING RISE TO SUCH LIABILITY OCCURRED. THE EXCLUSIONS AND LIMITATION OF LIABILITIES SET FORTH IN THIS SECTION 11 (LIMITATIONS OF LIABILITY) DO NOT APPLY TO A PARTY’S OBLIGATIONS UNDER SECTION 8 (INDEMNIFICATION), TO LIABILITY ARISING FROM A PARTY’S BREACH OF SECTION 112, OR TO LIABILITY ARISING FROM CUSTOMER’S BREACH OF ANY ONE OR MORE OF THE FOLLOWING: SECTIONS 3.2 (RESTRICTIONS ON USE) OR 7.2 (RIGHT TO CUSTOMER DATA).

12. CONFIDENTIALITY.

12.1 Definitions. “Confidential Information” means all information disclosed by one party (“**Discloser**”) to the other party (“**Recipient**”) under this Agreement during the Term. Confidential Information includes information that is marked or identified as confidential and, if not marked or identified as confidential, information that should reasonably have been understood by Recipient to be proprietary and confidential to Discloser or to a third party. Aurelian’s Confidential Information includes Software and Documentation. Customer’s Confidential Information includes Customer Data.

12.2 Protection. Recipient shall not use any Confidential Information for any purpose not expressly permitted by this Agreement and shall not disclose Confidential Information to anyone other than Recipient’s employees and independent contractors who have a need to know such Confidential Information for purposes of this Agreement and who are subject to confidentiality obligations no less restrictive than Recipient’s obligations under this Section 112. Recipient will be liable to the Discloser for any of its employees’ and independent contractors’ acts or omissions, which, if performed by Recipient, would constitute a breach of this Section 112. Recipient shall protect Confidential Information from unauthorized use, access, and disclosure in the same manner as Recipient protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

12.3 Exceptions. Recipient will have no confidentiality obligations under Section 12 (Confidentiality) above with respect to any information of Discloser that Recipient can document: (a) was already known to Recipient prior to Discloser’s disclosure; (b) is disclosed to Recipient by a third party who had the right to make such disclosure without violating any confidentiality agreement with or other obligation to the party who disclosed the information; (c) is, or through no fault of Recipient has become, generally available to the public; or (d) is independently developed by Recipient without access to or use of Confidential Information. Recipient may disclose Confidential Information if required to as part of a judicial process, government investigation, legal proceeding, response to a public records request, or other similar process on the condition that, to the extent permitted by applicable law, Recipient gives prior written notice of such requirement to Discloser. Recipient shall take reasonable efforts to provide this notice in sufficient time to allow Discloser to seek an appropriate confidentiality agreement, protective order, or modification of any disclosure.

13. GENERAL.

13.1 Independent Contractor. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture partner of or with the other, and neither party has the right or authority to assume or create any obligation on behalf of the other party.

13.2 Subcontractors. Aurelian may utilize subcontractors, subprocessors, and other third-party service providers (collectively, “**Subcontractors**”) in the performance of its obligations, provided that Aurelian will remain liable and responsible for the Subcontractors’ acts and omissions to the extent any of such acts or omissions, if performed by Aurelian, would constitute a breach of, or otherwise give rise to liability to Aurelian under, this Agreement when they are performing for or on behalf of Aurelian.

13.3 Assignment. Neither party may assign this Agreement or any of its rights under this Agreement to any third party without the other party’s prior written consent; except that a party may assign this Agreement without consent from the other party to (a) an Affiliate; or (b) any successor to its business or assets to which this Agreement relates, whether by merger, acquisition, or sale of all or substantially all of its assets, or otherwise. Any attempted assignment in violation of the foregoing will be void and of no force or effect.

13.4 Use by Other Government Agencies. The parties acknowledge that this Agreement has been negotiated by and entered into between Customer and Aurelian for the provision of Services described herein. Subject to Aurelian’s approval, which shall not be unreasonably withheld, other government entities, including, but not limited to, other municipalities, counties, special districts, school districts, federal/state/local agencies, and other political subdivisions (“**Participating Agencies**”), may, to the extent permitted by law, procure the same Services and related services under the terms and conditions of this Agreement by entering into a fully-executed written order form with Contractor that references this Agreement (each, an “**Order Form**”), through a process commonly referred to as “**piggybacking**”. Each Participating Agency that enters into such an Order Form shall be deemed a separate and independent licensee and party to this Agreement solely for the purposes of its use of the Services, and Contractor shall contract directly with each Participating Agency. Nothing herein shall obligate any Participating Agency to utilize this Agreement, nor shall it obligate Aurelian to

provide goods or services beyond the scope of this Agreement, except to the extent agreed in an Order Form between Aurelian and such Participating Agency. The Customer shall have no liability or responsibility for the actions, obligations, or payments of any Participating Agency. Any dispute, obligation, or enforcement action arising from a Participating Agency's use of this Agreement shall be handled solely between Aurelian and the relevant Participating Agency.

13.5 Force Majeure. Except for payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

13.6 Notices. All notices or communications required or permitted under this Agreement, including but not limited to notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and delivered by courier, certified or registered mail (postage prepaid and return receipt requested), or by email (with confirmation of delivery) to the other party at the address set forth on the signature page or such other address as the party may have designated by proper notice. Notices will be deemed delivered upon the earlier of: (a) actual receipt by the receiving party; (b) receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party. E-mail may be used for routine communications and to obtain operational approvals and consents but may not be used for any other notices unless otherwise specified herein.

13.7 Governing Law; Venue. The laws of the State of Washington govern this Agreement and any matters related to this Agreement, without regard to any conflicts of laws principles that would require the application of the laws of a different jurisdiction. The parties hereby submit to the exclusive jurisdiction of, and waive any venue objections against, the state or federal courts located in the State of Washington, in the county where the Customer is located, for any litigation arising out of or relating to this Agreement or the Services.

13.8 Remedies. Each party acknowledges that any actual or threatened breach of Sections 3.2 (Restrictions on Use) or 112 will constitute immediate, irreparable harm to the non-breaching party for which monetary damages would be an inadequate remedy and that injunctive relief is an appropriate remedy for such breach. If any legal action is brought by a party to enforce this Agreement, the prevailing party will be entitled to receive its attorneys' fees, court costs, and other legal expenses, in addition to any other relief it may receive from the non-prevailing party.

13.9 Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either Customer's or Aurelian's successor(s) or permitted assign(s).

13.10 No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of Customer and Aurelian. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement.

13.11 Waivers. To be effective, any waivers must be in writing and signed by the party to be charged. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

13.12 Dispute Resolution. Customer agrees to provide us with written notice within thirty (30) days of becoming aware of a dispute. Customer agrees to cooperate with Aurelian in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule.

13.13 Severability. If any provision of this Agreement is unenforceable, the other provisions of this Agreement will be unimpaired, and the unenforceable provision will be deemed modified so that it is enforceable to the maximum extent permitted by law (unless such modification is not permitted by law, in which case such provision will be disregarded).

13.14 Counterparts. This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.

13.15 Entire Agreement. This Agreement, including any Order and any exhibits or attachments thereto (including any Executive Summary), constitutes the final and entire agreement between the parties regarding the subject hereof and supersedes all other agreements, whether written or oral, between the parties concerning such subject matter. No modifications to this Agreement will be binding on the other party unless accepted in writing by both parties. To the extent of any conflict between the provisions of this Agreement and the provisions of any Order, the provisions of the Agreement will govern unless the Order specifically overrides this Agreement. No amendment to this Agreement will be effective unless in writing and signed by the party to be charged.

The parties by their authorized representatives have entered into this Master Services Agreement as of the Effective Date.

City of La Vergne

Needl, Inc.

Signature: _____

Signature: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

**ADDENDUM GOVERNING ALL AGREEMENTS BETWEEN
NEEDL, INC., d/b/a AURELIAN
AND
THE CITY OF LA VERGNE, TENNESSEE**

This Addendum (herein "Addendum") amends the Master Service Agreement ("Agreement" or "Contract") between Needle, Inc., ("Contractor"), a Delaware corporation, and the City of La Vergne, Tennessee ("City") , as well as any and all contracts and agreements for non-emergency call automation software that the parties enter following the Effective Date of this Addendum (collectively "Agreements"). In consideration of using Contractor's form agreements, now and in the future, the mutual promises set out herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged the Agreements are amended as follows:

- 1. Precedence.** Notwithstanding any other provision in the Agreements, the language in this Addendum takes precedence over all other terms, conditions or language to the contrary or in conflict with the language herein, and the Agreements and this Addendum shall not be construed to create any ambiguity, it being the intent of the parties that this Addendum shall control it being acknowledged and agreed to by the parties that this Addendum shall be executed and entered into after execution of the Agreements regardless of what order the Agreements and this Addendum are actually executed. Unless defined herein, capitalized terms in this Addendum shall have the meaning set forth in the Agreement.
- 2.** [Intentionally omitted].
- 3. Confidentiality.** The Agreement is a public record, and it, along with all documents or materials, in any format, including, but not limited to, paper, electronic, or virtual, that are public records pursuant to the Tennessee Open Records Act, set out in T.C.A. §10-7-503 et seq., are not confidential and, to the extent permitted by law, are subject to disclosure in whole or in part, without regard to any provision contained in the Agreement declaring information confidential. Additionally, City must, upon proper request, release public documents and records as defined by T.C.A. §10-7-503 et seq., including, but not limited to, the Agreement and all records created and maintained related to the Agreement, without any requirement to disclose such request to Contractor or provide Contractor with notice or the time to obtain a protective order. City does not have the burden of establishing that information is not confidential information or that its release is authorized to release the records. This section 3 serves to meet such burden and authorization of disclosure.
- 4. Indemnity and Limitation of Liability.** Article II, Section 29 of the Tennessee Constitution prohibits municipalities from lending their credit to private entities and, therefore, prohibits an agreement by City to indemnify a third party or agree to a limitation of liability provision. Any indemnity or hold harmless provision contained in the Agreements requiring City to indemnify or hold harmless Contractor or any other person or entity and any limitation of liability in favor of Contractor is enforceable only to the extent permitted by Tennessee law provided City's monetary limits of liability under any such provision is limited to the monetary limits of liability as provided for in the Tennessee Governmental Tort Liability Act, T.C.A. § 29-20-101 et seq. No provision of the Agreements shall act or be deemed a waiver by City of

any immunity, including its rights or privileges or of any provision of the Tennessee Governmental Tort Liability Act, T.C.A. section 29-20-101 et seq.

- 5. Name and Logo.** City does not consent to the use of its name or logo in any advertising or promotional material or distributions or other commercial use by Contractor other than in connection with any events promoted through or for which tickets are sold through Contractor's services. Additionally, City does not waive any moral right to the use of the name submitted to Contractor.
- 6. Governing Law.** The Agreement and the rights and obligations of the parties are governed by the laws of the state of Tennessee, without regard to its conflict of laws principles.
- 7. Selection of Jurisdiction and Venue, Waiver of Jury Trial, Service of Process.** Pursuant to the Constitution and Laws of the State of Tennessee, City is a sovereign entity subject only to those courts with jurisdiction over City. Notwithstanding any other provision in the Agreements to the contrary if a dispute, claim, or cause of action should arise between the parties (hereinafter "claim") the claim shall be brought in the state courts in Rutherford County, Tennessee or in the U.S. District Court for the Middle District of Tennessee, and the parties hereby expressly waive any objections and thereby consent to the jurisdiction and venue of said courts. However, neither party shall be obligated to provide any type of pre-suit notice before initiating a cause of action. The parties waive their right to a jury trial. Service of process on City shall comply with the Tennessee Rules of Civil Procedure or applicable federal rules, and City does not agree to any other service of process procedure.
- 8. Responsibility for Litigation Costs, Expenses and Payment of Attorney's Fees.** Article II, Section 29 of the Tennessee Constitution prohibits municipalities from lending their credit to private entities and, therefore, prohibits an agreement by City to indemnify a third party or agree to a limitation of liability provision. This prohibition extends to contractual provisions for the payment of attorney's fees, paralegal fees, investigator fees, court costs, or any other expenses related to litigation. In the event of litigation between City and Contractor each party shall be solely and exclusively responsible for the payment of litigation costs, expenses and attorney's fees excepting those costs which may be awarded by a court of competent jurisdiction as specified by Tennessee law or applicable rules of civil procedure.
- 9. Non-appropriation.** The Agreement is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, or transfer of funds between programs or agencies, Customer may terminate the Agreement upon written notice to Aurelian.
- 10. No Taxes.** As a tax-exempt entity, City shall not be responsible for sales or use taxes incurred for products or services. City shall supply Contractor with its Sales and Use Tax Exemption Certificate upon Contractor's request.
- 11. Binding Effect.** This agreement is the entire agreement between City, (including City's employees and other end users) and Vendor. No employee of City or any other person, without authorization of the City Council can bind City to any contract or agreement and anything

contrary contained in the Agreement, the Terms of Service or other agreements or understandings, whether electronic, click-through, or shrink-wrap, and whether verbal or written, with City's employees or other end users, to the contrary are null, void and without effect as it applies to City.

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

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

City of La Vergne
ATTN: City Administrator
5093 Murfreesboro Road
La Vergne, TN 37086

14. Amendment. This Addendum and the Agreements shall not be modified or altered other than by written agreement executed by both parties.

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

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

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

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

Needl, Inc.

City of La Vergne, Tennessee

Signed by:
John Anderson
50197B3F0CE7447...

Signature

Mayor Jason Cole

5/13/2026

Date

Date

John Anderson

Printed Name

Approved as to form:

Head of Sales

Title

E. Evan Cope, City Attorney

Account name: 10652579

CITY OF LA VERGNE
 5089 MURFREESBORO RD
 LA VERGNE TN 37086-2706

SHIP-TO

CITY OF LA VERGNE
 5089 MURFREESBORO RD
 LA VERGNE TN 37086-2706

We deliver according to the following terms:

Payment Terms : Net 30 days
 Ship Via : Electronic Delivery
 Terms of Delivery : FOB DESTINATION
 Currency : USD

Quotation	
Quotation Number	: 0229377198
Document Date	: 17-APR-2026
PO Number	:
PO Release	:
Sales Rep	: Brenda Burton
Email	: BRENDA.BURTON@INSIGHT.COM
Phone	: +15097422350

This is an 3 Year commitment. Pricing reflects the full-term and quantity commitment outlined in this quote. To proceed, customers must either (1) reference the payment schedule on their Purchase Order, or (2) confirm via email that they acknowledge the multi-year payment schedule. All Purchase Orders must reference Insight Quote #229377198. Insight will not be able to process the PO without the quote being referenced. If orders are placed annually, they should be submitted at least 15 days before the renewal date. Once accepted, orders are not cancellable, and the full multi-year commitment will apply. These terms will govern the items quoted, notwithstanding any conflicting terms in other agreements between Customer and Insight.

**Year 1 - \$34,364.60 To be billed at time of purchase
 Year 2 - \$34,364.60 To be billed at anniversary
 Year 3 - \$34,364.60 To be billed at anniversary**

Material	Material Description	Quantity	Unit Price	Extended Price
NEDL-AVA	Needl Aurelian AVA - Subscription license - 1 license - Non Emergency Call Automation Coverage Dates: 01-JUL-2026 - 01-JUL-2027 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 217963.99 Discount: 84.234% Year 1: Billable upon issuance of PO	1	34,364.60	34,364.60
NEDL-AVA	Needl Aurelian AVA - Subscription license - 1 license - Non Emergency Call Automation Coverage Dates: 01-JUL-2027 - 01-JUL-2028 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 217963.99 Discount: 84.234% Year 2: To be billed at anniversary	1	34,364.60	34,364.60
NEDL-AVA	Needl Aurelian AVA - Subscription license - 1 license - Non Emergency Call Automation Coverage Dates: 01-JUL-2028 - 01-JUL-2029 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 217963.99 Discount: 84.234% Year 3: To be billed at anniversary	1	34,364.60	34,364.60

Product Subtotal	103,093.80
TAX	0.00
Total	103,093.80

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Brenda Burton
+15097422350
BRENDA.BURTON@INSIGHT.COM

To purchase under this contract, your agency must be registered with OMNIA Partners Public Sector.

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you are purchasing under an Insight Public Sector, Inc. contract vehicle, in which case, that agreement will govern.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.

Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

<https://www.insight.com/terms-and-policies>



ITEM REPORT

Board of Mayor and Aldermen

Date: May 28, 2026

Item #: 8.D.	Approve Memorandum of Understanding between the Tennessee Bureau of Investigation, the Tennessee Highway Safety Office, and the La Vergne Police Department for two SoToxa Mobile Oral Fluid Testing Machines.		
Department:	Police	Presented By:	Christopher Moews
Item Attachments:	1. LaVergne Police Department - Oral Fluid MOU		

Purpose:

Approve the Memorandum of Understanding with the T.B.I and T.H.S.O. for the purchase of two SoToxa mobile testing systems.

Background:

The two SoToxa machines will assist officers during traffic stops with initial drug screening tests.

Financial Summary:

There will be no cost to the City upfront, the T.B.I and T.H.S.O. will provide all funds needed for purchase of the equipment and initial testing materials. The City will be responsible for maintenance of the machines as well as any additional testing materials.

Staff Recommendation:

Staff recommends approval.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
TENNESSEE BUREAU OF INVESTIGATION AND THE
TENNESSEE DEPARTMENT OF SAFETY AND HOMELAND SECURITY'S
TENNESSEE HIGHWAY SAFETY OFFICE AND THE
LAVERGNE POLICE DEPARTMENT**

This Memorandum of Understanding ("MOU") is between the Tennessee Bureau of Investigation ("TBI") located at 901 R.S. Gass Blvd., Nashville, Tennessee 37216 and the Tennessee Department of Safety and Homeland Security's Tennessee Highway Safety Office (the "THSO") located at 312 Rosa Parks Tennessee Tower Nashville, TN 37243 and the LaVergne Police Department located at 5093 Murfreesboro Rd. LaVergne, Tennessee 37086 hereinafter, collectively referred to as the "Parties".

WHEREAS, the THSO has supplied funding via a grant to the TBI for the purchase of SoToxa mobile testing systems equipment and consumables;

WHEREAS, this MOU establishes the responsibilities and duties of all the Parties.

THEREFORE, the Parties mutually agree to the following provisions:

I. GENERAL PROVISIONS

- a. This MOU is an internal agreement between the Parties and does not confer any rights, privileges, or benefits to any other party or to the public.
- b. This MOU reflects the complete agreement between the Parties regarding this subject matter and supersedes any previous agreement related to the same subject matter.
- c. Nothing in the MOU is intended to conflict with current laws or regulations. If a term of this MOU is inconsistent with such authority, that term shall be invalidated, and the remaining terms and conditions of this MOU shall remain in full force and effect.
- d. This MOU may only be amended by the written agreement of all Parties.

II. RESPONSIBILITIES OF PARTIES

- a. The THSO will provide funds via the THSO Grant # Z25THS300 to the TBI for the purchase of SoToxa mobile testing system ("equipment") and the initial consumables for equipment.
- b. The TBI shall purchase the equipment and initial consumables for equipment.

- c. After receipt of equipment, TBI will tag equipment in compliance with State requirements and thereafter deliver the equipment and consumables to THSO. TBI will provide all state tag numbers and the units' associated serial numbers to THSO. Should the THSO redistribute the equipment to another law enforcement agency, it shall notify the TBI of the change for record-keeping purposes.
- d. THSO shall deliver to the selected law enforcement agency the equipment and initial consumables. THSO will provide TBI for its records the following: the selected law enforcement agency's name, agency contact information, and the state tag number of the equipment delivered.
- e. THSO will notify the District Attorney General in each district where the equipment may be used. The approval of the use of the equipment in judicial districts must be agreed upon by both THSO and the District Attorney General.
- f. The Law Enforcement Agency shall be required to sign a copy of this MOU, agreeing to its terms, prior to receiving receipt of equipment and consumables.
- g. THSO shall provide training on the equipment prior to the Law Enforcement Agency using equipment.
- h. The Law Enforcement Agency acknowledges that it shall be financially responsible for consumables after the initial supply of consumables is depleted.
- i. The Law Enforcement Agency pledges that it will use due care with equipment and shall not misuse equipment or consumables in any way while the equipment is within the care and custody of the Law Enforcement Agency.
- j. The Law Enforcement Agency agrees to adhere to the policy for use of the equipment and consumables.
- k. The Law Enforcement Agency warrants that it will notify the equipment manufacturer of any issues related to equipment. The Law Enforcement Agency will not tamper with, attempt to repair, modify the equipment, or use the equipment in any way that is not an acceptable use of the equipment per the manufacturer.
- l. All Parties acknowledge that TBI shall not provide technical assistance or support for the equipment and that TBI's sole role in this process is for the purchase and state tagging of the equipment.

- m. All parties agree that any court testimony needed regarding the operation of the equipment or interpretation of results that is unable to be answered by the Law Enforcement Agency representative shall be directed to the manufacturer of the equipment.
- n. Any costs for maintenance and support, repair, replacement, or any other costs associated with the equipment, will be borne by the THSO or the Law Enforcement Agency.

III. TERM

- a. This MOU becomes effective when executed by the TBI, THSO and Law Enforcement Agency as evidenced by the latest date of signature below and remains in effect for a period of three (3) years unless modified or terminated.
- b. Any of the Parties may terminate this MOU for any reason by giving ten (10) days written notice to all Parties. However, should this MOU be terminated, the Law Enforcement Agency shall return any equipment provided under this MOU to the THSO. Should THSO redistribute the equipment to another Law Enforcement Agency, it should notify TBI of any changes in the location and custody of the equipment.

IV. POINTS OF CONTACT

TBI:

Supervisor Melinda Quinn
Toxicology
901 R.S. Gass Blvd. Nashville, TN
37216

THSO:

Clyde "Buddy" Lewis, Director
Tennessee Tower 25th Floor 312
Rosa Parks
Nashville, TN 37243

LaVergne Police Department:

Chief Christopher Moews
5093 Murfreesboro Rd.
LaVergne, Tennessee 37086

Tennessee Bureau of Investigation:

Signature

Date

Director David B. Rausch

Printed Name and Title of Authorized Representative

Tennessee Office of Highway Safety:

By:

Signature

Date

Director Clyde "Buddy" Lewis

Printed Name and Title of Authorized Representative

LaVergne Police Department:

By:

Signature

Date

Printed Name and Title of Authorized Representative



ITEM REPORT

Board of Mayor and Aldermen

Date: May 28, 2026

Item #: 8.E.	Approve TDOT Contract #9646 with the Tennessee Department of Transportation (TDOT) for Construction of Sewer Improvements Associated with the TDOT Bain Drive Improvements (State Industrial Access Serving Project Bear).		
Department:	Engineering	Presented By:	Gary Lide
Item Attachments:	1. TDOT Contract #9646 - Bain Drive Sewer Improvements		

Purpose:

This is a contract for TDOT to include the sewer improvements associated with the TDOT Bain Drive Improvements Project (State Industrial Access Serving Project Bear, PIN Number 128748.00).

Background:

The utility work associated with the Bain Drive Improvements Project is the responsibility of the city. As the design phase came to a completion, city staff determined that having the utility work done under the TDOT contract rather than as a separate city contract would be the least expensive, most efficient, and lowest risk alternative for getting the work done. TDOT Contract Number 9646 is for the sewer portion of the work.

Financial Summary:

This contract is based on an engineer’s estimate. The work will be performed on a unit price/base bid basis. Therefore, the actual cost may be higher or lower than the estimated amount. The estimate is as follows:

Engineering: \$39,427.77
 Inspection: \$7,787.50
 Deposit*: \$910,000.00
 TOTAL: \$957,215.27

* Deposit for the utility work in the State contract

Staff Recommendation:

Staff recommends approval.



75953-2569-04

Contract No. 9646

UTILITY RELOCATION CONTRACT

THIS CONTRACT made and entered into by and between the **State of Tennessee** acting through its Department of Transportation, hereinafter called "TDOT", and **City of LaVergne (Sewer)**, hereinafter called the "Utility".

WITNESSETH:

WHEREAS, TDOT plans to construct PIN Number **128748.00**, **State Industrial Access Serving Project Bear** located in **Rutherford County**, Tennessee (hereinafter called the "Project"), and for said Project to be constructed it will be necessary for the Utility to relocate certain of its facilities, **100** percent of which are located on public highway right-of-way and **0** percent of which are located on private utility right-of-way; and

WHEREAS, the Utility has furnished TDOT with an estimate, plans, and specifications showing the cost and manner of relocating these facilities, which estimate is in the amount of **\$957,215.27**, including the amount of **\$39,427.77** for the cost of engineering, which may be inclusive of preliminary engineering authorized on **November 24, 2021**; including the amount of **\$7,787.50** for the cost of inspection provided by the Utility; including the amount of **\$0** for the cost of betterment to the Utility's facilities (hereinafter called the "Betterment Cost"), and including the amount of **\$910,000.00** for deposit for the utility work in the State contract, and of which **0** percent represents the pro-rata share to which the Utility is entitled to reimbursement for relocation of utility facilities located on private utility right-of-way, and **100** percent represents the pro-rata share for relocation of utility facilities located on public highway right-of-way, reimbursement being for the cost of construction, engineering, and inspection on private utility right-of-way, but excluding inspection on public highway right-of-way, betterment, and the cost over the maximum TDOT reimbursement amount; and

WHEREAS, TDOT is liable for the relocation of utility facilities located on private utility right-of-way but is not liable for adjustment of the facilities located on publicly owned right-of-way or for any utility betterment costs; and

WHEREAS, the parties want to enter into a contract to provide for the relocation of the Utility's facilities in conjunction with this highway construction project, and the Utility has requested TDOT to undertake the hereinafter described utility relocation work in its highway construction contract; and

WHEREAS, it is in the mutual interest of the parties that this utility relocation work be performed together with the proposed highway construction;

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

1. (a) TDOT will show the proposed relocation of the Utility's facilities on TDOT's highway construction plans as project cost items and will receive bids for same by its highway contractor as a part of the contract for construction of the above mentioned Project. TDOT will be responsible for having its contractor perform the aforesaid utility relocation work in accordance with TDOT's construction contract, including the project plans, standard specifications, special provisions, and the utility relocation plans and specifications heretofore agreed upon by and between the parties hereto, all of which are incorporated herein by reference.

(b) The Utility agrees to reimburse TDOT for the Utility's Cost. Reimbursement shall be based on the agreed percentage of the actual cost of the Utility's Cost items as shown on the project plans incorporated herein by reference. It is further agreed that the Utility will make payment to TDOT in the amount of the estimated cost of the Utility's Cost items prior to advertisement for bids. The Utility may provide these funds by one of the following means:

A. A check made payable to the order of and sent to TDOT; or

B. Documentation of a deposit made only by wire or by immediate credit transfer with the Treasurer of the State.

In the event said deposit exceeds the aggregate amount of the Utility's Cost charges, the difference will be refunded to the Utility. In the event said Utility's Cost charges exceed the deposit, the Utility agrees to reimburse TDOT for such additional amount.

(c) The Utility agrees that TDOT may advertise for and receive bids for the construction of the Project, including the proposed relocation of the Utility's facilities, and award and enter into contract with the lowest responsible bidder.

(d) The Utility agrees that any memoranda or other information concerning the estimated cost of the proposed relocation of the Utility's facilities will not directly or indirectly be released or disclosed to potential bidders except to the extent that the utility may otherwise be required to do so by law.

(e) Neither the Utility nor any affiliate or subsidiary thereof shall participate directly or indirectly as a bidder for any part of the Utility's relocation work to be performed under a contract to be awarded by TDOT. The Utility further agrees that no employee, officer, or agent of the Utility shall participate in the selection or in the award or administration of a contract for the performance of any part of the Utility's relocation work if a real or apparent conflict of interest would be involved. Such a conflict of interest would arise when the employee, officer, or agent, or any member of his or her immediate family, or his or her partner, or an organization which employs or is about to employ any of the above, has a substantial financial interest, such as five-percent (5%) or greater ownership interest, or other interest in the firm selected for a subcontract to perform the Utility's relocation work for this Project. Neither the Utility nor any affiliate, subsidiary, employee, officer, or agent of the Utility shall solicit or accept gratuities, favors, or anything of monetary value, except an unsolicited gift having nominal monetary value, from contractors or bidders.

- (f) It is also understood and agreed that TDOT, in its sole discretion, may reject any and all bids submitted for the construction of said Project without any liability whatsoever to the Utility.
2. It is further agreed that in letting the contract with respect to the proposed relocation of the Utility's facilities, TDOT is acting solely in accommodation of the Utility and shall have no liability to the Utility for any damages or claims arising out of acts or omissions on the part of TDOT's contractor. The Utility agrees that it will not hold TDOT responsible for any claims arising out of the inclusion of the Utility's items of work in TDOT's highway construction contract. Under this contract, "TDOT" shall include any and all officers and employees of the State of Tennessee acting within the scope of their employment with the State of Tennessee.
 3. (a) The Utility has acquired or shall acquire all utility rights-of-way outside of the proposed public highway right-of-way as may be needed to relocate its utility facilities, including any betterment, and the Utility shall provide TDOT and its contractor with the rights to use these utility rights-of-way for construction purposes. The Utility further agrees that it has acquired or will acquire these rights-of-way at no cost to TDOT except insofar as TDOT may be liable to reimburse the Utility for the replacement of previously owned private utility rights-of-way as may be provided in a separate contract between the parties.

(b) The Utility agrees to transfer to TDOT that portion of the previously owned private utility rights-of-way being vacated by the Utility and within the Project proposed right-of-way as needed for highway purposes.
 4. The Utility agrees that:
 - (a) The Utility will perform the utility engineering work provided for in this Contract by its own forces and/or consultant engineering services approved by TDOT.
 - (b) It will develop the utility engineering costs in accordance with the current provisions of 23 CFR §645.117.
 5. The Utility shall have the right and responsibility to inspect and approve, prior to TDOT's release of its highway contractor's bond, all items of utility relocation work, including betterment, to be performed under the proposed highway construction contract to ensure that the relocation is completed in accordance with this Contract and all applicable specifications and safety codes. The Utility shall provide progressive inspection reports to TDOT in accordance with the current TDOT Construction Circular Letter section 105.07 "Utilities Diaries and Inspection Procedures" incorporated herein by reference. TDOT agrees that it will reimburse the Utility the pro-rata share for the inspection of utility facilities on private utility right-of-way when the utility relocation is completed in accordance with the approved relocation plans, incorporated herein by reference. The inspection of utility facilities on public highway right-of-way shall be performed at no cost to TDOT.
 6. The Utility agrees to comply with all current, applicable provisions of 23 CFR Subpart 645A, which are incorporated herein by reference; provided, however, that provisions for review, approval, authorization and participation by the Federal Highway Administration set forth in 23 CFR Subpart 645A shall not apply to the

extent that the Project is not a federal-aid project. The Utility acknowledges possession of 23 CFR Subpart 645A.

7. The Utility agrees to comply with all current, applicable provisions of the Guidelines for Governmentwide Debarment and Suspension of 2 CFR §180.355 through §180.365 which are incorporated herein by reference. The Utility acknowledges possession of 2 CFR Part 180 and the requirements of the attached FHWA Form 1273, Section X – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.
8. The Utility agrees to comply with all current, applicable provisions of the Buy America requirements established under 23 USC § 313 and 23 CFR § 635.410. In accordance with guidance provided by the Federal Highway Administration, the Utility agrees that all products used in the Utility's relocation work that are manufactured of steel or iron shall be manufactured in the United States. For the purposes of applying this Buy America requirement and determining whether a product is a steel or iron manufactured product, the job site includes any sites where precast concrete products that are incorporated into the Utility's relocation work are manufactured.
9. Subject to the provisions of this paragraph and as otherwise provided in this Contract, TDOT agrees to reimburse the Utility for the Utility's reimbursable costs associated with the relocation of the Utility's facilities, as follows:
 - (a) The Utility shall perform any work in accordance with the estimate of cost and plans as approved by TDOT and incorporated herein by reference. The estimate of cost and schedule of work are attached hereto as Exhibit "A".
 - (b) The Utility may perform preliminary engineering to generate the schedule of calendar days, color coded relocation plans and estimate of cost as needed for TDOT to generate the this agreement. Costs incurred for preliminary engineering prior to the execution date of this agreement are eligible for reimbursement as long as they were incurred after the preliminary authorization date. Any costs for consultant engineering shall also be eligible for reimbursement as long as they are incurred after consultant authorization.
 - (c) Any change in the approved estimate of cost or plans shall require the prior written approval of TDOT. TDOT agrees to review and, if acceptable, approve such requests for change in a timely manner, and TDOT agrees to cooperate with the Utility to resolve, if possible, any objections TDOT may have to such requested changes.
 - (d) TDOT shall reimburse the Utility for such direct and indirect costs as are allowable under the current provisions of 23 CFR Subpart 645A. Any claim for costs that would be ineligible for Federal reimbursement under 23 CFR Subpart 645A on a federal-aid project shall be ineligible for reimbursement by TDOT on this Project, whether it is or is not a federal-aid project.

- (e) The Utility shall develop and record all costs in a manner consistent with the current provisions of 23 CFR §645.117 as of the effective date of this Contract and as approved by TDOT.
- (f) The Utility shall submit all requests for payment by invoice, in form and substance acceptable to TDOT, with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged by line-item to date, the total amount charged for the period invoiced, and the total amount charged under the Contract to date.
- (g) The Utility may submit invoices for interim payments during the progress of the work; provided, however, that such interim payments may be approved only up to a maximum of eighty percent (80%) of the approved estimate of cost attached hereto as Exhibit “A” to this Contract, and any remaining reimbursable costs must be submitted on the final bill. Such invoices for interim payments shall be submitted no more often than monthly.
- (h) TDOT shall, unless it has good faith and reasonable objections to the Utility’s invoice for interim payment, use its best efforts to issue payment based on the Utility’s invoice within forty-five (45) days after receipt. If, however, TDOT has good faith and reasonable objections to the Utility’s invoice(s) or any part thereof, TDOT shall specifically identify those objections in writing to the Utility so as to allow the parties to address them in a prompt manner. If the invoice is otherwise acceptable, TDOT shall only withhold payment(s) as to those cost items it has specified in its written notice of objections to the Utility. All other reimbursable cost items set out in the Utility’s invoice shall be paid by TDOT.
- (i) Subject to the Utility’s right to bill on an interim basis as described above, the Utility shall by invoice provide one final and complete billing of all costs incurred within one year following the completion of the Utility relocation work in its entirety. Otherwise, any previous payments to the Utility may be considered final, and the Utility may be deemed to have waived any claim for additional payments, except as TDOT and Utility may have agreed otherwise in writing before the end of that year.
- (j) The Utility’s invoice(s) shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by TDOT, on the basis of audits or monitoring conducted in accordance with the terms of this Contract, not to constitute allowable costs. The payment of an invoice shall not prejudice TDOT’s right to object to or question any invoice or matter in relation thereto. Such payment by TDOT shall neither be construed as acceptance of the work nor as final approval of any of the costs invoiced therein.
- (k) The Utility’s invoice(s) shall include a Buy America certification attesting that all products used in the Utility’s relocation work that are manufactured of steel or iron comply with the Buy America requirements set forth in 23 USC § 313 and 23 CFR § 635.410 and as further described in paragraph 8 of this Contract.

- 10.** The Utility agrees that its cost records will be subject to inspection at any reasonable time by representatives of TDOT before or after final payment for reimbursable work. In the event any costs are determined not to be allowable under provisions of this Contract, the Utility agrees to repay TDOT such amount of ineligible costs included within payments made by TDOT.
- 11.** The Utility shall keep and maintain accurate records by which all invoices can be verified. The books, records, and documents of the Utility, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years after final payment has been received by the Utility and shall be subject to audit at any reasonable time and upon reasonable notice by TDOT, the Comptroller of the Treasury, or their duly appointed representatives during this three year period. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- 12.** In the event that funds are not appropriated or are otherwise unavailable, TDOT reserves the right to terminate this Contract upon written notice to the Utility. Said termination shall not be deemed a breach of Contract by TDOT. Upon receipt of the written notice, the Utility shall cease all work associated with the Contract, except as may be reasonably necessary to return the Utility's facilities to safe operation. Should such an event occur, the Utility shall be entitled to compensation for all costs of relocation reimbursable under 23 CFR Subpart 645A (in accordance with paragraph 9 of this Contract) for work completed as of the termination date or in accordance with this provision. Upon such termination, the Utility shall have no right to recover from TDOT any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- 13.** The Utility agrees, to the extent provided by law, that it will be solely responsible for any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Utility, its employees, its contractors, or any person acting for or on its or their behalf in the performance of the Utility's relocation work relating to this Contract. The Utility further agrees that it will not hold TDOT responsible for any such claims. Under this Contract, "TDOT" shall include any and all officers and employees of the State of Tennessee acting within the scope of their employment.

In the event that TDOT is sued for damages arising from acts, omissions, or negligence by the Utility or its employees, the Utility shall cooperate in TDOT's defense. TDOT shall give the Utility written notice of any such claim or suit, and the Utility shall have full right and obligation to conduct the Utility's own defense thereof. Nothing contained herein shall be deemed to accord to the Utility, through its attorney(s), the right to represent TDOT in any legal matter, such rights being governed by Tennessee Code Annotated, Section 8-6-106.

- 14.** TDOT shall have no liability except as specifically provided in this Contract.
- 15.** This Contract may be modified only by a written amendment executed by the parties hereto.

- 16.** Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term, covenant, condition or provision of this Contract shall be held to be waived, modified, or deleted except by written amendment signed by the parties hereto.
- 17.** The Utility hereby agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Utility on the grounds of disability, age, race, color, religion, sex, national origin, or any classification protected by the Constitution or statutes of the United States or the State of Tennessee. The Utility shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- 18.** The Utility shall comply with all applicable federal and state laws and regulations in the performance of its duties under this Contract. The Utility agrees that failure of the Utility to comply with this provision may subject the Utility to the repayment of all State funds expended, under this Contract.
- 19.** This Contract shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns. Time is of the essence of this Contract.
- 20.** The parties hereto, in the performance of this contract, shall not act as employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this contract shall be construed to create an employer/employee 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.
- 21.** This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Utility acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.
- 22.** If any terms, covenants, conditions or provisions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms, covenants, conditions and provisions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- 23.** TDOT and the Utility agree that any notice provided for in this Contract or concerning this Contract shall be in writing and shall be made by personal delivery, by certified mail (return receipt requested), by nationally recognized overnight delivery service (such as FedEx or UPS), or by facsimile transmission (provided that notice shall also be given in one of the other methods prescribed herein) addressed

to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

To TDOT:

Tennessee Department of Transportation
Attention: State Utility Coordinator
Tennessee Tower Building, 11th Floor
312 Rosa L. Parks Avenue
Nashville, Tennessee 37243

With a copy if requested by TDOT to:

Leslie South, General Counsel
Tennessee Tower Building, 24th Floor
312 Rosa L. Parks Avenue
Nashville, Tennessee 37243
Facsimile Number: (615) 532-5988

To the Utility:

City of La Vergne Public Works Department
Attention: Public Works Director, Michael Dietz
1500 E Nir Shreibman Boulevard
La Vergne, Tennessee 37086

With a copy if requested by Utility to:

City of La Vergne
Attention: Assistant City Administrator, Kyle Brown
1500 E Nir Shreibman Boulevard
La Vergne, Tennessee 37086

IN WITNESS WHEREOF, the parties have executed this contract.

UTILITY

City of LaVergne (Sewer)

STATE OF TENNESSEE
DEPARTMENT OF
TRANSPORTATION

BY: _____

TITLE: Mayor

DATE: _____

BY: _____

Will Reid, PE
Commissioner

DATE: _____

APPROVED AS TO FORM AND
LEGALITY:

BY: _____

Leslie South
General Counsel

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

X. Compliance with Governmentwide Suspension and Debarment Requirements

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause or default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered

transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract 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;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all

solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

CIRCULAR LETTER

Section: 105.07 Cooperation with Utilities

Number: 105.07-04

Subject: Utility Diaries and Inspection Procedures

Date: December 15, 2007

On all projects requiring utility relocations, Form DT-0667 "Project Utility Diary" is to be used to document said relocations whether the work is reimbursable or not. When a utility is relocating at its own expense or under a lump sum reimbursement contract, the "Description of Work Performed" section will be the only notation required. The notation shall indicate if the relocation is a non reimbursable or lump sum reimbursable contract. Form DT-0667 fulfills the requirements for documentation detailed in Section 109.05 of the Department of Transportation Construction Manual and Section 18-7 of the Standard Utility Procedures Manual.

- 1 Form DT-0667 is to be completed in the field by the utility inspector.
- 2 The original or white sheet is to be transmitted to the TDOT Project Supervisor's office and bound.
- 3 The first copy or yellow sheet is to be transmitted to the utility company on reimbursable relocations.
- 4 The second copy or pink sheet is to be retained in the utility diary.

If the utility relocation is included in the state contract, the utility will be responsible for inspecting all phases of the relocation, per TCA 54-5-804, 2003 Public Chapter 86. The TDOT inspector shall document the utility work activities performed in the daily project diaries. The inspector provided by the utility company will:

- 1 Complete Form DT-0667 as described above and submit it each estimate period, as directed by the TDOT Project Supervisor. Along with the item descriptions, the inspector will include the quantities and stations of installed items.
- 2 Complete "Installed Item Certification" portion of Form DT-1716 and submit it each estimate period, as directed by the TDOT Project Supervisor. This form will be signed to certify that the items installed during that estimate period met all applicable specifications.
- 3 Complete and attach Form DT-1716A to DT-1716 and submit it each estimate period, as directed by the TDOT Project Supervisor. This form will be used to summarize, by project number, the utility items installed during that estimate period. The TDOT inspector shall sign Form DT-1716A after ensuring it is consistent with the utility diaries and daily project diaries. The completed Form DT-1716A shall be referenced in the progress pay quantity documentation.
- 4 Complete "Final Acceptance of Work" portion of Form DT-1716 and submit it to the TDOT Project Supervisor's office when the utility relocation work is complete.

UTILITY ITEM CERTIFICATION/FINAL ACCEPTANCE

Contract Number: _____ **Utility Company:** _____

Project Number(s): _____ **Utility Inspector:** _____
Print

County(ies): _____

Instructions: Please check appropriate box (or boxes) and fill out required information. For **Installed Item Certification**, attach **Summary of Installed Utility Items** sheet(s) for each project number and submit each estimate period as directed by the TDOT Project Supervisor.

Installed Item Certification

On behalf of the above utility company, I certify that the materials used for the item(s) listed on the following page(s) meet and were installed in accordance with all applicable specifications. Any pertinent shop drawings or engineering changes have been approved.

Estimate Period: _____ to _____

Utility Inspector Signature

Date

Final Acceptance of Work

I certify that the utility relocation work is complete and is accepted by the above utility company.

Utility Inspector Signature

Date

Rutherford 128748.00 - Approved COL Sewer A Date



Project No: 75953-2569-04

County: Rutherford

Date: February 20, 2026

****Submittal and completion of this form is required for consideration of reimbursement on this project.****

Primary Contact:	Gary Lide, P.E.	
E-mail:	glide@LaVergneTN.gov	Phone: (615) 287-8703
Secondary Contact:		
E-mail:		
Utility Name:	City of La Vergne	
Address:	1500 E Nir Shrieberman Blvd	
City, State:	La Vergne, Tennessee	Zip: 37086
Percent On Private:	0%	Private ROW - #Poles / Length of facility: 0
Percent On Public:	100%	Public ROW - #Poles / Length of facility: 1580
Total Percentage:	100%	Total #Poles / Length of facility: 1580 ✓

TDOT USE ONLY

RG Approval and Date: <i>Sean McDonough</i> 04/01/2026	
Consult Appr. Date: / /	
Amount Approved: \$ -	
HQ Approval and Date: 4.2.26 <i>Wanda Carmer</i>	
CH86 <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	PIN#: 128748.00
LET: 8/14/2026	Contract #: 9646
Easement Contract #	

Is Utility Chapter 86 Certified (Obtained from Certification Sheet)? Y N

(If project does not qualify for Chapter 86 Reimbursement, then "Percent on Private" will be used to calculate total amount due to Utility)

NO COST / NO REIMBURSEMENT (STOP HERE, REMAINDER OF FORM IS NOT REQUIRED)

CHAPTER 86

NON-CHAPTER 86

REIMBURSEMENT MOVE PRIOR

REQUESTED MOVE IN State Contract

(Please check ONE) Move Again

% Private / Public Relocation

% Private / Public MOVE IN State Contract ✓

Utility Replacement Easement Reimbursement

ENGINEERING			
Description		Amount	
Pre-Construction		\$ 23,818.81	
Construction		\$ 9,336.16	
Construction Inspection	Private	\$ -	
Construction Inspection	Public	\$ 7,787.50	
Reimbursable Expenses		\$ 6,272.80	
ENGINEERING COST:		\$ 47,215.27	✓

CONSTRUCTION (LABOR & MATERIAL)			
Description		Amount	
Installation Labor		\$ 736,040.00	
Installation Materials		\$ 173,960.00	
Removal Labor		\$ -	
Site Costs		\$ -	
Material Provided to State		\$ -	
Salvage Materials		\$ -	
Non-Usable Materials		\$ -	
ESTIMATED CONSTRUCTION COST:		\$ 910,000.00	✓

BETTERMENT			
Description		Amount	
Installation Labor		\$ -	
Installation Materials		\$ -	
ESTIMATED UTILITY BETTERMENT COST:		\$ -	
ESTIMATED REPLACEMENT EASEMENT COST:		\$ -	
If cost is listed above, separate Easement Contract is needed			
ESTIMATED TOTAL CONSTRUCTION COST:		\$ 957,215.27	✓

UTILITY REIMBURSEMENT	
CHAPTER 86 MOVE-IN CONTRACT:	\$ -
CHAPTER 86 MOVE PRIOR:	\$ -
NON-CHAPTER 86 MOVE-IN CONTRACT:	\$ -
NON-CHAPTER 86 % PUBLIC/PRIVATE:	\$ -

Does Estimate Exceed \$2.5M Cap? - N
Does Estimate Require 75% Cap? - Y

UTILITY DEPOSIT (IF APPLICABLE)	
RELOCATION EXCEEDS \$2.5M CAP:	\$0.00
AMOUNT OVER 75% REIMBURSEMENT:	\$0.00
ESTIMATED UTILITY BETTERMENT COST:	\$0.00
NON-CHAPTER 86 MOVE-IN CONST COST:	\$910,000.00
TOTAL UTILITY DEPOSIT:	\$910,000.00

The Utility will reference the page number where designated on the form when other Detail Cost Estimate sheets are attached.



ESTIMATE OF ENGINEERING COST

TDOT Project Number(s): 75953-2569-04
 Utility Name & Address:
 City of La Vergne
 1500 E Nir Shriebman Blvd
 La Vergne, Tennessee 37086

County(ies): Rutherford
 Consultant Name & Address:
 Consolidated Technologies Inc dba CTI Engineers Inc.
 3354 Perimeter Hill Dr., Suite 140
 Nashville, Tennessee 37211

CONSULTANT ENGINEERING ESTIMATE

Place an "X" in the appropriate box: Standard Contract Continuing Contract (attach copy of Contract for TDOT verification)

I. ENGINEERING SERVICES	Classification	Rate/Hr	PRE-CONSTRUCTION		CONSTRUCTION		CONSTRUCTION INSPECTION	
			Hours	Total	Hours	Total	Hours	Total
Principal		\$ 98.00	0	\$ -		\$ -		\$ -
Senior Project Manager/Engineer		\$ 81.00	0	\$ -		\$ -		\$ -
Design Engineer		\$ 49.00	103	\$ 5,047.00	42	\$ 2,058.00		\$ -
Engineer Intern		\$ 31.50	103	\$ 3,244.50	33	\$ 1,039.50		\$ -
Technician / Draftsperson		\$ 40.00		\$ -		\$ -		\$ -
Administrative		\$ 36.00	8	\$ 288.00	0	\$ -		\$ -
Field Inspector/RPR		\$ 38.00		\$ -		\$ -		\$ -
Licensed Surveyor		\$ 80.00		\$ -		\$ -		\$ -
Rod Person		\$ 32.00		\$ -		\$ -		\$ -
Total Engineering Services			214	\$ 8,579.50	75	\$ 3,097.50	0	\$ -

II. REIMBURSABLE EXPENSES		Cost/Unit	Quantity	Total	Quantity	Total	Quantity	Total
Transportation / Mile:		\$ 0.700	X 66	= \$ 46.20	138	\$ 96.60		\$ -
Meals / Day:			X	= \$ -		\$ -		\$ -
Lodging / Day:			X	= \$ -		\$ -		\$ -
Printing / Shipping:								
Other (Specify):	Survey			\$ 6,000.00				
Total Reimbursable Expenses				\$ 6,046.20	\$ 96.60	\$ -		

III. INDIRECT / OVERHEAD EXPENSES		Rate	Total	Rate	Total	Rate	Total
Indirect/Overhead Rate (not to exceed 145%):	145.00%	\$ 12,440.28	\$ 4,491.38	145.00%	\$ -	145.00%	\$ -
IV. PROFIT: (2.35x(1,2,3)x ALLOWABLE RATE)		13.00%	\$ 2,621.04	13.00%	\$ 946.29	13.00%	\$ -

(Expenses for Sections III and IV only apply to Consultant Engineering Services without a Continuing Contract agreement with the Utility)

TOTAL ENGINEERING / SURVEY COST:	INSPECTION (Standard)	INSPECTION (Continuing)
Standard Consultant: (I+II+III+IV) =	Private: \$ -	Private: \$ -
Continuing Contract: (I+II) =	Public: \$ -	Public: \$ -

TOTAL COST (Engineering and Inspection)

Standard Consultant:	\$ 38,318.77
Continuing Contract:	\$ -

APPROVED AS NOTED

DATE 01/09/2026

BY *[Signature]*
REG. UTILITIES OFFICE

IN-HOUSE ENGINEERING ESTIMATE

Classification	Rate/Hr	PRE-CONSTRUCTION		CONSTRUCTION		CONSTRUCTION INSPECTION	
		Hours	Total	Hours	Total	Hours	Total
Project Manager			\$ -		\$ -		\$ -
Engineer			\$ -		\$ -		\$ -
Draftsperson			\$ -		\$ -		\$ -
Administrative			\$ -		\$ -		\$ -
Field Inspector	\$ 25.00	4	\$ 100.00	18	\$ 450.00	175	\$ 4,375.00
Licensed Surveyor			\$ -		\$ -		\$ -
Rod Person			\$ -		\$ -		\$ -
Total Engineering Services			4	\$ 100.00	18	\$ 450.00	\$ 4,375.00

II. REIMBURSABLE EXPENSES		Cost/Unit	Quantity	Total	Quantity	Total	Quantity	Total
Transportation / Mile:			X	= \$ -		\$ -		\$ -
Meals / Day:			X	= \$ -		\$ -		\$ -
Lodging / Day:			X	= \$ -		\$ -		\$ -
Printing / Shipping:								
Other (Specify):	TDEC Review Fee			\$ 130.00				
Total Reimbursable Expenses				\$ 130.00	\$ -	\$ -		

III. INDIRECT / OVERHEAD EXPENSES		Rate	Total	Rate	Total	Rate	Total
Indirect/Overhead Rate (not to exceed 145%):	78.00%	\$ 78.00	\$ 351.00	78.00%	\$ 3,412.50	78.00%	\$ -

TOTAL ENGINEERING COST:

\$ 1,109.00

TOTAL INSPECTION COST:

Private: ~~\$ 7,787.50~~
 Public: \$ 7,787.50 SM

Inspection reimbursement dependent on pub/pvt percentage.



Declaration of Scheduled Calendar Days

Project Number: 75953-2569-04 Date: _____

Description: Project Bear-Sewer

County: Rutherford

Utility Name: City of La Vergne

Address: 1500 E Nir Shriebman Blvd

City, State: La Vergne, Tennessee Zip Code: 37086

Phone Number: (615) 287-8703 Fax Number: _____

Type of Facilities: Water Sewer Gas Telephone Electric
 CATV Fiberoptic Other

Required Period services cannot be interrupted: _____


All estimated days should be expressed in "Calendar" days to complete installation, relocation or adjustment of the utility facilities on the above referenced project. The utility can as an option submit an "On or Before" date all work will be completed. In accordance with provisions set forth in TCA 54-5-854.

Task	Days to Complete	Special Conditions
Stock Pile Material (Including ordering material)	60	
Mobilize Work Force (including Bidding process if Required)	30	
Complete Relocation	200	
Total Days To Complete	290	

Special Conditions:



 Signature of submitting Utility Representative Date 10 FEB 2026



 Signature of submitting State Representative Date 04/01/2026

Subject to provisions of the TDOT Utility Office Maintenance of Traffic Procedures.



Buy America

Rev. 12-23-2013

The Tennessee Department of Transportation (TDOT) in compliance with Federal Highway Administration (FHWA) directive **Effective February 29, 2016**

All utility and railroad relocation construction must comply with 23 U.S.C. 313 and 23 CFR 635.410 **Buy America requirements**

All Utility / Railroad invoices submitted to TDOT for Payment **MUST ATTACH THIS CERTIFICATION.**

Utility / Railroad Name

Street Address

City

State

Zip

Certification: All products used in the relocation construction and identified in the attached invoice that are manufactured of steel or iron for permanent installation meet or exceed the requirements set forth in 23 USC 313 and 23 CFR 635.410 Buy America requirements.

Certification documentation is available for review that includes but is not limited to, if available, the Mill Test Report (MTR) for ALL steel products that have the certification statement (or similar) that the steel/iron was "melted and manufactured in the United States." All manufacturing processes and coatings applied thereon have occurred in the United States.

Per the Utility / Railroad Relocation Contract:

The Utility / Railroad agrees to comply with all current, applicable provisions of 23 CFR 645A / 23 CFR 140 and 23 CFR 646.

The Utility acknowledges possession of 23 CFR 645A / The Railroad acknowledges possession of 23 CFR 140 and 23 CFR 646.

The Utility / Railroad is subject to audit for a period of three (3) full years after final payment has been received.

The Utility / Railroad shall comply with all applicable federal and state laws and regulations in the performance of its duties under this Contract. The Utility / Railroad agrees that remedies for non-compliance are set out in the applicable regulations and the Contract.

I have reviewed the material provided herein and attached and hereby certify ALL material on the attached invoice is in compliance with Buy America requirements.

Signature of representative Authorized for financial obligations

Title

Date

S T A T E

O F

T E N N E S S E E

(Rev. 6-20-11)

January 1, 2021

SPECIAL PROVISION

REGARDING

BUY AMERICA REQUIREMENTS

All manufacturing processes for iron and steel products, and coatings applied thereon, used in this project shall occur in the United States except that if the proposal has bid items for furnishing domestic and foreign iron and steel, the bidder will have the option of (1) submitting a bid for furnishing domestic iron and steel, or (2) submitting a bid for furnishing domestic iron and steel and a bid for furnishing foreign iron and steel. If option (2) is chosen, the bid will be tabulated on the basis of (a) the total bid price using the bid price for furnishing domestic iron and steel and, (b) the total bid price using the bid price for furnishing foreign iron and steel.

For the total bid based on furnishing foreign iron and steel to be considered for award, the lowest total bid based on furnishing domestic iron and steel must exceed the lowest total bid based on furnishing foreign iron and steel by more than 25 percent. The 25 percent differential applies to the total bid for the entire project, not just the bid prices for the steel or iron products.

Iron and steel products are defined as products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed from iron and steel made in the United States. Iron products are included, however, pig iron and processed, pelletized, and reduced iron ore may be purchased outside the United States.

Manufacturing begins with initial melting and continues through the coating stage. Any process which modifies chemical content, physical size or shape, or the final finish is considered a manufacturing process. Coatings include epoxy, galvanizing, painting or any other surface protection that enhances the value and/or durability of a material.

The contractor shall provide a certification to the Engineer with each shipment of iron and steel products to the project site that the manufacturing processes for the iron and steel products occurred in the United States. No steel shall be placed until the contractor ensures the requirements of this Special Provision are met.

The above requirements do not prevent a minimal use of foreign materials, if the cost of such materials used does not exceed 0.1 percent of the total contract cost or \$2,500.00, whichever is greater. If steel not meeting the requirements of this Special Provision is used, the contractor shall provide a written statement to the Department prior to its use indicating where the steel will be incorporated in the work,

the value of the steel, the percentage of the contract amount, and the appropriate invoices shall be submitted as documentation.

The contractor shall be responsible for all cost associated with any steel that is permanently incorporated into the project that does not meet the requirements of this Special Provision without prior written approval from the Department, up to and including removal and replacement.

STATE

OF

TENNESSEE

December 12, 2022

January 1, 2021

SPECIAL PROVISION

REGARDING

**BUILD AMERICA, BUY AMERICA ACT
REQUIREMENTS**

The Build America, Buy America Act (BABA) Public Law No. 117-58 SEC. 70914 that all of the iron, steel, manufactured products, and construction materials used are subject to Build America, Buy America requirements and are produced in the United States.

- A. Iron and steel: FHWA existing requirements SP106A Regarding Buy America.
- B. Manufactured products: FHWA Buy America Final Rule 11/25/1983, 48 FR 53099; Waiver for Manufactured Products.
- C. Construction materials includes an article, material, or supply that is or consists primarily of:
 - non-ferrous metals;
 - plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
 - glass (including optic glass);
 - Lumber; or
 - drywall.

Construction materials that consist of two or more of the listed materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials.

Consider “all manufacturing processes” for construction materials to include at least the final manufacturing process and the immediately preceding manufacturing stage for the construction material.

Provide certifications to the Engineer for the construction materials that they meet the Build America Buy America Act requirements. Assure all submittals required for Buy America are submitted to the Engineer prior to the products and or materials being incorporated in the project.

The contractor shall be responsible for all cost associated with any of the construction materials that are permanently incorporated into the project that does not meet the requirements of this Special Provision without prior written approval from the Department, up to and including removal and replacement.



ITEM REPORT

Board of Mayor and Aldermen

Date: May 28, 2026

Item #: 8.F.	Approve TDOT Contract #9653 with the Tennessee Department of Transportation (TDOT) for Construction of Water Improvements Associated with the TDOT Bain Drive Improvements (State Industrial Access Serving Project Bear).		
Department:	Engineering	Presented By:	Gary Lide
Item Attachments:	1. TDOT Contract #9653 - Bain Drive Water Improvements		

Purpose:

Approve TDOT Contract #9653 with the Tennessee Department of Transportation (TDOT) for Construction of Water Improvements Associated with the TDOT Bain Drive Improvements

Background:

The utility work associated with the Bain Drive Improvements Project is the responsibility of the city. As the design phase came to a completion, city staff determined that having the utility work done under the TDOT contract rather than as a separate city contract would be the least expensive, most efficient, and lowest risk alternative for getting the work done. TDOT Contract Number 9653 is for the water portion of the work.

Financial Summary:

This contract is based on an engineer’s estimate. The work will be performed on a unit price/base bid basis. Therefore, the actual cost may be higher or lower than the estimated amount. The estimate is as follows:

- Engineering: \$38,341.22
- Inspection: \$7,787.50
- Betterment: \$38,400.00
- Deposit: \$615,408.00

* Deposit for the utility work in the State contract

The construction cost is estimated as **\$725,648.72**

Staff Recommendation:

Staff recommends approval.



75953-2569-04

Contract No. 9653

UTILITY RELOCATION CONTRACT

THIS CONTRACT made and entered into by and between the **State of Tennessee** acting through its Department of Transportation, hereinafter called "TDOT", and **City of LaVergne (Water)**, hereinafter called the "Utility".

WITNESSETH:

WHEREAS, TDOT plans to construct PIN Number **128748.00**, **State Industrial Access Serving Project Bear** located in **Rutherford County**, Tennessee (hereinafter called the "Project"), and for said Project to be constructed it will be necessary for the Utility to relocate certain of its facilities, **90** percent of which are located on public highway right-of-way and **10** percent of which are located on private utility right-of-way; and

WHEREAS, the Utility has furnished TDOT with an estimate, plans, and specifications showing the cost and manner of relocating these facilities, which estimate is in the amount of **\$725,648.72**, including the amount of **\$38,341.22** for the cost of engineering, which may be inclusive of preliminary engineering authorized on **November 24, 2021**; including the amount of **\$7,787.50** for the cost of inspection provided by the Utility; including the amount of **\$38,400.00** for the cost of betterment to the Utility's facilities (hereinafter called the "Betterment Cost"), and including the amount of **\$615,408.00** for deposit for the utility work in the State contract, and of which **10** percent represents the pro-rata share to which the Utility is entitled to reimbursement for relocation of utility facilities located on private utility right-of-way, and **90** percent represents the pro-rata share for relocation of utility facilities located on public highway right-of-way, reimbursement being for the cost of construction, engineering, and inspection on private utility right-of-way, but excluding inspection on public highway right-of-way, betterment, and the cost over the maximum TDOT reimbursement amount; and

WHEREAS, TDOT is liable for the relocation of utility facilities located on private utility right-of-way but is not liable for adjustment of the facilities located on publicly owned right-of-way or for any utility betterment costs; and

WHEREAS, the parties want to enter into a contract to provide for the relocation of the Utility's facilities in conjunction with this highway construction project, and the Utility has requested TDOT to undertake the hereinafter described utility relocation work in its highway construction contract; and

WHEREAS, it is in the mutual interest of the parties that this utility relocation work be performed together with the proposed highway construction;

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

1. (a) TDOT will show the proposed relocation of the Utility's facilities on TDOT's highway construction plans as project cost items and will receive bids for same by its highway contractor as a part of the contract for construction of the above mentioned Project. TDOT will be responsible for having its contractor perform the aforesaid utility relocation work in accordance with TDOT's construction contract, including the project plans, standard specifications, special provisions, and the utility relocation plans and specifications heretofore agreed upon by and between the parties hereto, all of which are incorporated herein by reference.

(b) The Utility agrees to reimburse TDOT for the Utility's Cost. Reimbursement shall be based on the agreed percentage of the actual cost of the Utility's Cost items as shown on the project plans incorporated herein by reference. It is further agreed that the Utility will make payment to TDOT in the amount of the estimated cost of the Utility's Cost items prior to advertisement for bids. The Utility may provide these funds by one of the following means:

A. A check made payable to the order of and sent to TDOT; or

B. Documentation of a deposit made only by wire or by immediate credit transfer with the Treasurer of the State.

In the event said deposit exceeds the aggregate amount of the Utility's Cost charges, the difference will be refunded to the Utility. In the event said Utility's Cost charges exceed the deposit, the Utility agrees to reimburse TDOT for such additional amount.

(c) The Utility agrees that TDOT may advertise for and receive bids for the construction of the Project, including the proposed relocation of the Utility's facilities, and award and enter into contract with the lowest responsible bidder.

(d) The Utility agrees that any memoranda or other information concerning the estimated cost of the proposed relocation of the Utility's facilities will not directly or indirectly be released or disclosed to potential bidders except to the extent that the utility may otherwise be required to do so by law.

(e) Neither the Utility nor any affiliate or subsidiary thereof shall participate directly or indirectly as a bidder for any part of the Utility's relocation work to be performed under a contract to be awarded by TDOT. The Utility further agrees that no employee, officer, or agent of the Utility shall participate in the selection or in the award or administration of a contract for the performance of any part of the Utility's relocation work if a real or apparent conflict of interest would be involved. Such a conflict of interest would arise when the employee, officer, or agent, or any member of his or her immediate family, or his or her partner, or an organization which employs or is about to employ any of the above, has a substantial financial interest, such as five-percent (5%) or greater ownership interest, or other interest in the firm selected for a subcontract to perform the Utility's relocation work for this Project. Neither the Utility nor any affiliate, subsidiary, employee, officer, or agent of the Utility shall solicit or accept gratuities, favors, or anything of monetary value, except an unsolicited gift having nominal monetary value, from contractors or bidders.

- (f) It is also understood and agreed that TDOT, in its sole discretion, may reject any and all bids submitted for the construction of said Project without any liability whatsoever to the Utility.
2. It is further agreed that in letting the contract with respect to the proposed relocation of the Utility's facilities, TDOT is acting solely in accommodation of the Utility and shall have no liability to the Utility for any damages or claims arising out of acts or omissions on the part of TDOT's contractor. The Utility agrees that it will not hold TDOT responsible for any claims arising out of the inclusion of the Utility's items of work in TDOT's highway construction contract. Under this contract, "TDOT" shall include any and all officers and employees of the State of Tennessee acting within the scope of their employment with the State of Tennessee.
 3. (a) The Utility has acquired or shall acquire all utility rights-of-way outside of the proposed public highway right-of-way as may be needed to relocate its utility facilities, including any betterment, and the Utility shall provide TDOT and its contractor with the rights to use these utility rights-of-way for construction purposes. The Utility further agrees that it has acquired or will acquire these rights-of-way at no cost to TDOT except insofar as TDOT may be liable to reimburse the Utility for the replacement of previously owned private utility rights-of-way as may be provided in a separate contract between the parties.

(b) The Utility agrees to transfer to TDOT that portion of the previously owned private utility rights-of-way being vacated by the Utility and within the Project proposed right-of-way as needed for highway purposes.
 4. The Utility agrees that:
 - (a) The Utility will perform the utility engineering work provided for in this Contract by its own forces and/or consultant engineering services approved by TDOT.
 - (b) It will develop the utility engineering costs in accordance with the current provisions of 23 CFR §645.117.
 5. The Utility shall have the right and responsibility to inspect and approve, prior to TDOT's release of its highway contractor's bond, all items of utility relocation work, including betterment, to be performed under the proposed highway construction contract to ensure that the relocation is completed in accordance with this Contract and all applicable specifications and safety codes. The Utility shall provide progressive inspection reports to TDOT in accordance with the current TDOT Construction Circular Letter section 105.07 "Utilities Diaries and Inspection Procedures" incorporated herein by reference. TDOT agrees that it will reimburse the Utility the pro-rata share for the inspection of utility facilities on private utility right-of-way when the utility relocation is completed in accordance with the approved relocation plans, incorporated herein by reference. The inspection of utility facilities on public highway right-of-way shall be performed at no cost to TDOT.
 6. The Utility agrees to comply with all current, applicable provisions of 23 CFR Subpart 645A, which are incorporated herein by reference; provided, however, that provisions for review, approval, authorization and participation by the Federal Highway Administration set forth in 23 CFR Subpart 645A shall not apply to the

extent that the Project is not a federal-aid project. The Utility acknowledges possession of 23 CFR Subpart 645A.

7. The Utility agrees to comply with all current, applicable provisions of the Guidelines for Governmentwide Debarment and Suspension of 2 CFR §180.355 through §180.365 which are incorporated herein by reference. The Utility acknowledges possession of 2 CFR Part 180 and the requirements of the attached FHWA Form 1273, Section X – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.
8. The Utility agrees to comply with all current, applicable provisions of the Buy America requirements established under 23 USC § 313 and 23 CFR § 635.410. In accordance with guidance provided by the Federal Highway Administration, the Utility agrees that all products used in the Utility's relocation work that are manufactured of steel or iron shall be manufactured in the United States. For the purposes of applying this Buy America requirement and determining whether a product is a steel or iron manufactured product, the job site includes any sites where precast concrete products that are incorporated into the Utility's relocation work are manufactured.
9. Subject to the provisions of this paragraph and as otherwise provided in this Contract, TDOT agrees to reimburse the Utility for the Utility's reimbursable costs associated with the relocation of the Utility's facilities, as follows:
 - (a) The Utility shall perform any work in accordance with the estimate of cost and plans as approved by TDOT and incorporated herein by reference. The estimate of cost and schedule of work are attached hereto as Exhibit "A".
 - (b) The Utility may perform preliminary engineering to generate the schedule of calendar days, color coded relocation plans and estimate of cost as needed for TDOT to generate the this agreement. Costs incurred for preliminary engineering prior to the execution date of this agreement are eligible for reimbursement as long as they were incurred after the preliminary authorization date. Any costs for consultant engineering shall also be eligible for reimbursement as long as they are incurred after consultant authorization.
 - (c) Any change in the approved estimate of cost or plans shall require the prior written approval of TDOT. TDOT agrees to review and, if acceptable, approve such requests for change in a timely manner, and TDOT agrees to cooperate with the Utility to resolve, if possible, any objections TDOT may have to such requested changes.
 - (d) TDOT shall reimburse the Utility for such direct and indirect costs as are allowable under the current provisions of 23 CFR Subpart 645A. Any claim for costs that would be ineligible for Federal reimbursement under 23 CFR Subpart 645A on a federal-aid project shall be ineligible for reimbursement by TDOT on this Project, whether it is or is not a federal-aid project.

- (e) The Utility shall develop and record all costs in a manner consistent with the current provisions of 23 CFR §645.117 as of the effective date of this Contract and as approved by TDOT.
- (f) The Utility shall submit all requests for payment by invoice, in form and substance acceptable to TDOT, with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged by line-item to date, the total amount charged for the period invoiced, and the total amount charged under the Contract to date.
- (g) The Utility may submit invoices for interim payments during the progress of the work; provided, however, that such interim payments may be approved only up to a maximum of eighty percent (80%) of the approved estimate of cost attached hereto as Exhibit “A” to this Contract, and any remaining reimbursable costs must be submitted on the final bill. Such invoices for interim payments shall be submitted no more often than monthly.
- (h) TDOT shall, unless it has good faith and reasonable objections to the Utility’s invoice for interim payment, use its best efforts to issue payment based on the Utility’s invoice within forty-five (45) days after receipt. If, however, TDOT has good faith and reasonable objections to the Utility’s invoice(s) or any part thereof, TDOT shall specifically identify those objections in writing to the Utility so as to allow the parties to address them in a prompt manner. If the invoice is otherwise acceptable, TDOT shall only withhold payment(s) as to those cost items it has specified in its written notice of objections to the Utility. All other reimbursable cost items set out in the Utility’s invoice shall be paid by TDOT.
- (i) Subject to the Utility’s right to bill on an interim basis as described above, the Utility shall by invoice provide one final and complete billing of all costs incurred within one year following the completion of the Utility relocation work in its entirety. Otherwise, any previous payments to the Utility may be considered final, and the Utility may be deemed to have waived any claim for additional payments, except as TDOT and Utility may have agreed otherwise in writing before the end of that year.
- (j) The Utility’s invoice(s) shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by TDOT, on the basis of audits or monitoring conducted in accordance with the terms of this Contract, not to constitute allowable costs. The payment of an invoice shall not prejudice TDOT’s right to object to or question any invoice or matter in relation thereto. Such payment by TDOT shall neither be construed as acceptance of the work nor as final approval of any of the costs invoiced therein.
- (k) The Utility’s invoice(s) shall include a Buy America certification attesting that all products used in the Utility’s relocation work that are manufactured of steel or iron comply with the Buy America requirements set forth in 23 USC § 313 and 23 CFR § 635.410 and as further described in paragraph 8 of this Contract.

- 10.** The Utility agrees that its cost records will be subject to inspection at any reasonable time by representatives of TDOT before or after final payment for reimbursable work. In the event any costs are determined not to be allowable under provisions of this Contract, the Utility agrees to repay TDOT such amount of ineligible costs included within payments made by TDOT.
- 11.** The Utility shall keep and maintain accurate records by which all invoices can be verified. The books, records, and documents of the Utility, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years after final payment has been received by the Utility and shall be subject to audit at any reasonable time and upon reasonable notice by TDOT, the Comptroller of the Treasury, or their duly appointed representatives during this three year period. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- 12.** In the event that funds are not appropriated or are otherwise unavailable, TDOT reserves the right to terminate this Contract upon written notice to the Utility. Said termination shall not be deemed a breach of Contract by TDOT. Upon receipt of the written notice, the Utility shall cease all work associated with the Contract, except as may be reasonably necessary to return the Utility's facilities to safe operation. Should such an event occur, the Utility shall be entitled to compensation for all costs of relocation reimbursable under 23 CFR Subpart 645A (in accordance with paragraph 9 of this Contract) for work completed as of the termination date or in accordance with this provision. Upon such termination, the Utility shall have no right to recover from TDOT any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- 13.** The Utility agrees, to the extent provided by law, that it will be solely responsible for any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Utility, its employees, its contractors, or any person acting for or on its or their behalf in the performance of the Utility's relocation work relating to this Contract. The Utility further agrees that it will not hold TDOT responsible for any such claims. Under this Contract, "TDOT" shall include any and all officers and employees of the State of Tennessee acting within the scope of their employment.

In the event that TDOT is sued for damages arising from acts, omissions, or negligence by the Utility or its employees, the Utility shall cooperate in TDOT's defense. TDOT shall give the Utility written notice of any such claim or suit, and the Utility shall have full right and obligation to conduct the Utility's own defense thereof. Nothing contained herein shall be deemed to accord to the Utility, through its attorney(s), the right to represent TDOT in any legal matter, such rights being governed by Tennessee Code Annotated, Section 8-6-106.

- 14.** TDOT shall have no liability except as specifically provided in this Contract.
- 15.** This Contract may be modified only by a written amendment executed by the parties hereto.

- 16.** Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term, covenant, condition or provision of this Contract shall be held to be waived, modified, or deleted except by written amendment signed by the parties hereto.
- 17.** The Utility hereby agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Utility on the grounds of disability, age, race, color, religion, sex, national origin, or any classification protected by the Constitution or statutes of the United States or the State of Tennessee. The Utility shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- 18.** The Utility shall comply with all applicable federal and state laws and regulations in the performance of its duties under this Contract. The Utility agrees that failure of the Utility to comply with this provision may subject the Utility to the repayment of all State funds expended, under this Contract.
- 19.** This Contract shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns. Time is of the essence of this Contract.
- 20.** The parties hereto, in the performance of this contract, shall not act as employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this contract shall be construed to create an employer/employee 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.
- 21.** This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Utility acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.
- 22.** If any terms, covenants, conditions or provisions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms, covenants, conditions and provisions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- 23.** TDOT and the Utility agree that any notice provided for in this Contract or concerning this Contract shall be in writing and shall be made by personal delivery, by certified mail (return receipt requested), by nationally recognized overnight delivery service (such as FedEx or UPS), or by facsimile transmission (provided that notice shall also be given in one of the other methods prescribed herein) addressed

to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

To TDOT:

Tennessee Department of Transportation
Attention: State Utility Coordinator
Tennessee Tower Building, 11th Floor
312 Rosa L. Parks Avenue
Nashville, Tennessee 37243

With a copy if requested by TDOT to:

Leslie South, General Counsel
Tennessee Tower Building, 24th Floor
312 Rosa L. Parks Avenue
Nashville, Tennessee 37243
Facsimile Number: (615) 532-5988

To the Utility:

City of La Vergne Public Works Department
Attention: Public Works Director, Michael Dietz
1500 E Nir Shreibman Boulevard
La Vergne, Tennessee 37086

With a copy if requested by Utility to:

City of La Vergne
Attention: Assistant City Administrator, Kyle Brown
1500 E Nir Shreibman Boulevard
La Vergne, Tennessee 37086

IN WITNESS WHEREOF, the parties have executed this contract.

UTILITY

City of LaVergne (Water)

STATE OF TENNESSEE
DEPARTMENT OF
TRANSPORTATION

BY: _____

TITLE: Mayor _____

DATE: _____

BY: _____

Will Reid, PE
Commissioner

DATE: _____

APPROVED AS TO FORM AND
LEGALITY:

BY: _____

Leslie South
General Counsel

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

X. Compliance with Governmentwide Suspension and Debarment Requirements

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause or default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered

transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract 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;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all

solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

CIRCULAR LETTER

Section: 105.07 Cooperation with Utilities

Number: 105.07-04

Subject: Utility Diaries and Inspection Procedures

Date: December 15, 2007

On all projects requiring utility relocations, Form DT-0667 "Project Utility Diary" is to be used to document said relocations whether the work is reimbursable or not. When a utility is relocating at its own expense or under a lump sum reimbursement contract, the "Description of Work Performed" section will be the only notation required. The notation shall indicate if the relocation is a non reimbursable or lump sum reimbursable contract. Form DT-0667 fulfills the requirements for documentation detailed in Section 109.05 of the Department of Transportation Construction Manual and Section 18-7 of the Standard Utility Procedures Manual.

- 1 Form DT-0667 is to be completed in the field by the utility inspector.
- 2 The original or white sheet is to be transmitted to the TDOT Project Supervisor's office and bound.
- 3 The first copy or yellow sheet is to be transmitted to the utility company on reimbursable relocations.
- 4 The second copy or pink sheet is to be retained in the utility diary.

If the utility relocation is included in the state contract, the utility will be responsible for inspecting all phases of the relocation, per TCA 54-5-804, 2003 Public Chapter 86. The TDOT inspector shall document the utility work activities performed in the daily project diaries. The inspector provided by the utility company will:

- 1 Complete Form DT-0667 as described above and submit it each estimate period, as directed by the TDOT Project Supervisor. Along with the item descriptions, the inspector will include the quantities and stations of installed items.
- 2 Complete "Installed Item Certification" portion of Form DT-1716 and submit it each estimate period, as directed by the TDOT Project Supervisor. This form will be signed to certify that the items installed during that estimate period met all applicable specifications.
- 3 Complete and attach Form DT-1716A to DT-1716 and submit it each estimate period, as directed by the TDOT Project Supervisor. This form will be used to summarize, by project number, the utility items installed during that estimate period. The TDOT inspector shall sign Form DT-1716A after ensuring it is consistent with the utility diaries and daily project diaries. The completed Form DT-1716A shall be referenced in the progress pay quantity documentation.
- 4 Complete "Final Acceptance of Work" portion of Form DT-1716 and submit it to the TDOT Project Supervisor's office when the utility relocation work is complete.

UTILITY ITEM CERTIFICATION/FINAL ACCEPTANCE

Contract Number: _____ **Utility Company:** _____

Project Number(s): _____ **Utility Inspector:** _____
Print

County(ies): _____

Instructions: Please check appropriate box (or boxes) and fill out required information. For **Installed Item Certification**, attach **Summary of Installed Utility Items** sheet(s) for each project number and submit each estimate period as directed by the TDOT Project Supervisor.

Installed Item Certification

On behalf of the above utility company, I certify that the materials used for the item(s) listed on the following page(s) meet and were installed in accordance with all applicable specifications. Any pertinent shop drawings or engineering changes have been approved.

Estimate Period: _____ to _____

Utility Inspector Signature

Date

Final Acceptance of Work

I certify that the utility relocation work is complete and is accepted by the above utility company.

Utility Inspector Signature

Date



Project No: 75953-2569-04

County: Rutherford

Date: April 15, 2026

****Submittal and completion of this form is required for consideration of reimbursement on this project.****

Primary Contact: Gary Lide, P.E.
E-mail: glide@LaVergneTN.gov **Phone:** (615) 287-8703
Secondary Contact: _____
E-mail: _____ **Phone:** _____
Utility Name: City of La Vergne
Address: 1500 E Nir Shrieberman Blvd
City, State: La Vergne, Tennessee **Zip:** 37086

Percent On Private: 10% Private ROW - #Poles / Length of facility: 243
 Percent On Public: 90% Public ROW - #Poles / Length of facility: 2102
 Total Percentage: 100% Total #Poles / Length of facility: 2345

TDOT USE ONLY

RG Approval and Date: *[Signature]* 4/22/2026
 Consult Appr. Date: / /
 Amount Approved: \$ -
 HQ Approval and Date: *[Signature]* 4.22.26
 CH86 Y N PIN#: 128748.00
 LET: 8 / 13 / 2027 Contract #: 9653
 Easement Contract #

Is Utility Chapter 86 Certified (Obtained from Certification Sheet)? N

(If project does not qualify for Chapter 86 Reimbursement, then "Percent on Private" will be used to calculate total amount due to Utility)

NO COST / NO REIMBURSEMENT (STOP HERE, REMAINDER OF FORM IS NOT REQUIRED)

CHAPTER 86

NON-CHAPTER 86

REIMBURSEMENT MOVE PRIOR
REQUESTED MOVE IN State Contract
 (Please check ONE) Move Again

% Private / Public Relocation
 % Private / Public MOVE IN State Contract
 Utility Replacement Easement Reimbursement

ENGINEERING		Amount
Pre-Construction	\$	23,683.79
Construction	\$	9,384.38
Construction Inspection Private	\$	778.75
Construction Inspection Public	\$	7,008.75
Reimbursable Expenses	\$	5,273.05
ENGINEERING COST:	\$	46,128.73 ✓

CONSTRUCTION (LABOR & MATERIAL)		Amount
Installation Labor	\$	527,500.00
Installation Materials	\$	152,020.00
Removal Labor	\$	-
Site Costs	\$	-
Material Provided to State	\$	-
Salvage Materials	\$	-
Non-Usable Materials	\$	-
ESTIMATED CONSTRUCTION COST:	\$	679,520.00 ✓

BETTERMENT		Amount
Installation Labor	\$	25,200.00
Installation Materials	\$	13,200.00
ESTIMATED UTILITY BETTERMENT COST:	\$	38,400.00
ESTIMATED REPLACEMENT EASEMENT COST:	\$	-
If cost is listed above, separate Easement Contract is needed		
ESTIMATED TOTAL CONSTRUCTION COST:	\$	725,648.73 ✓

UTILITY REIMBURSEMENT	
CHAPTER 86 MOVE-IN CONTRACT:	\$ -
CHAPTER 86 MOVE PRIOR:	\$ -
NON-CHAPTER 86 MOVE-IN CONTRACT:	\$ 4,612.87
NON-CHAPTER 86 % PUBLIC/PRIVATE:	\$ -

Does Estimate Exceed \$2.5M Cap? - N
 Does Estimate Require 75% Cap? - Y

UTILITY DEPOSIT (IF APPLICABLE)	
RELOCATION EXCEEDS \$2.5M CAP:	\$0.00
AMOUNT OVER 75% REIMBURSEMENT:	\$0.00
ESTIMATED UTILITY BETTERMENT COST:	\$38,400.00
NON-CHAPTER 86 MOVE-IN CONS'T COST:	\$577,008.00 ✓
TOTAL UTILITY DEPOSIT:	\$615,408.00

The Utility will reference the page number where designated on the form when other Detail Cost Estimate sheets are attached.



ESTIMATE OF ENGINEERING COST

TDOT Project Number(s): 75953-2569-04
 Utility Name & Address:
 City of La Vergne
 1500 E Nir Shriebman Blvd
 La Vergne, Tennessee 37086

County(ies): Rutherford
 Consultant Name & Address:
 Consolidated Technologies Inc dba CTI Engineers Inc.
 3354 Perimeter Hill Dr., Suite 140
 Nashville, Tennessee 37211

CONSULTANT ENGINEERING ESTIMATE

Place an "X" in the appropriate box: Standard Contract Continuing Contract (attach copy of Contract for TDOT verification)

I. ENGINEERING SERVICES	Classification	Rate/Hr	PRE-CONSTRUCTION		CONSTRUCTION		CONSTRUCTION INSPECTION	
			Hours	Total	Hours	Total	Hours	Total
Principal		\$ 98.00	0	\$ -		\$ -		\$ -
Senior Project Manager/Engineer		\$ 81.00	0	\$ -		\$ -		\$ -
Design Engineer		\$ 49.00	102	\$ 4,998.00	43	\$ 2,107.00		\$ -
Engineer Intern		\$ 31.50	103	\$ 3,244.50	32	\$ 1,008.00		\$ -
Technician / Draftsperson		\$ 40.00		\$ -		\$ -		\$ -
Administrative		\$ 36.00	8	\$ 288.00	0	\$ -		\$ -
Field Inspector/RPR		\$ 38.00		\$ -		\$ -		\$ -
Licensed Surveyor		\$ 80.00		\$ -		\$ -		\$ -
Rod Person		\$ 32.00		\$ -		\$ -		\$ -
Total Engineering Services			213	\$ 8,530.50	75	\$ 3,115.00	0	\$ -
II. REIMBURSABLE EXPENSES			PRE-CONSTRUCTION		CONSTRUCTION		CONSTRUCTION INSPECTION	
	Cost/Unit		Quantity	Total	Quantity	Total	Quantity	Total
Transportation / Mile:	\$ 0.700	X	67	\$ 46.90	137	\$ 95.90		\$ -
Meals / Day:		X		\$ -		\$ -		\$ -
Lodging / Day:		X		\$ -		\$ -		\$ -
Printing / Shipping:								
Other (Specify):		Survey		\$ 5,000.00				
Other (Specify):								
Total Reimbursable Expenses				\$ 5,046.90		\$ 95.90		\$ -
III. INDIRECT / OVERHEAD EXPENSES								
Indirect/Overhead Rate (not to exceed 145%):			145.00%	\$ 12,369.23	145.00%	\$ 4,516.75	145.00%	\$ -
IV. PROFIT: (2.35x(1,2,3)x ALLOWABLE RATE)								
Allowable Rate (Maximum of 13%):			13.00%	\$ 2,606.07	13.00%	\$ 951.63	13.00%	\$ -

(Expenses for Sections III and IV only apply to Consultant Engineering Services without a Continuing Contract agreement with the Utility)

TOTAL ENGINEERING / SURVEY COST:	INSPECTION (Standard)	INSPECTION (Continuing)
Standard Consultant: (I+II+III+IV) =	Private: \$ -	Private: \$ -
Continuing Contract: (I+II) =	Public: \$ -	Public: \$ -
	TOTAL COST (Engineering and Inspection)	
	Standard Consultant: \$ 37,231.98	Continuing Contract: \$ -

IN-HOUSE ENGINEERING ESTIMATE

I. ENGINEERING SERVICES	Classification	Rate/Hr	PRE-CONSTRUCTION		CONSTRUCTION		CONSTRUCTION INSPECTION	
			Hours	Total	Hours	Total	Hours	Total
Project Manager				\$ -		\$ -		\$ -
Engineer				\$ -		\$ -		\$ -
Draftsperson				\$ -		\$ -		\$ -
Administrative				\$ -		\$ -		\$ -
Field Inspector		\$ 25.00	4	\$ 100.00	18	\$ 450.00	175	\$ 4,375.00
Licensed Surveyor				\$ -		\$ -		\$ -
Rod Person				\$ -		\$ -		\$ -
Total Engineering Services			4	\$ 100.00	18	\$ 450.00	175	\$ 4,375.00
II. REIMBURSABLE EXPENSES			PRE-CONSTRUCTION		CONSTRUCTION		CONSTRUCTION INSPECTION	
	Cost/Unit		Quantity	Total	Quantity	Total	Quantity	Total
Transportation / Mile:		X		\$ -		\$ -		\$ -
Meals / Day:		X		\$ -		\$ -		\$ -
Lodging / Day:		X		\$ -		\$ -		\$ -
Printing / Shipping:								
Other (Specify):		TDEC Review Fee		\$ 130.25				
Other (Specify):								
Total Reimbursable Expenses				\$ 130.25		\$ -		\$ -
III. INDIRECT / OVERHEAD EXPENSES								
Indirect/Overhead Rate (not to exceed 145%):			78.00%	\$ 78.00	78.00%	\$ 351.00	78.00%	\$ 3,412.50
TOTAL ENGINEERING COST:					TOTAL INSPECTION COST:			
				\$ 1,109.25	Private: \$ 778.75			
					Public: \$ 7,008.75			



Declaration of Scheduled Calendar Days

Project Number: 75953-2569-04

Date: _____

Description: Project Bear-Water

County: Rutherford

Utility Name: City of La Vergne

Address: 1500 E Nir Shriebman Blvd

City, State: La Vergne, Tennessee

Zip Code: 37086

Phone Number: (615) 287-8703

Fax Number: _____


- Type of Facilities: Water Sewer Gas Telephone Electric
 CATV Fiberoptic Other

Required Period services cannot be interrupted: _____

All estimated days should be expressed in "Calendar" days to complete installation, relocation or adjustment of the utility facilities on the above referenced project. The utility can as an option submit an "On or Before" date all work will be completed. In accordance with provisions set forth in TCA 54-5-854.

Task	Days to Complete	Special Conditions
Stock Pile Material (Including ordering material)	60	
Mobilize Work Force (including Bidding process if Required)	30	
Complete Relocation	200	
Total Days To Complete	290	

Special Conditions:

 10 FEB 2026
 Signature of submitting Utility Representative Date

 4/22/2026
 Signature of submitting State Representative Date

Subject to provisions of the TDOT Utility Office Maintenance of Traffic Procedures.



Buy America

Rev. 12-23-2013

The Tennessee Department of Transportation (TDOT) in compliance with Federal Highway Administration (FHWA) directive **Effective February 29, 2016**

All utility and railroad relocation construction must comply with 23 U.S.C. 313 and 23 CFR 635.410 **Buy America requirements**

All Utility / Railroad invoices submitted to TDOT for Payment **MUST ATTACH THIS CERTIFICATION.**

Utility / Railroad Name

Street Address

City

State

Zip

Certification: All products used in the relocation construction and identified in the attached invoice that are manufactured of steel or iron for permanent installation meet or exceed the requirements set forth in 23 USC 313 and 23 CFR 635.410 Buy America requirements.

Certification documentation is available for review that includes but is not limited to, if available, the Mill Test Report (MTR) for ALL steel products that have the certification statement (or similar) that the steel/iron was "melted and manufactured in the United States." All manufacturing processes and coatings applied thereon have occurred in the United States.

Per the Utility / Railroad Relocation Contract:

The Utility / Railroad agrees to comply with all current, applicable provisions of 23 CFR 645A / 23 CFR 140 and 23 CFR 646.

The Utility acknowledges possession of 23 CFR 645A / The Railroad acknowledges possession of 23 CFR 140 and 23 CFR 646.

The Utility / Railroad is subject to audit for a period of three (3) full years after final payment has been received.

The Utility / Railroad shall comply with all applicable federal and state laws and regulations in the performance of its duties under this Contract. The Utility / Railroad agrees that remedies for non-compliance are set out in the applicable regulations and the Contract.

I have reviewed the material provided herein and attached and hereby certify ALL material on the attached invoice is in compliance with Buy America requirements.

Signature of representative Authorized for financial obligations

Title

Date

S T A T E

O F

T E N N E S S E E

(Rev. 6-20-11)

January 1, 2021

SPECIAL PROVISION

REGARDING

BUY AMERICA REQUIREMENTS

All manufacturing processes for iron and steel products, and coatings applied thereon, used in this project shall occur in the United States except that if the proposal has bid items for furnishing domestic and foreign iron and steel, the bidder will have the option of (1) submitting a bid for furnishing domestic iron and steel, or (2) submitting a bid for furnishing domestic iron and steel and a bid for furnishing foreign iron and steel. If option (2) is chosen, the bid will be tabulated on the basis of (a) the total bid price using the bid price for furnishing domestic iron and steel and, (b) the total bid price using the bid price for furnishing foreign iron and steel.

For the total bid based on furnishing foreign iron and steel to be considered for award, the lowest total bid based on furnishing domestic iron and steel must exceed the lowest total bid based on furnishing foreign iron and steel by more than 25 percent. The 25 percent differential applies to the total bid for the entire project, not just the bid prices for the steel or iron products.

Iron and steel products are defined as products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed from iron and steel made in the United States. Iron products are included, however, pig iron and processed, pelletized, and reduced iron ore may be purchased outside the United States.

Manufacturing begins with initial melting and continues through the coating stage. Any process which modifies chemical content, physical size or shape, or the final finish is considered a manufacturing process. Coatings include epoxy, galvanizing, painting or any other surface protection that enhances the value and/or durability of a material.

The contractor shall provide a certification to the Engineer with each shipment of iron and steel products to the project site that the manufacturing processes for the iron and steel products occurred in the United States. No steel shall be placed until the contractor ensures the requirements of this Special Provision are met.

The above requirements do not prevent a minimal use of foreign materials, if the cost of such materials used does not exceed 0.1 percent of the total contract cost or \$2,500.00, whichever is greater. If steel not meeting the requirements of this Special Provision is used, the contractor shall provide a written statement to the Department prior to its use indicating where the steel will be incorporated in the work,

the value of the steel, the percentage of the contract amount, and the appropriate invoices shall be submitted as documentation.

The contractor shall be responsible for all cost associated with any steel that is permanently incorporated into the project that does not meet the requirements of this Special Provision without prior written approval from the Department, up to and including removal and replacement.

STATE

OF

TENNESSEE

December 12, 2022

January 1, 2021

SPECIAL PROVISION

REGARDING

**BUILD AMERICA, BUY AMERICA ACT
REQUIREMENTS**

The Build America, Buy America Act (BABA) Public Law No. 117-58 SEC. 70914 that all of the iron, steel, manufactured products, and construction materials used are subject to Build America, Buy America requirements and are produced in the United States.

- A. Iron and steel: FHWA existing requirements SP106A Regarding Buy America.
- B. Manufactured products: FHWA Buy America Final Rule 11/25/1983, 48 FR 53099; Waiver for Manufactured Products.
- C. Construction materials includes an article, material, or supply that is or consists primarily of:
 - non-ferrous metals;
 - plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
 - glass (including optic glass);
 - Lumber; or
 - drywall.

Construction materials that consist of two or more of the listed materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials.

Consider “all manufacturing processes” for construction materials to include at least the final manufacturing process and the immediately preceding manufacturing stage for the construction material.

Provide certifications to the Engineer for the construction materials that they meet the Build America Buy America Act requirements. Assure all submittals required for Buy America are submitted to the Engineer prior to the products and or materials being incorporated in the project.

The contractor shall be responsible for all cost associated with any of the construction materials that are permanently incorporated into the project that does not meet the requirements of this Special Provision without prior written approval from the Department, up to and including removal and replacement.



ITEM REPORT

Board of Mayor and Aldermen

Date: May 28, 2026

Item #: 8.G.	Approve Amendment #3 to the Professional Services Agreement with Johnson, Mirmiran & Thompson, Inc. (JMT) for Additional Right-of-Way Acquisition Services Needed for the Proposed South Waldron Road Widening Project.		
Department:	Engineering	Presented By:	Gary Lide
Item Attachments:	1. Amendment #3 - PSA with JMT - South Waldron Road Widening Project		

Purpose:

Approve Amendment #3 to the Professional Services Agreement with Johnson, Mirmiran & Thompson, Inc. (JMT) for Additional Right-of-Way Acquisition Services Needed for the Proposed South Waldron Road Widening Project.

Background:

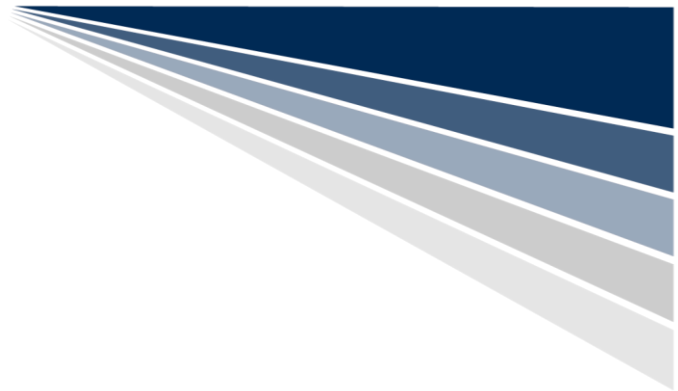
Due to additional work required for tracts which were added to the scope due to design updates, three additional parcels were added to the scope of work for right-of-way acquisition. The additional costs of right-of-way acquisition services for these parcels are provided as \$36,300.

Financial Summary:

Original Contract Amount:	\$1,475,300.00
Amendment #1 (There is no amendment #1. Clerical error by Gary Lide)	NA
Amendment #2 (Approved August 7, 2025)	\$155,662.50
Revised Contract Amount to Date	\$1,630,962.50
Proposed Modification #3 (Shown as Supplement #2 on JMT Request)	\$36,300
Proposed New Contract Ceiling	\$1,667,262.50

Staff Recommendation:

Staff recommends approval.



May 11, 2026

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) respectfully requests this supplement #2 scope of work and fee estimate for the Right-of-Way Acquisition of the Waldron Road Widening Project within the City of LaVergne, Tennessee. If acceptable, the terms and conditions from the Contract dated September 9, 2024 will apply to this supplement.

Right-of-Way Acquisition Scope of Services Supplemental Fee

As previously agreed, 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. The total supplement request is \$36,300. The breakdown for this supplement request is as follows:

Waldron Rd ROW Supplement #2 List

Tract #	Reason	Title	Appraisal	Negotiation	Closing
Tract 82B/82C	not included in original list	1,500.00	4,000.00	5,750.00	850.00
Tract 53	not included in original list	1,500.00	4,000.00	5,750.00	850.00
Tract 55	not included in original list	1,500.00	4,000.00	5,750.00	850.00
Total		4,500.00	12,000.00	17,250.00	2,550.00

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. JMT appreciates the opportunity to submit this supplement request. If you have any questions, please feel free to contact me. We look forward to continuing to work with you on this significant and urgent project for the City of LaVergne.

Sincerely,



Dyan Damron, PE, PTP
Associate Vice President
Office Leader | Traffic & ROW

IN WITNESS WHEREOF, the parties hereto have made and executed this Supplement Agreement as of the day and year first written above.

OWNER: City of LaVergne

CONSULTANT: JMT, Inc.

BY: _____

BY: _____

TITLE: _____

TITLE: _____



ITEM REPORT

Board of Mayor and Aldermen

Date: May 28, 2026

Item #: 8.H.	Approve Amendment #7 to the Professional Services Agreement with Ragan-Smith-Associates, LLC, for Design Phase Services for the Proposed South Waldron Road Widening Project.		
Department:	City Recorder	Presented By:	Gary Lide
Item Attachments:	1. Amendment #7 to the Professional Services Agreement with Ragan-Smith-Associates, LLC,		

Purpose:

The City would like to modify the current South Waldron Road Widening Professional Services Agreement with Pape-Dawson (formerly Ragan-Smith) to include the coordination of the Waldron Road design with the newly constructed conditions of Arbor Ridge and Mission Hills Subdivisions. **The cost for the additional services will be \$14,925.00.**

Background:

Final design for Waldron Road Widening is on-going while construction is taking place on the Arbor Ridge and Mission Hills Subdivisions. Efforts to bring the developer’s design in coordination with the city’s design has been unsuccessful. In order to avoid delays and additional costs during construction, staff has asked Pape-Dawson to perform field surveys of the improvements and incorporate them into the design.

Financial Summary:

Original Contract Amount:	\$837,000
Amendment #1:	\$9,500
Amendment #2:	\$0
Amendment #3:	\$1,082,000
Amendment #4:	\$13,250
Amendment #5:	\$48,300
Amendment #6:	<u>\$34,500</u>
Total Contract to Date:	\$2,024,550
Proposed Amendment #7:	<u>\$14,925</u>
New Contract Ceiling:	\$2,039,475

The line-item budget for the Waldron Road Widening Project in the FY 2025-2026 Budget is \$5,686,847.

Staff Recommendation:

Staff recommends approval.

April 22, 2026

Via Email: glide@laverghnetn.com

Mr. Gary Lide, P.E.
Director of Engineering
City of La Vergne
1500 E. Nir Shreibman Blvd.
La Vergne, TN 37086

Re: South Waldron Road
From South of Charter Place to North of Rock Springs Road
La Vergne, TN
Job No. 21000284-000
Additional Services Request No. 7

Dear Mr. Lide:

This letter is to request funding for additional services for the above referenced site. These services are considered above and beyond previously authorized work, and include the following:

I. TOPOGRAPHIC SURVEY (TASK 105)

Pape-Dawson Consulting Engineers, LLC (Pape-Dawson) to provide a Topographic survey of the additional areas of the above referenced project location with limits shown in the Attached Exhibit "A".

Proposed deliverables are as follows:

- Updated CADD Planimetric Files in Geopak
- Survey Model (.dgn)
- Terrain Model (.tin)

II. CONSTRUCTION PLAN REVISIONS (TASK 390)

Pape-Dawson to include the following "in-contract" utility designs in the final construction plan set, bid book, and cost estimate; Smyrna Gas, CTI sewer design, and SEC drainage design. This to consist of the inclusion of general and/or special notes, standard drawings, item numbers, construction quantities, utilities design plans, and construction special provisions. In addition, Pape-Dawson will provide assistance to CTI in the permitting of the sanitary sewer installation.

Proposed deliverables are as follows:

- Construction Plan Set
- Project Bid Book
- Estimated Utility Quantities

Mr. Gary Lide, P.E.
South Waldron Road – LaVergne, TN
ASR #7 (21000284-000)
April 22, 2026
Page 2 of 2

THIS ADDITIONAL SERVICE REQUEST ASSUMES AND/OR EXCLUDES THE FOLLOWING:

- ◆ *Additional services required by the client which may arise, and are not outlined above, to be compensated for on an hourly basis or negotiated to a lump sum fee.*

SUMMARY OF SCOPE AND FEES

I.	TOPOGRAPHIC SURVEY	Task 105	\$8,000.00
II.	CONSTRUCTION PLAN REVISIONS	Task 490	\$6,925.00
Total:			\$14,925.00

A budget increase of **\$14,925.00** is the estimated cost of Pape-Dawson's current understanding of the additional services identified above. Upon signing of this ASR by the client, this ASR to be governed by the existing proposal for this project signed by the client and engineer on the 23rd day of August 2021.

We appreciate the opportunity to work with you on this project. If you concur with this request, please acknowledge your approval by signing in the space provided below and returning this letter to our office via email, fax, or US Mail for our records. If you have questions or need additional information, please do not hesitate to contact me at your earliest convenience.

Sincerely,
Pape-Dawson Consulting Engineers, LLC



Lee Schumann, P.E.
Vice President

ACKNOWLEDGED & ACCEPTED

Signature: _____

Print Name: _____

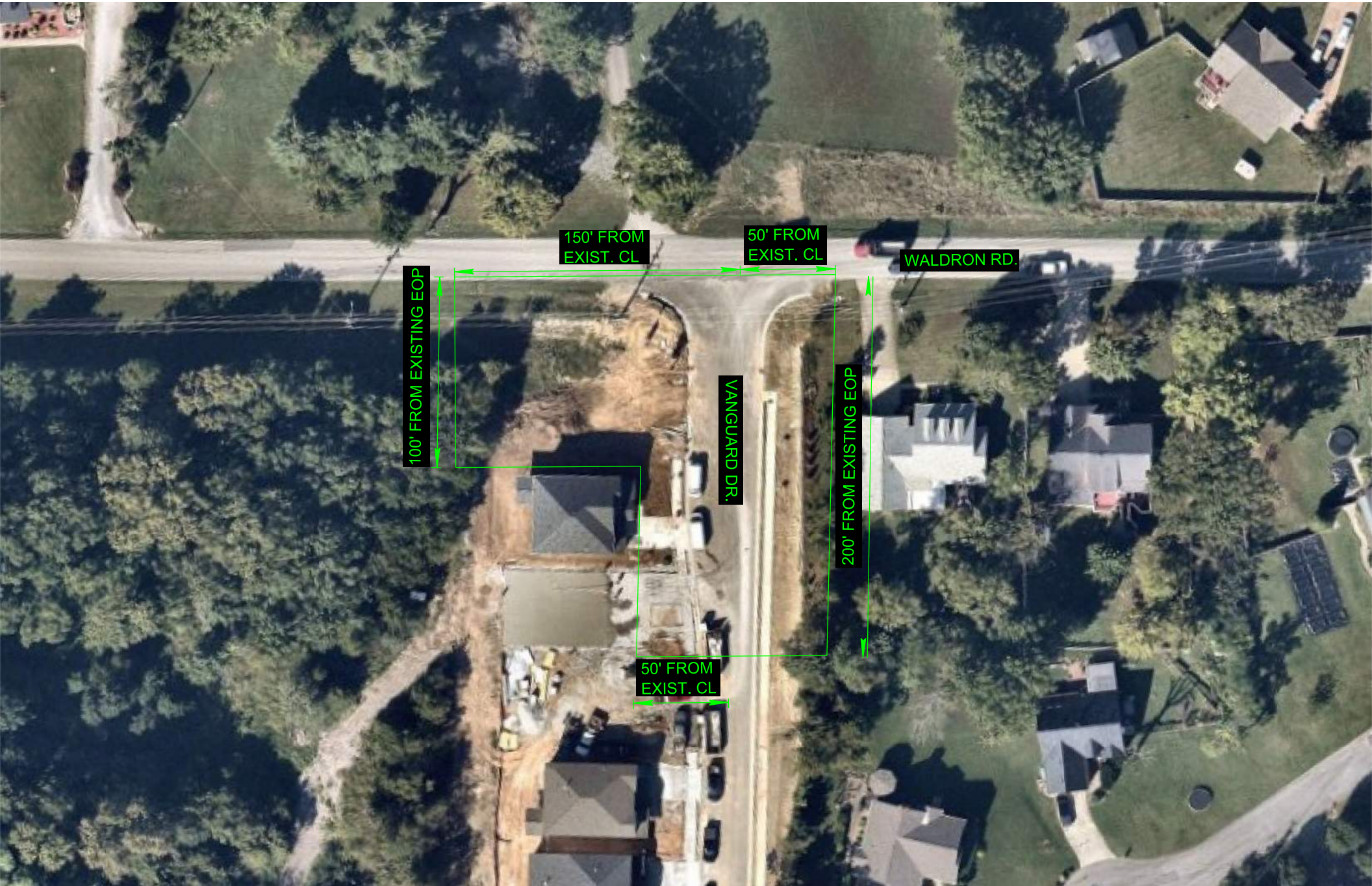
Title: _____

Date: _____

Attachments

- Exhibit "A" - Additional Survey Limits

G:\21-0326 - South Waldron Road\1-Administrative\Proposals-Contracts\Amendment 7\260326 (P0002683-026) ASR 1.docx



Waldron Rd - Additional Survey Limits - AREA 1





ITEM REPORT

Board of Mayor and Aldermen

Date: May 28, 2026

Item #: 8.I.	Ratify the Approval of a Two-Year Contract with TDOT for the Maintenance of Murfreesboro Road.		
Department:	City Administrator	Presented By:	Bruce Richardson
Item Attachments:	1. La Vergne CMA 2733 (24 Month)		

Purpose:

This is the contract with TDOT for the maintenance of Murfreesboro Road. The term for this contract is now two years instead of just one year.

Background:

This is the contact for the maintenance for Murfreesboro Road, which is a state highway. The state will pay the city for various activities to maintain the road, which mostly consists of mowing and trash pickup.

We are requesting the board to ratify the approval of this contract because the deadline to return it to TDOT was May 22, 2206.

Financial Summary:

The maximum amount La Vergne can receive from the state with this contract over the two year term is \$59,128.92.

Staff Recommendation:

Staff recommends approval.

STATE OF TENNESSE
DEPARTMENT OF TRANSPORTATION
CONTRACT – CITY OF LAVERGNE

PROJECT NO. TBD
CONTRACT NO.-CMA 2733
FISCAL YEARS – 2026-2028



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

COMMISSIONER'S OFFICE
SUITE 700, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-2545

WILL REID
COMMISSIONER OF TRANSPORTATION

BILL LEE
GOVERNOR

To: City of LaVergne
Attn: Bruce Richardson, City Administrator
5093 Murfreesboro Road
LaVergne, TN 37086

Date: April 6, 2026

Re: City of LaVergne Maintenance Contract for 2026-2028.

Enclosed, you will find the new contract for Fiscal Years 2026-2028

Please Read the contract, sign in the appropriate places and return to our office. After you have signed the new contract and returned it to us, we will forward the contract to our office in Nashville for signatures. Once the Commissioner and our attorney have signed the contract, we will return a signed copy to you for your records.

If you have any questions, please feel free to contact me at 931.270.5030.

Thank you,

Matthew Eakes
TDOT Team Lead, District 39 East

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TRANSPORTATION
AND
CITY OF LAVERGNE**

This Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the 'State' and City of LaVergne, hereinafter referred to as the "Contractor," is for the provision of the routine maintenance of state, as further defined in the "SCOPE OF SERVICES."

Contractor Edison Registration ID # 0000001520
Contract #: CMA 2733

The Department is re-evaluating reimbursement rates to match actual costs for local agencies. If rates increase, the Department will work with the City to amend the contract and incorporate the new rates.

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Tenn. Code Ann. § 54-5-201 provides that the State is authorized to enter into contracts with municipalities regarding the improvement and maintenance of streets over which traffic on state highways is routed.
- A.3. Tenn. Code Ann. § 54-5-202 provides that streets constructed, reconstructed, improved and maintained by the State shall be of a width and type that the State deems proper, but the width so constructed, reconstructed, improved and maintained shall not be less than eighteen feet (18'); and, in the case of resurfacing and maintenance, from curb to curb where curbs exist, or the full width of the roadway where no curbs exist.
- A.4. Tenn. Code Ann. § 54-5-203 provides that the State is authorized to enter into contracts with municipalities that are organized to care for streets to reimburse, subject to the approval of the State, for improvements and maintenance.
- A.5. Tenn. Code Ann. § 54-16-106 provides that the highway authorities of the state, counties, cities, and town are authorized to enter into agreements with each other respecting the improvement and maintenance of controlled-access facilities, defined by Tenn. Code Ann. § 54-16-101 as a highway or street specially designed for through traffic, and over, from or to which owners or occupants of abutting land or other persons have no right or easement of access from abutting properties.
- A.6. Tenn. Code Ann. § 54-5-139 provides that the State may enter into a contract with a qualified county to perform maintenance activities upon the rights-of-way of state highways located outside of municipalities and metropolitan governments; and, that the reimbursement shall be on an actual cost basis.
- A.7. The State is hereby contracting with the Contractor for the improvements and maintenance specified in Attachment "Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities," attached and incorporated hereto as part of this Contract.

B. TERM OF CONTRACT:

This Contract shall be effective on July 1, 2026 ("Effective Date"), and extend for a period of twenty-four (24) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Fifty-Nine Thousand One Hundred Twenty-Eight Dollars and Ninety-Two Cents (\$59,128.92). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.

- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
"Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities"	See Exhibit A
"Exhibit B" containing the maximum allowable labor and equipment rates.	See Exhibit B

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

TN Department of Transportation
 320 Battle Ave
 Murfreesboro, TN 37129

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

- (1) Invoice Number (assigned by the Contractor)

- (2) Invoice Date
- (3) Contract Number (assigned by the State)
- (4) Customer Account Name: Tennessee Department of Transportation
- (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
- (6) Contractor Name
- (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
- (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
- (9) Contractor Remittance Address
- (10) Description of Delivered Service
- (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name & title as applicable) of each service invoiced
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
 - iv. Amount Due by Service
 - v. Total Amount Due for the invoice period

b. The Contractor understands and agrees that an invoice under this Contract shall:

- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
- (2) only be submitted for completed service and shall not include any charge for future work;
- (3) not include sales tax or shipping charges; and
- (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. 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 invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.

- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
- b. The Contractor 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

Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this 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 Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total 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 Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor 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 Contract or in the employment practices of the Contractor 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 Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon

reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

- D.9. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*.
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee 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.

The Contractor, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor 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 Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

- D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

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 Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this 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. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Matthew Eakes, Team Lead District 39 East
State of Tennessee, Department of Transportation
320 Battle Avenue
Murfreesboro, TN 37129
Matthew.Eakes@tn.gov
Telephone # (931) 270-5030
FAX # (931) 276-2333

The Contractor:

Bruce Richardson, City Administrator
City of LaVergne
5093 Murfreesboro Road
LaVergne, TN 37086
brichardson@lavergetn.gov
Telephone # 615-793-6295

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

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor 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.
- E.4. MUTCD. In accordance with Tenn. Code Ann. 54-5-108, the Contractor shall conform to and act in accordance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by rules of the State. Particularly, the Contractor shall sign work-zones associated with this Contract in accordance with the aforesaid MUTCD.

E. 5. Maintenance. Nothing contained in this Contract shall change the maintenance obligations governed by the laws of the State of Tennessee, it being the intent of this Contract not to enlarge the present maintenance obligations of the State.

IN WITNESS WHEREOF,

CITY OF LAVERGNE:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

APPROVED AS TO FORM AND LEGALITY

CONTRACTOR ATTORNEY SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR ATTORNEY SIGNATORY (above)

STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION:

WILL REID, COMMISSIONER

DATE

APPROVED AS TO FORM AND LEGALITY

LESLIE SOUTH, GENERAL COUNSEL

DATE

GUIDELINES COVERING MAINTENANCE
OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following items, where applicable, are eligible for reimbursement by the State to the Contractor under the Standard Maintenance Agreement:

Activity	Maintenance Work Type	Unit Of Measure
401	Manual Spot Patching	Tons
402	Crack Repair	Pounds
404	Mechanical Continuous Patching	Tons
405	Milling	Square Yards
406	Surface Replacement	Tons
411	Concrete Pavement Repair	Cubic Yards
412	Concrete Joint Repair	Linear Feet
425	Grading Unpaved Surface (Shoulder)**	Linear Miles
427	Patching Unpaved Surface (Shoulder)**	Tons
435	Machine Mowing**	Acres
438	Debris Removal**	Man Hours
441	Litter Removal**	Roadway Miles
446	Mechanical Sweeping and Street Flushing	Miles
447	Manual Roadway Sweeping	Man Hours
460	Plowing Snow	Lane Miles
461	De-icing Salt and/or Sand for Snow & Ice Removal	Tons
463	Anti-icing (Salt Brine)	Gallons
470	Pavement Markings	Line Miles
471	Specialty Markings	Each

** Work must be inside the area eligible for reimbursements as detailed in "CITY MAINTENANCE ROADWAY TYPICAL SECTIONS".

The following items are the responsibility of the Contractor and are not eligible for reimbursement by the State:

1. Mowing right-of-way back of curbs or beyond edge of paved surface on roadway segments which are not access controlled.
2. Litter from right-of-way back of curbs or beyond edge of paved surface on roadway segments which are not access controlled.
3. Storm drainage
4. Traffic control signs and signals and any other traffic control or monitoring devices.
5. Street lighting
6. Street name signs
7. Tree removal and vegetation control on right-of-way back of curbs or beyond edge of paved surface on roadway segments which are not access controlled.
8. Sidewalks

NOTE:

1. Major resurfacing when generally required will be performed by the State as a construction project, in accordance with a program developed after consultation with the Contractor.
2. The State will furnish and maintain route markers through the Municipalities.

ROADWAY SURFACE INVENTORY FOR THE MAINTENANCE OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following Table itemizes the current **total roadway surface area to be maintained in a 12-Month period** to the nearest whole square yard. For a 24-Month contract, the following quantities will be doubled. Routes listed below shall be routinely maintained, swept, or flushed by the Contractor under the terms of this contract. The State agrees to reimburse said Contractor in the amount actually expended for street maintenance, excluding machine mowing and litter removal, not to exceed the calculated maximum reimbursement below.

Approved Maximum Reimbursement Per Square Yard:	\$ 0.17
Total Roadway Surface Area (YD ²):	144,438
Calculated Maximum Annual Reimbursement (Roadway Surface):	\$ 24,554.46
Total Maximum Reimbursement (Roadway Surface):	\$ 49,108.92

Roadway Surface Inventory Worksheet

Route	Street Name	Action	Crossing Boundry Description	Rdwy. Profile Type	Access Control	Beg Log Mile	End Log Mile	Roadway Length(ft.)	Roadway Width(ft.)	Median Width(ft.)	Median Area (yd.^2)	Reimbursible Area (yd.^2)
SR 1	Murfreesboro Road / Nashville Hwy	BEGIN	Davidson Co. Line	1G	No	0	0.2	1,056	97	26	3,050.67	8,272.00
SR 1	Murfreesboro Road / Nashville Hwy			1G	No	0.2	0.8	3,168	108	12	4,224.00	33,616.00
SR 1	Murfreesboro Road / Nashville Hwy			1G	No	0.8	1	1,056	115	16	1,877.33	11,616.00
SR 1	Murfreesboro Road / Nashville Hwy	END	Smyrna City Limits	1G	No	1	3	10,560	109	31	36,373.33	90,933.33
								Total Length (mi.):	3.000	Total Roadway Surface:		144,438

INVENTORY OF ELIGIBLE MACHINE MOWING FOR THE MAINTENANCE
OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following Table itemizes the eligible mowing area in acres to be maintained in a 12-Month period. For a 24-Month contract, the following quantities will be doubled. All eligible mowing areas shall be maintained by the Contractor under the terms of this contract. The State agrees to reimburse said Contractor in the amount actually expended for machine mowing, not to exceed the number of cycles and the price per acre as detailed below.

Approved Mowing Reimbursement Per Acre:	\$ 50.00
Calculated Maximum Annual Reimbursement (Mowing):	\$2,850.00
Total Maximum Reimbursement (Mowing):	\$5,700.00

Mowing Inventory Worksheet							
Route Number	Roadway Type	Begin Termini (LM)	End Termini(LM)	Median Area (acres)	Controlled Access Area (acres)	Segment Total Area (acres)	Contract Segment Total Area (acres)
SR 1	1G	0.0 (Davidson Co. Line	0.2	0.63	0	0.63	3.78
SR 1	1G	0.2	0.8	0.87	0	0.87	5.22
SR 1	1G	0.8	1	0.39	0	0.39	2.34
SR 1	1G	1	3	7.51	0	7.51	45.06
						Total Contract Area (acres):	57

INVENTORY OF ELIGIBLE LITTER REMOVAL FOR THE MAINTENANCE
OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following Table itemizes the eligible **length of litter removal in linear miles to be maintained in a 12-Month period** to the nearest whole square yard. For a 24-Month contract, the following quantities will be doubled. The Contractor shall maintain all eligible linear miles under the terms of this contract. The State agrees to reimburse said Contractor in the amount actually expended for litter removal, not to exceed the number of cycles and the price per linear mile as detailed below.

Approved Litter Reimbursement Per Mile:	\$ 60.00
Calculated Maximum Annual Reimbursement (Litter):	\$ 2,160.00
Total Maximum Reimbursement (Litter):	\$ 4,320.00

Litter Inventory Worksheet										
Route Number	Roadway Type	Beginning Termini (LM)	Ending Termini (LM)	Segment Length (mi.)	Litter Pass Miles Per Segment	Segment Total Litter (mi.)	Price per Litter Mile	Number of Litter Cycles	Contract Segment Total Litter (mi.)	Contract Segment Total Litter (\$)
SR 1	1G	0	3	3	1	3	\$ 60.00	12	36	\$2,160.00
Total Contract Litter (mi.):									36	\$ 2,160.00

CITY MAINTENANCE ROADWAY TYPICAL SECTIONS

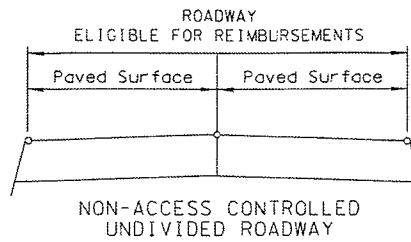


FIGURE 1A

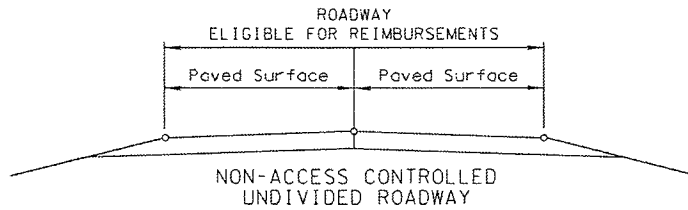


FIGURE 1B

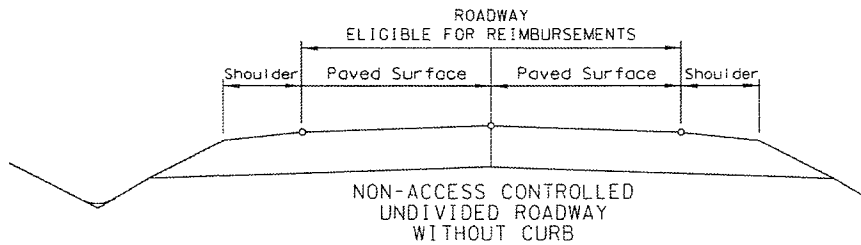


FIGURE 1C

NOTE: IN FIGURES 1A, 1B, AND 1C FOR NON-CONTROLLED ROUTES THE PAVED SURFACE WILL INCLUDE PAVED SHOULDERS.

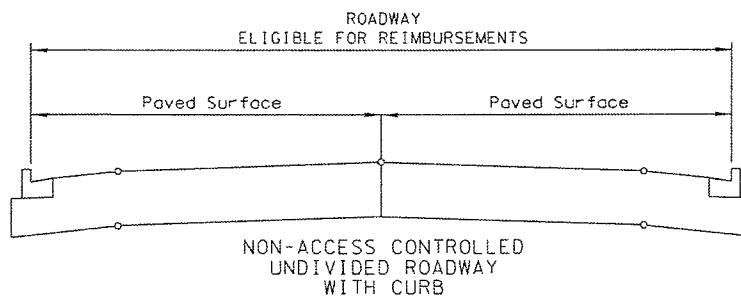


FIGURE 1D

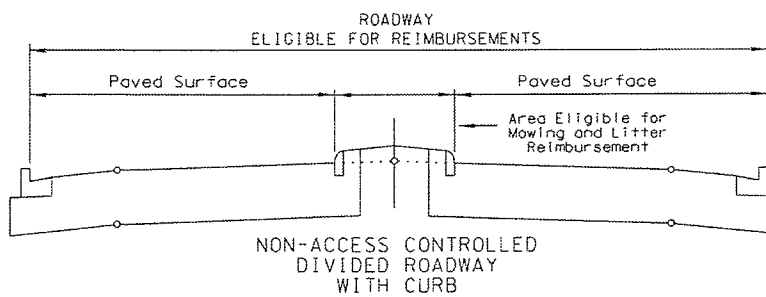


FIGURE 1E

CITY MAINTENANCE
ROADWAY TYPICAL SECTIONS

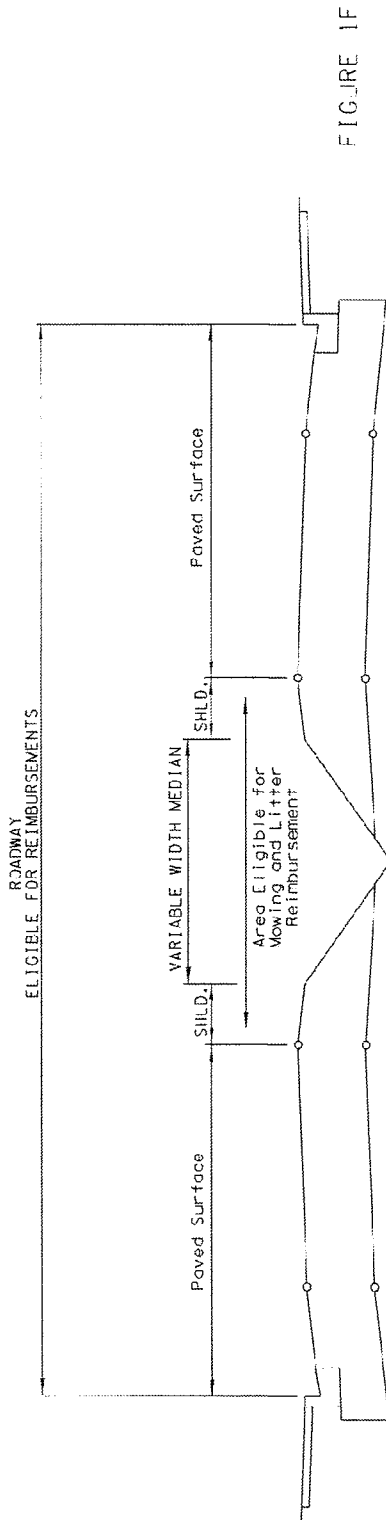


FIGURE 1F

NON-ACCESS CONTROLLED
DIVIDED ROADWAY WITH CURB

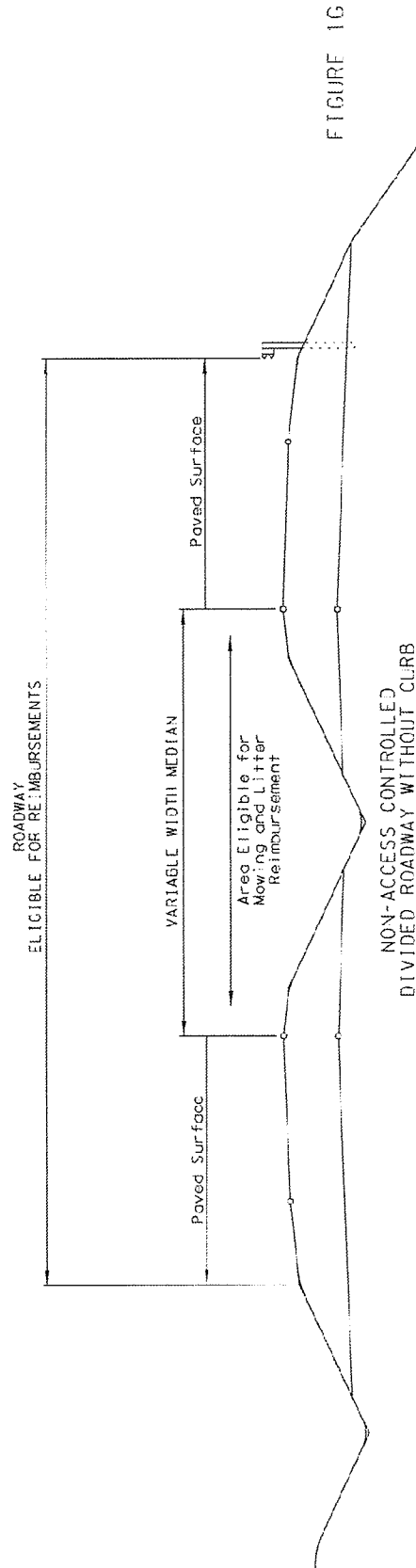


FIGURE 1G

NON-ACCESS CONTROLLED
DIVIDED ROADWAY WITHOUT CURB

NOTE:
IF FIGURES 1F AND 1G FOR NON-ACCESS CONTROLLED ROUTES
THE PAVED SURFACE WILL INCLUDE PAVED SHOULDERS.

CITY MAINTENANCE
ROADWAY TYPICAL SECTIONS

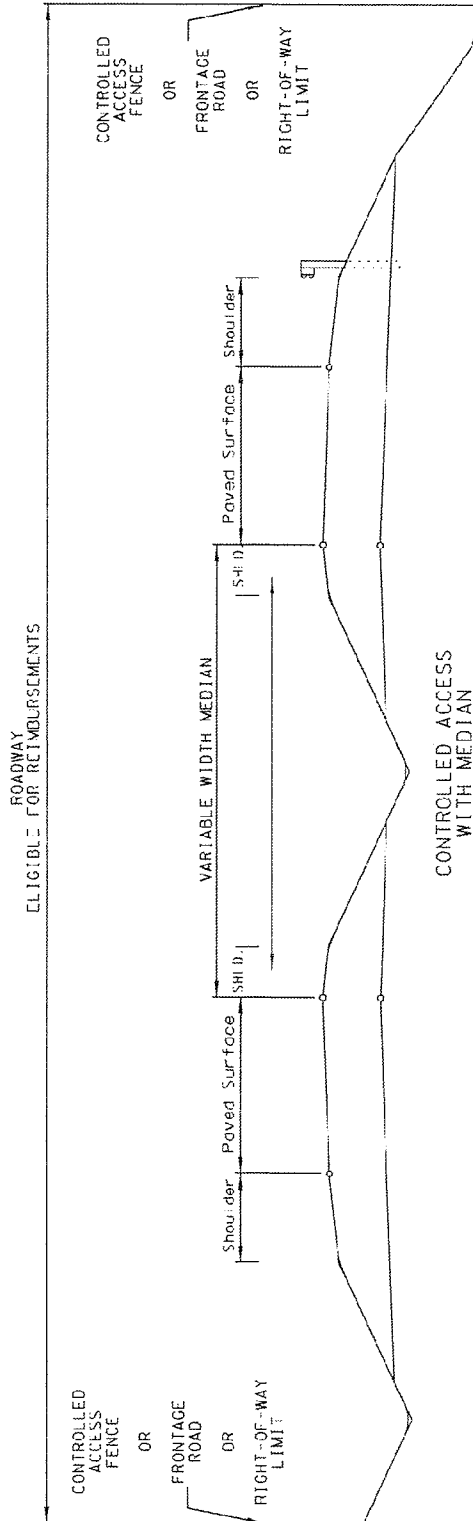


FIGURE 2A

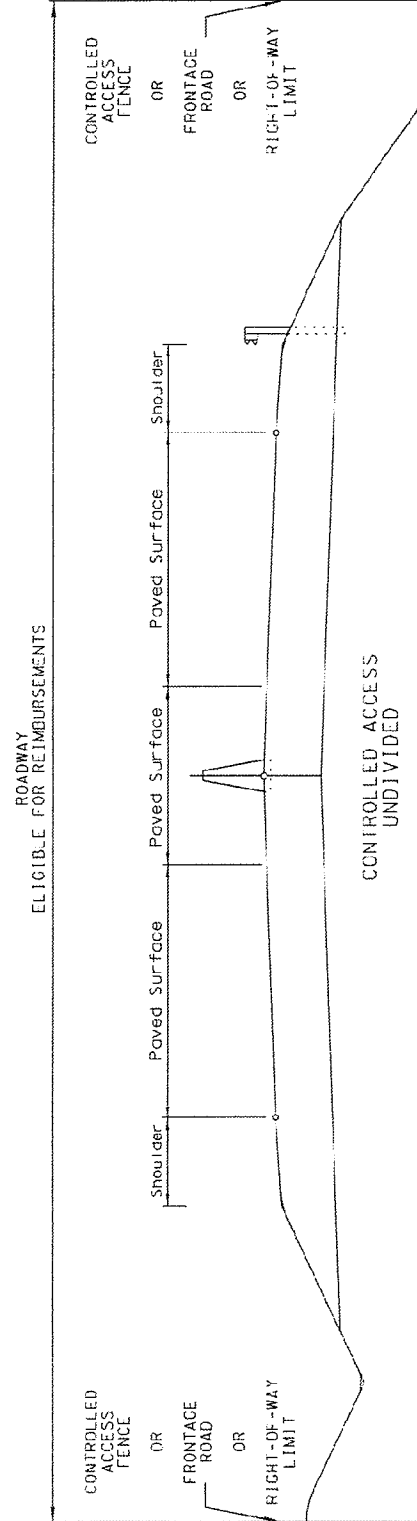


FIGURE 2B

"EXHIBIT B"
MAXIMUM ALLOWABLE EQUIPMENT RATES
2026-2028 FISCAL YEAR

ITEM NO.	DESCRIPTION OF EQUIPMENT	RATE	UNIT
1	SEDAN, POLICE OR FULL SIZE	\$18.00	HR
2	TRUCK, PICKUP	\$20.00	HR
3	TRUCK, ¾ TO 1 TON LIGHT DUTY	\$24.00	HR
4	TRUCK, ¾ TO 1 TON 4X4	\$24.00	HR
5	TRUCK, UTILITY/SERVICE BODY	\$28.00	HR
6	TRUCK, DUMP UP TO 15,000 GVWR	\$70.00	HR
7	TRUCK, DUMP OVER 15,000 UP TO 20,000 GVWR	\$80.00	HR
8	TRUCK, DUMP OVER 20,000 UP TO 40,000 GVWR	\$100.00	HR
9	TRUCK, DUMP TANDEM AXLE OVER 40,000 GVWR	\$120.00	HR
10	TRUCK, STAKE OR FLATBED UP TO 10,000 GVWR	\$30.00	HR
11	TRUCK, STAKE OR FLATBED OVER 10,000 UP TO 20,000 GVWR	\$45.00	HR
12	TRUCK, STAKE OR FLATBED OVER 20,000	\$65.00	HR
13	TRUCK, FLATBED OVER 32,500 GVWR	\$85.00	HR
14	TRUCK, TRACTOR SINGLE AXLE	\$70.00	HR
15	TRUCK, TRACTOR TANDEM AXLE	\$85.00	HR
16	TRUCK, SEWER/CULVERT/CATCH BASIN/ CLEANER (VAC-ALL)	\$165.00	HR
17	SWEEPER, TRUCK MOUNTED	\$200.00	HR
18	SWEEPER, SELF-PROPELLED	\$110.00	HR
19	TRUCK, CRANE	\$65.00	HR
20	TRUCK, EXCAVATOR	\$190.00	HR
21	TRUCK, REFUSE COLLECTION	\$85.00	HR
22	TRACTOR, W/SWEEPER	\$66.00	HR
23	TRACTOR, W/DITCHER	\$125.00	HR
24	TRACTOR, WHEEL	\$100.00	HR
25	CHIPPER, BRUSH	\$70.00	HR
26	TRAILER, TILT	\$9.00	HR
27	TRAILER, PLATFORM OR GENERAL	\$29.00	HR
28	TRAILER, LOW BOY TANDEM	\$21.00	HR
29	JOINT & CRACK SEALING MACHINE	\$55.00	HR
30	ASPHALT RECLAIMER/RECYCLER MACHINE	\$76.00	HR
31	PAVER, ASPHALT SELF-PROPELLED	\$150.00	HR
32	DISTRIBUTOR, ASPHALT, PULL TYPE	\$51.00	HR
33	CHIP SPREADER MACHINE	\$110.00	HR
34	EXCAVATOR, TRACK TYPE (TRACKHOE)	\$165.00	HR
35	DRAGLINES AND CRANES	\$188.00	HR
36	TRACTOR, CRAWLER (DOZER)	\$165.00	HR
37	MOTOR GRADER	\$110.00	HR
38	BACKHOE	\$75.00	HR

"EXHIBIT B"
MAXIMUM ALLOWABLE EQUIPMENT RATES
2026-2028 FISCAL YEAR

ITEM NO.	DESCRIPTION OF EQUIPMENT	RATE	UNIT
40	LOADER, FT END RUBBER TIRED (ARTICULATED) OVER 1 UP TO 1.5 CY	\$110.00	HR
41	LOADER, FT END RUBBER TIRED (ARTICULATED) OVER 1.5 CU. YD.	\$110.00	HR
42	LOADER, FRONT END TRACK TYPE	\$110.00	HR
43	LOADER, SKID-STEER	\$100.00	HR
44	PROFILER, MILLING MACHINE	\$500.00	HR
45	ROLLER, WALK BEHIND	\$8.00	HR
46	ROLLER, STEEL WHEEL, 1 TO 5 TONS	\$100.00	HR
47	ROLLER, STEEL WHEEL, OVER 5 TONS	\$170.00	HR
48	GENERATOR, PORTABLE	\$52.00	HR
49	AIR COMPRESSOR, PORTABLE OR PULL TYPE	\$64.00	HR
50	WELDER, PORTABLE OR PULL TYPE	\$10.00	HR
51	CONCRETE MIXER, PORTABLE OR PULL TYPE	\$60.00	HR
52	CURBING MACHINE	\$140.00	HR
53	PAINT MACHINE, WALK BEHIND	\$70.00	HR
54	PAINT MACHINE, TRUCK MOUNTED (LARGE)	\$175.00	HR
55	THERMOPLASTIC MARKING MACHINE, WALK BEHIND	\$40.00	HR
56	TRAFFIC LINE REMOVER (WATER BLASTER)	\$100.00	HR
57	ARROW BOARD, TRAILER OR TRUCK MOUNTED	\$5.00	HR
58	MESSAGE SIGN, TRAILER MOUNTED	\$5.00	HR
59	LIGHT TOWER, TRAILER MOUNTED	\$30.00	HR
60	TRUCK MOUNTED ATTENUATOR	\$10.00	HR

Equipment reimbursement is based on TDOT and Rental Rate Blue Book rates, using FHWA-approved methods. If equipment is not listed or matched, other industry-standard rates, such as the FEMA Schedule or Department-approved rates, may be used.

"EXHIBIT B"

CITY OF LAVERGNE

MAXIMUM ALLOWABLE LABOR RATES

(To be supplied by the City at this time)

Beginning July 1, 2026 and ending June 30, 2028

Job Title Classification	Low Rate	High Rate
Public Works Director	\$51.60	\$71.42
Street Supervisor	\$32.79	\$45.39
Laborer II	\$20.84	\$28.85
Laborer III	\$23.34	\$32.31
Laborer IV	\$26.14	\$36.18



ITEM REPORT

Board of Mayor and Aldermen

Date: May 28, 2026

Item #: 8.J.	Approve Change Order #5 for the Upper Chaney Woods Interceptor Sewer (Segments 4 and 3) - Revised Final Change Order		
Department:	Engineering	Presented By:	Kyle Brown
Item Attachments:	<ol style="list-style-type: none"> 1. Change Order #5 2. Letter from CTI 		

Purpose:

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

Background:

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

Financial Summary:

The original contract price for this project is \$5,896,082.00. The unit price for the ductile iron pipe includes the material cost and the cost to install the pipe. When deducting the 360 feet of pipe from the contract, the city would recover the material cost paid previously as stored material in the unit price for that line item. To correct this error, the contract is increased by \$57,763.12. The final contract price is now \$5,952,229.80. Overall, the project increased by less than 1 percent from the original contract price.

Staff Recommendation:

Staff recommends approval.

SECTION 00 63 63
CHANGE ORDER

Order No. 5

Date: _____

Agreement Date: _____

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

OWNER: City of La Vergne

CONTRACTOR: Mofield Brothers Construction Co., Inc

The following changes are hereby made to the Contract Documents:

Change to Contract Price

Original Contract Price \$ 5,896,082.00

Current Contract Price adjusted by previous Change Order \$ 5,894,466.68

The Contract Price due to this Change Order will be

increased/decreased by: \$ 57,763.12

The new Contract Price including this Change Order will be \$ 5,952,229.80

Change to Contract Time

The Contract Time will be increased/decreased by 0 calendar days.

The date for completion of all work will be December 18, 2025 (date).

Justification

This change order corrects an error in CO4 that incorrectly deducted the stored material twice from the final amount of the contract.

Approvals Required

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

Accepted by: _____ (Contractor)

Recommended by:  5/18/2026 (Engineer)

Ordered by: _____

(Owner)



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

VIA EMAIL

May 18, 2026

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

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

Dear Mr. Richardson:

Enclosed for consideration and execution, if acceptable, by the City of La Vergne is Change Order Five (5) for the subject project. This change order corrects an error made in Change Order 4. There was an amount of 360 feet of 24-inch ductile iron pipe that was not installed during the project. The material was claimed as a stored material early in construction. The final adjustment in Change Order 4 removed the 360 feet of ductile iron pipe as a separate item, essentially deducting the material cost twice.

The unit price amount for the ductile iron pipe includes the material cost and the cost to install the pipe. When deducting the 360 feet of pipe from the contract the city would recover the material cost paid previously as a stored material in the unit price for that line item. To correct this error the contract is increased by \$57,763.12.

The final contract price is now \$5,952,229.80. Overall, the project increased less than 1 percent from the original contract price.

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

M:CTI:18003/Correspondence/Bruce Richardson Change Order Five (5)

Sincerely,



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

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



ITEM REPORT

Board of Mayor and Aldermen

Date: May 28, 2026

Item #: 8.K.	Approve Change Order #2 with Avenue Grading dba Barlow, Inc. for Waldron Road Sewer Assessment Zone.		
Department:	Engineering	Presented By:	Kyle Brown
Item Attachments:	1. Change Order #2 - Waldron Road Sewer Assessment Zone		

Purpose:

The change order increases the contract time by 35 days to be substantially completed by July 3, 2026. This change order is required due to the shipping delay for the new pump station.

Background:

This project consists of providing for the future growth in the drainage basin along South Waldron Road near the intersection of Blair Road. This project will determine the proper pump station sizing, wet well capacity, interceptor, and force main routes and sizing. This project also forms the basis for an assessment zone to pay for these sewer improvements for the future developments that will be in that area.

Financial Summary:

No financial impact

Staff Recommendation:

Staff recommends approval.



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

VIA EMAIL

May 18, 2026

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

Subject: City of La Vergne, Tennessee
Waldron Road Sewer Assessment Zone
Change Order Two REVISED
CTI Project N21003

Dear Mr. Richardson:

Enclosed for consideration and execution, if acceptable, by the City of La Vergne is Change Order Two (2) for the subject project. The change order increases the contract time by 35 days to be substantially completed by July 3, 2026. This change order is required due to the shipping delay for the new pump station.

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

Sincerely,

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

c: Mr. Kyle Brown, PE, Assistant City Administrator
Mr. Scott Tatalovich, Utilities Engineer
Mr. Michael Dietz, Public Works Director
Mr. Bobby Herrick, Barlow Inc.

CHANGE ORDER

Order No. 2

Date: _____

Agreement Date: April 22, 2025

NAME OF PROJECT: Waldron Road Sewer Assessment Zone

OWNER: City of La Vergne, Tennessee

CONTRACTOR: Avenue Grading, Inc. dba Barlow, Inc.

The following changes are hereby made to the Contract Documents:

Change to Contract Price

Original Contract Price	\$5,655,449.86
Current Contract Price adjusted by previous Change Order	\$5,463,204.33
The Contract Price due to this Change Order will be	
increased/decreased by:	\$ 0.00
The new Contract Price including this Change Order will be	\$5,463,204.23

Change to Contract Time

The Contract Time will be increased/decreased by 35 calendar days.
The date for completion of all work will be July 3, 2026 (date).

Justification

Change Order 2 is required for the increase in construction time. The delivery of the pump station was delayed several weeks. An additional 35 days will be required to complete the project.

Bobby Herrick

Digitally signed by Bobby Herrick
 DN: c=US, E=bobby@barlowinc.com,
 O=Avenue Grading Inc. DBA Barlow Inc.,
 CN=Bobby Herrick
 Location: La Vergne, TN
 Reason: I agree to the terms defined by the
 placement of my signature on this document
 Date: 2026.05.22 09:17:31 -05'00'

Accepted by: _____ (Contractor) (Date)

Recommended by: [Signature] (Engineer) 5/21/2026 (Date)

Ordered by: _____ (Owner) (Date)



ITEM REPORT

Board of Mayor and Aldermen

Date: May 28, 2026

Item #: 9.	First Reading - Ordinance #2026-11 - An Ordinance to Amend Chapter 14 of the La Vergne Zoning Ordinance Regarding Administration and Procedures. (Received a favorable recommendation from the Planning Commission on April 28, 2026. A public hearing will be held at 5:45 p.m. on June 2, 2026.)		
Department:	Planning	Presented By:	Bo Logan
Item Attachments:	1. Ordinance #2026-11 - Amend the City of La Vergne Zoning Ordinance by Amending Chapter 14		

Purpose:

This is an ordinance to amend Chapter 14 of the La Vergne Zoning Ordinance regarding Administration and Procedures.

Background:

This amendment to the zoning ordinance updates the public notice requirements to reflect changes in State law since the new zoning ordinance was adopted.

Financial Summary:

There is no financial impact to the City.

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2026-11

AN ORDINANCE TO AMEND CHAPTER 14 OF THE LA VERGNE ZONING ORDINANCE REGARDING 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 14 of the La Vergne Zoning Ordinance by amending the following portion of Table 14.2 to read as follows:

Application	Published Notice	Mailed Notice	Posted Notice	Timing
Text Amendment	Required	Required	Required	Notice of the public hearing shall be published at least 21 days before the BOMA Public Hearing.
Rezoning (Map Amendment)	Required	Required	Required	Notice of the public hearing shall be published at least 21 days before the BOMA Public Hearing. Mailed notice shall be postmarked at least 21 days prior to the BOMA meeting.

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

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

SECTION IV. 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: May 28, 2026

Item #: 10.	Resolution #2026-17 - Approve a Land Acquisition Policy for Additional Real Property Interests for South Waldron Road Widening Project.		
Department:	Engineering	Presented By:	Gary Lide
Item Attachments:	1. Resolution #2026-17 - Approve a Land Acquisition Policy		

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.

On May 07, 2026, the Board of Mayor and Aldermen approved Resolution #2026-15 which added tracts to the Exhibit 1 document that had been approved with Resolutions #2026-12, #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 \$4,260,810.00. This latest Exhibit 1 adds \$215,655.00 and creates a total value for all batches to date of \$4,476,465.00. (See Exhibit 1)

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2026-17

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, April 7, and May 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 2nd day of June, 2026.

Jason Cole, Mayor

ATTEST:

Joshua Miller, City Recorder

EXHIBIT 1

Waldron Road ROW - Phase 3 Batch 4

Tract #	Property Owners	Tax Map	Property Address	Appraised Value	30-day 10% sign bonus	Total Amount Due Owner
71	Mitch & Deana Frederick	029-034.00	762 Waldron Road, LaVergne, TN 37086	\$15,150.00	\$1,515.00	\$16,665.00
72	Aziz Altamimi	029-034.01	758 Waldron Road, LaVergne, TN 37086	\$83,650.00	\$8,365.00	\$92,015.00
90	Mohammed Mouzory & Tania Carranza	029G-F-055.00	4125 Mountain Top Trail , LaVergne, TN 37086	\$96,400.00	\$9,640.00	\$106,040.00
80	DEBRA P. NEAL	029-032.02	726 Waldron Rd, LaVergne, TN 37086	rev	rev	\$935.00
Total Phase 3 Batch 4				\$195,200.00	\$19,520.00	\$215,655.00

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

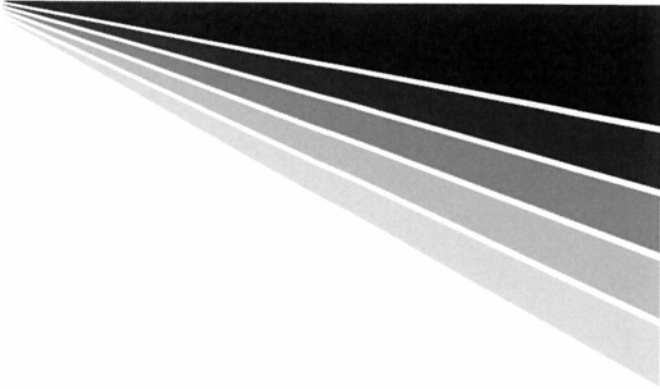


JMT - Johnson, Mirmiran & Thompson, Inc.

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: May 28, 2026

Item #: 11.	Resolution #2026-18 - A Resolution of the City of La Vergne Board of Mayor and Aldermen to Declare Property Owned by the City to be Surplus to the City's Needs and Directing Disposal of the Same.		
Department:	City Administrator	Presented By:	Bruce Richardson
Item Attachments:	1. Resolution #2026-18		

Purpose:

This resolution will authorize items to be declared as surplus to the city's needs and scrapped.

Background:

There are 12 expired turnout gear sets from the Fire Department that are expired and are no longer usable. Additionally, from the IT Department there is a lot of miscellaneous computer equipment, a lot of Dell and Panasonic Toughbook laptops, and a box of Lenovo power supplies.

Financial Summary:

The items will be sold for scrap.

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2026-18

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

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

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

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

<u>Item</u>	<u>Description</u>	<u>VIN / Serial Number</u>
Fire Department		
12 Turnout Gear Sets	12 sets of GLOBE GEXEL turnout gear that are beyond repair.	N/A
IT Department		
1 Lot of Misc. Computer/IT Peripherals	Miscellaneous computers and parts, various make and models. Monitors, PCs, desktop printers, Yealink phones, old flip phones and boxes of various other computer parts and components. Various computers and peripherals used in an office environment. All hard drives have been removed.	N/A
1 Lot of Dell and Panasonic Toughbook/Laptops & a Box of new Lenovo Power Supplies	Condition of the Laptops is unknown, but outdated, Lenovo power supplies are new.	N/A

Section 2. City Administrator directed to dispose of surplus property. In compliance with Section 11.05 of the City of La Vergne Purchasing Policy (Ordinance #2023-01), the City Administrator is hereby authorized to allow the items enumerated in Section 1 of this Resolution to be sold for scrap.

Section 3. Effective Date. This Resolution take effect immediately after its passage, the welfare of the City requiring it.

Resolved this the 2nd day of June, 2026.

CITY OF LA VERGNE, TENNESSEE

Jason Cole, Mayor

ATTEST:

Joshua Miller, City Recorder

**CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM**

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

Item Description:

Year:2014	Manufacturer:Globe	Model #:GEXEL
Serial Number:serials have been worn off		
Description of Use:Turnouts, strctural firefighting gear 12 Sets that are out of date and not able to be used for any activity		
Color:	Tan	Size (L x W x H):
Material:	<input checked="" type="checkbox"/> Cloth <input type="checkbox"/> Vinyl <input type="checkbox"/> Leather <input type="checkbox"/> Metal <input type="checkbox"/> Plastic <input type="checkbox"/> Wood <input type="checkbox"/> Rubber	

Working Condition:

<input type="checkbox"/> Operable	<input checked="" type="checkbox"/> NOT Operable	<input type="checkbox"/> Parts Only	<input type="checkbox"/> Needs Repair	<input type="checkbox"/> Unknown Condition
# of Hours:NA	Equipment was maintained every:NA	<input type="checkbox"/> Hours	<input type="checkbox"/> Days	
Damage:	<input checked="" type="checkbox"/> Major Damage	<input type="checkbox"/> Minor Damage		
Explain Damage or Repairs Needed:Turnout gear was beyond repair and needs to be disposed of				


Hazardous Material:

Could this property be a hazard for the city to sell?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, should this property be sold for Scrap or Solid Waste?	<input type="checkbox"/> Scrap	<input checked="" type="checkbox"/> Solid Waste

Sale Information:

Reason property is no longer needed:	Property is damaged beyond repair or use
Current Estimated Value:	\$0
Suggested Minimum Sale Price:	\$0 DO NOT SELL
Location of Property:	Fire Station 41
For more information, contact:	Matt Frye 615-525-7424

Department Information:

Your Name:Matt Frye	Department:Fire
Signature: 	Date: 04/23/2026

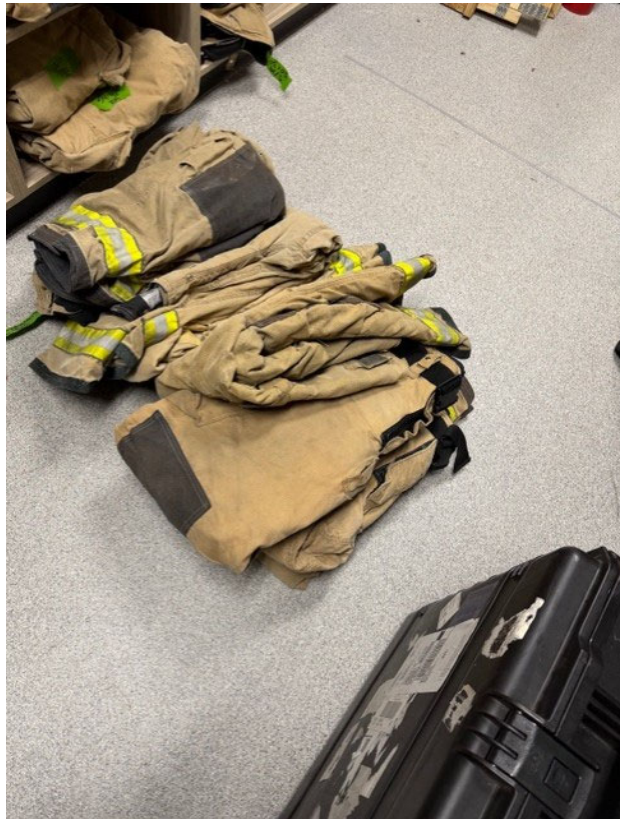
I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution # _____ Date: _____

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

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



**CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM**

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

Item Description:

Year: Various	Manufacturer: Various	Model #: Various
Serial Number: Various		
Description of Use: 1 Lot of miscellaneous computers and parts of various makes and models including monitors, PCs, desktop printers, Yealink phones, old flip phones and boxes of various other computer parts and components. Various computers and peripherals used in an office environment. All hard drives have been removed.		
Color:		Size (L x W x H):
Material:	<input type="checkbox"/> Cloth <input type="checkbox"/> Vinyl <input type="checkbox"/> Leather <input type="checkbox"/> Metal <input type="checkbox"/> Plastic <input type="checkbox"/> Wood <input type="checkbox"/> Rubber	

Working Condition:

<input type="checkbox"/> Operable	<input type="checkbox"/> NOT Operable	<input type="checkbox"/> Parts Only	<input type="checkbox"/> Needs Repair	<input checked="" type="checkbox"/> Unknown Condition
# of Hours:	Equipment was maintained every:		<input type="checkbox"/> Hours	<input type="checkbox"/> Days
Damage:	<input type="checkbox"/> Major Damage	<input type="checkbox"/> Minor Damage		
Explain Damage or Repairs Needed: Working conditions are unknown on most of these items, most are items removed from service due to failure or age.				

Hazardous Material:

Could this property be a hazard for the city to sell?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If yes, should this property be sold for Scrap or Solid Waste?	<input type="checkbox"/> Scrap	<input type="checkbox"/> Solid Waste

Sale Information:

Reason property is no longer needed:	Failure or age
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	CDS
For more information, contact:	Jackie Williams 615-287-8620

Department Information:

Your Name: Jackie Willimas	Department: I.T.
Signature:	Date:

I.T. Department Use Only:

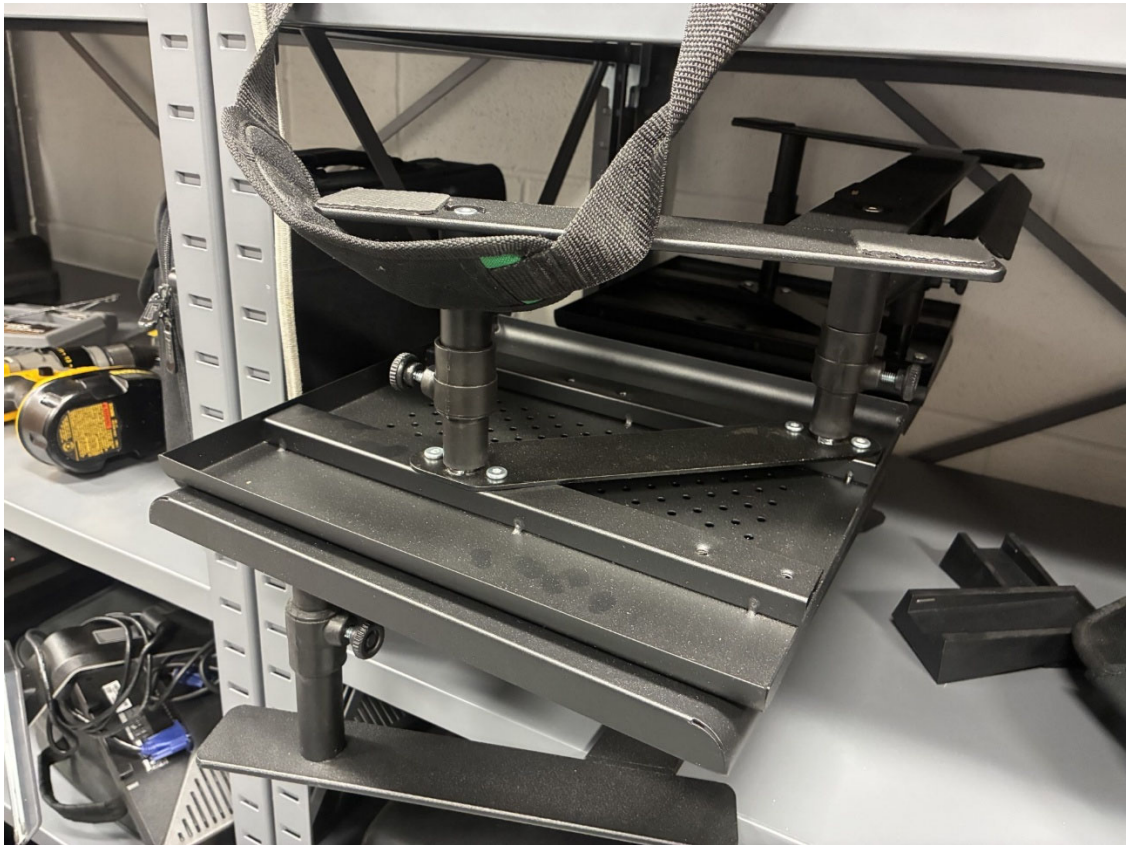
Inventory ID: _____ Asset Number: _____

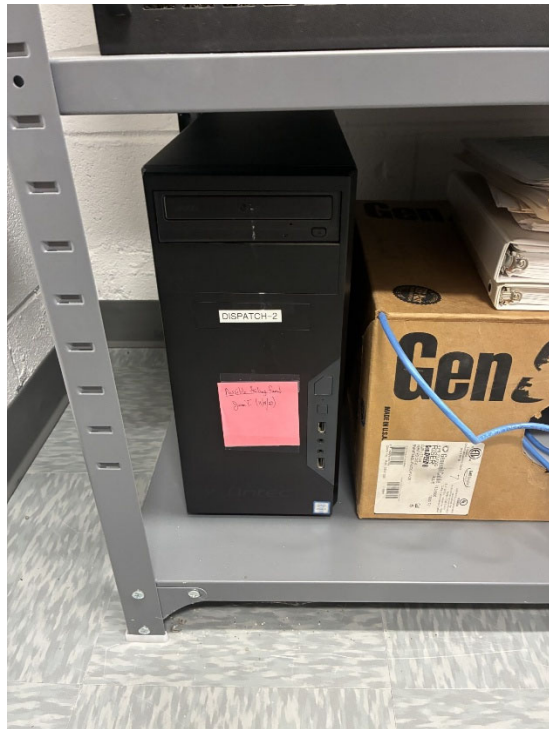
Approved by Resolution # _____ Date: _____

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

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

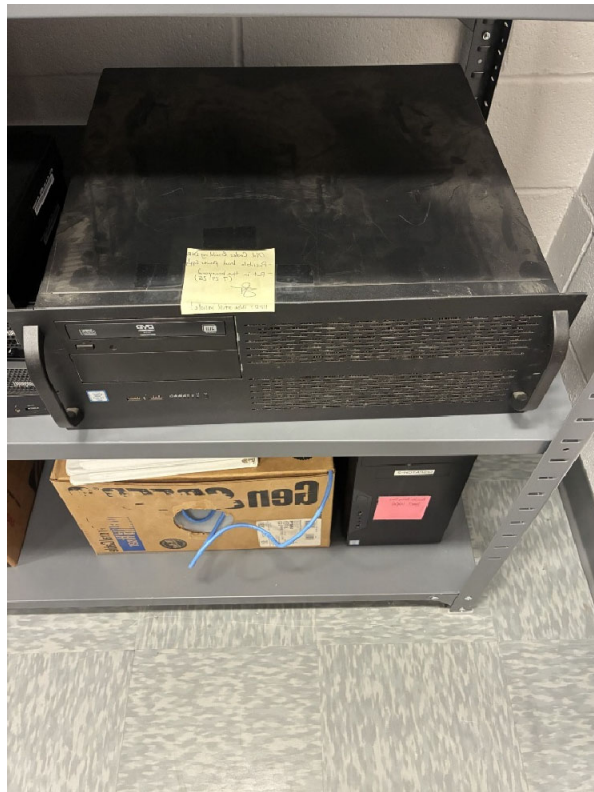
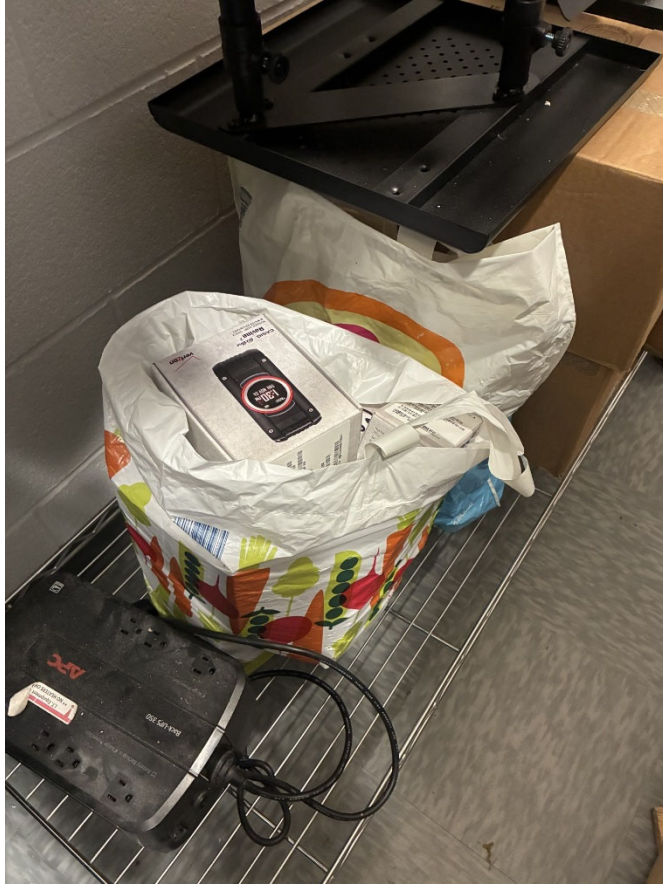












**CITY OF LA VERGNE
GENERAL SURPLUS PROPERTY FORM**

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

Item Description:

Year: Various	Manufacturer: Various	Model #: Various
Serial Number:		
Description of Use: 1 Lot of Dell laptops and Panasonic toughbooks with a box of new Lenovo power supplies.		
Color:		Size (L x W x H):
Material:	<input type="checkbox"/> Cloth <input type="checkbox"/> Vinyl <input type="checkbox"/> Leather <input type="checkbox"/> Metal <input type="checkbox"/> Plastic <input type="checkbox"/> Wood <input type="checkbox"/> Rubber	

Working Condition:

<input type="checkbox"/> Operable	<input type="checkbox"/> NOT Operable	<input type="checkbox"/> Parts Only	<input type="checkbox"/> Needs Repair	<input checked="" type="checkbox"/> Unknown Condition
# of Hours:	Equipment was maintained every:		<input type="checkbox"/> Hours	<input type="checkbox"/> Days
Damage:	<input type="checkbox"/> Major Damage	<input type="checkbox"/> Minor Damage		
Explain Damage or Repairs Needed: Unknown condition on the laptops and toughbooks. Lenovo power supplies are NEW.				

Hazardous Material:

Could this property be a hazard for the city to sell?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If yes, should this property be sold for Scrap or Solid Waste?	<input type="checkbox"/> Scrap	<input type="checkbox"/> Solid Waste

Sale Information:

Reason property is no longer needed:	Replaced due to failure or age
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	
For more information, contact:	

Department Information:

Your Name: Jackie Willimas	Department: IT
Signature:	Date:

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution # _____ Date: _____

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

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







ITEM REPORT

Board of Mayor and Aldermen

Date: May 28, 2026

Item #: 12.	Resolution #2026-19 - A Resolution to Write-Off Water Department Bad Debts.		
Department:	Finance	Presented By:	Danielle Brown
Item Attachments:	1. Resolution #2026-19 - Resolution to Write Off Water Department Bad Debts		

Purpose:

This is a Resolution to write off water department bad debts.

Background:

This is something that the city must do each year. This will write off water department bad debts in the amount of \$129,487.85 that are uncollectible.

Financial Summary:

This will write off \$129,487.85 in uncollectible bad debts.

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2026-19

A RESOLUTION TO WRITE OFF WATER DEPARTMENT BAD DEBTS.

WHEREAS, The City of La Vergne Water Department has multiple water accounts that are past due and are listed as uncollectible, and

WHEREAS, various efforts have been made in the past to collect on these accounts; and

WHEREAS, the City of La Vergne needs to write off these bad debts that total \$129,487.85.

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

SECTION 1: That the accounts listed in Exhibit A be written off as bad debts. Exhibit A shall be attached to this Resolution and shall be made a part of this resolution as though copied herein.

SECTION 2: That this resolution shall take effect from and after its passage, the welfare of The City of La Vergne requiring it.

Resolved this the 2nd day of June, 2026.

Jason Cole, Mayor

ATTEST:

Joshua Miller, City Recorder

**CITY OF LA VERGNE
FISCAL YEARED ENDED 06/30/2026 WRITE-OFFS**

EXHIBIT A

Identifier	Name	Collection	Amount
1	Aaron Kaleo Brent Baring Austin Kaleo	FOX	\$ 109.27
2	Abdelnore, Eva	FOX	\$ 614.34
3	Acevedo-Martinez/Orozco,Jennifer/Edilberto	FOX	\$ 536.16
4	Agemasu Felate Ayalness Mekuria	FOX	\$ 94.86
5	Aide Hernandez Coutino Veronica Hernandez Coutino	FOX	\$ 419.99
6	Alana Thomas Candice Cason Kaitlyn Edwards	FOX	\$ 335.05
7	Alba Isabel Escobar Anariba Franklin Jose Santos Santos	FOX	\$ 113.93
8	Aleidy Ruby Mendoza Perez Santos Cecilia Perez Perez	FOX	\$ 500.41
9	Alex Yobany Mendez Perez	FOX	\$ 205.38
10	Alexis Vargas Balcazar, Hermilio Ramirez Cruz, David Ramos Vazques	FOX	\$ 121.41
11	Allison, Lance T	FOX	\$ 142.29
12	Alnecia Cason	FOX	\$ 227.28
13	Amelia Cannon, Jah'Leik Mack	FOX	\$ 57.04
14	Anabel Hernandez		\$ 252.07
15	Anayo Onyeahiolam	FOX	\$ 71.86
16	Andrea Delcid Hector Canicales Reina Cruz Bryan Sixco Kevin Sixco	FOX	\$ 52.05
17	Andrea Rivers	FOX	\$ 267.15
18	Andrews, Dianna/Lee	FOX	\$ 275.01
19	Angel Navarro	FOX	\$ 291.56
20	Angela Galvis Suarez Gonalo Pateti	FOX	\$ 197.26
21	Angeline / Reynaldo Camacho	FOX	\$ 174.96
22	Anitra Craig	FOX	\$ 177.21
23	Anna Eskander	FOX	\$ 218.06
24	Antonio Casey	FOX	\$ 377.67
25	Antonio Shephard	FOX	\$ 338.30
26	Antonius Tawfik	FOX	\$ 47.43
27	Antreisia Taylor Del-Zario Colvin	FOX	\$ 51.99
28	Appliances R Us	FOX	\$ 662.76
29	Armando Simon Aguilar Alfredo Simon Aguilar	FOX	\$ 321.33
30	Armia Saber		\$ 279.76
31	Arturo Barcenas Mendoza	FOX	\$ 182.50
32	Ashli Yarrito Joe Yarrito	FOX	\$ 624.40
33	Asianette Steele Howard Steele	FOX	\$ 79.93

**CITY OF LA VERGNE
FISCAL YEARED ENDED 06/30/2026 WRITE-OFFS**

EXHIBIT A

Identifier	Name	Collection	Amount
34	Ausencio Badillo Arteaga Christina Romero	FOX	\$ 99.29
35	Avery Miller	FOX	\$ 331.55
36	Awad/Labeb, Hamy/Naglan	FOX	\$ 68.18
37	Aziz/Danial, Adel/Mariem	FOX	\$ 580.41
38	Bailey, Courtney		\$ 55.75
39	Barlow, Shareka	FOX	\$ 78.13
40	Bartolome Perez Perez Maria Lucas Perez		\$ 977.01
41	Basham, Merrie	FOX	\$ 52.05
42	Bellorin, Jasmina	FOX	\$ 473.54
43	Berm Fw Residential Home Buyer Nashville Llc	FOX	\$ 162.80
44	Beverly / Jene Buchanan	FOX	\$ 275.97
45	Bianca Lewis		\$ 150.41
46	Bilewane Bilungu	FOX	\$ 521.32
47	Billingsley, Rachel L	FOX	\$ 599.43
48	Bingham, Tena	FOX	\$ 138.52
49	Blanton/Bobbitt, Brenda/Stephanie	FOX	\$ 398.54
50	Bolden, Michael	FOX	\$ 49.55
51	Bonilla, Rosa	FOX	\$ 117.63
52	Brady, Timothy	FOX	\$ 109.09
53	Brandon/Destiny Meredith	FOX	\$ 528.05
54	Brenda Maritza Rivera Rodriguez Elias Martinez Santiago	FOX	\$ 339.45
55	Brewer, John	FOX	\$ 282.64
56	Brianna Stewart Anthony Murden	FOX	\$ 57.04
57	Brittany Beaudion	FOX	\$ 474.96
58	Brittany Brown Eric Brown	FOX	\$ 411.87
59	Britton, Jerrika	FOX	\$ 166.53
60	Bryan Anthony Nieves Febus	FOX	\$ 177.47
61	Buice, Sheree/Keith	FOX	\$ 57.04
62	Burns / Anderson , Rachelle / Jason	FOX	\$ 320.80
63	Burrell/Williams, Sheronda/Nicole	FOX	\$ 266.14
64	Bush/Tonya, Marlon/Melton	FOX	\$ 171.14
65	Carl Pirtle Jr	FOX	\$ 163.52
66	Carlos E Rivero Soto Charina De Jesus Sivira	FOX	\$ 62.43
67	Carlos Morales Morales	FOX	\$ 235.71
68	Carlos Roberto Hernandez Torres		\$ 52.05
69	Casey Tomlinson	FOX	\$ 166.13
70	Catapult Real Estate	FOX	\$ 321.27

**CITY OF LA VERGNE
FISCAL YEARED ENDED 06/30/2026 WRITE-OFFS**

EXHIBIT A

Identifier	Name	Collection	Amount
71	Catrina Washington Tianna Carter	FOX	\$ 57.04
72	Cesar Chavarria Mendoza Maria Del Socorro Salazar Ramirez	FOX	\$ 91.40
73	Cesar Cristales Zetino Yesica Mendoza		\$ 160.66
74	Cesar P Tovar Paz	FOX	\$ 101.23
75	Chastina Williams	FOX	\$ 618.63
76	Chavez, Adrian	FOX	\$ 277.37
77	Chho, Pekha	FOX	\$ 114.08
78	Chonte Larkin	FOX	\$ 143.32
79	Christina Decay Adaneke Palmer	FOX	\$ 178.27
80	Christopher Curry, Christopher James	FOX	\$ 322.68
81	Christopher Hill Brittany Hill	FOX	\$ 176.39
82	Cicely Cox	FOX	\$ 357.91
83	Cindy Hernandez Garcia	FOX	\$ 117.67
84	Cinthy Alarcon Cisnero Alinson Guerrero Ramirez	FOX	\$ 644.16
85	Cj Management & Consulting, Llc	FOX	\$ 141.58
86	Clark, Charles	FOX	\$ 1,293.80
87	Clemons, Victor	FOX	\$ 208.20
88	Cody Hayden Beckett, Paola Ocanto Molina	FOX	\$ 121.00
89	Colby Gustafson / Kelly Weaver	FOX	\$ 156.15
90	Complete Real Estate, Llc		\$ 47.06
91	Coombs/Reid, Quacie/Alverine	FOX	\$ 245.39
92	Corey Hammonds	FOX	\$ 300.61
93	Coursey, Gary	FOX	\$ 52.05
94	Courtney, Larry	FOX	\$ 104.10
95	Craig King	FOX	\$ 637.92
96	Cristo Hernandez Diana Mendez	FOX	\$ 430.91
97	Cruz, Jose	FOX	\$ 286.69
98	Cupertino Romero Amayo Diego Zavaleta	FOX	\$ 322.82
99	Daffany Baker	FOX	\$ 382.03
100	Daisy Vargas	FOX	\$ 274.38
101	Dakota Hodges / Christian Waynick	FOX	\$ 76.64
102	Danny Williams Ii, Tiyhereigna Harris	FOX	\$ 124.38
103	Darron Brown, Carolyn Brown-Banks	FOX	\$ 325.22
104	David Antonio Chourio Mendoza	FOX	\$ 346.15
105	David Groves Ii	FOX	\$ 217.84
106	Davidson, Glenda	FOX	\$ 45.04
107	Deanna Lynn Palmer	FOX	\$ 219.51

**CITY OF LA VERGNE
FISCAL YEARED ENDED 06/30/2026 WRITE-OFFS**

EXHIBIT A

Identifier	Name	Collection	Amount
108	Debbie Whitson, Tyrone Whitson	FOX	\$ 118.92
109	Delgado-Ales/Ramos-Moregon, Anabel/Yunier		\$ 145.91
110	Diaz-Muniz, Ismael	FOX	\$ 400.54
111	Diego Delgado	FOX	\$ 827.89
112	Dixon, Antonio	FOX	\$ 205.75
113	Don Ward Shelia R. Ward	FOX	\$ 180.09
114	Dontarious Baccus	FOX	\$ 50.41
115	Donte Brandon	FOX	\$ 414.20
116	Dumas, Angelia	FOX	\$ 431.96
117	Durfee, Madaline	FOX	\$ 343.70
118	Dustin Winstead	FOX	\$ 332.01
119	Dwayne Logan	FOX	\$ 336.43
120	Dwayne Darden	FOX	\$ 171.33
121	Ebon Gaines	FOX	\$ 57.04
122	Ebony Rainey Brandon Monroe	FOX	\$ 1,676.52
123	Edgar Tovar Frances Frander Marino Sanabria	FOX	\$ 138.83
124	Eduardo Garcia Florez Yired Ponce	FOX	\$ 138.56
125	Elizabeth Hendrix	FOX	\$ 47.43
126	Elvin Nahun Arita	FOX	\$ 266.29
127	Eneyda Prado Arauz Jose Martinez	FOX	\$ 457.85
128	Enriquez, Vicente	FOX	\$ 260.00
129	Ericka Alvarado, Herbert Weatherspoon	FOX	\$ 25.00
130	Eunice Lisseth Ramierz Espinoza Elena Elizabeth Espinoza	FOX	\$ 261.77
131	Eusebio Ruiz Velasquez	FOX	\$ 711.39
132	Ez Leasing Llc		\$ 912.02
133	Ezaz Noori	FOX	\$ 190.18
134	Felipe Gonzalez Escobar	FOX	\$ 99.42
135	Ferby, Erica	FOX	\$ 47.43
136	Fiallos, Tonya	FOX	\$ 388.89
137	Fitsum Worku Tafesse	FOX	\$ 47.43
138	Franklin Adonay Cuellar Garcia		\$ 70.50
139	Franklin, Thelma	FOX	\$ 247.19
140	Fredda M. Saade Avendano Angel D. Marquez	FOX	\$ 591.18
141	Fredy Arnoldo Aguilar Moreno Kely Moreno	FOX	\$ 51.54
142	Fredy Torres Ramirez	FOX	\$ 144.02
143	Gabriela Elena Ion Aurel Ion		\$ 182.78
144	Gapa, Thomas	FOX	\$ 300.81

**CITY OF LA VERGNE
FISCAL YEARED ENDED 06/30/2026 WRITE-OFFS**

EXHIBIT A

Identifier	Name	Collection	Amount
145	Gavin Sacco William Key	FOX	\$ 511.64
146	Genesis Elizabeth Lemus	FOX	\$ 89.34
147	GeysseL Roque Liliana Ramos	FOX	\$ 350.82
148	Ghobrial/Gerges, Hermina/Merna		\$ 51.99
149	Gibson Henriquez Lopez Esdras Henriquez Lenyn Martinez	FOX	\$ 131.16
150	Gonzalez-Ixcopa, Elivia V	FOX	\$ 814.09
151	Graciela Carreon S		\$ 160.24
	Grand Total		\$ 41,016.85
152	Grays Auto Parts	FOX	\$ 931.21
153	Hailey Adkison Kendall Smith	FOX	\$ 281.04
154	Hailey Turner	FOX	\$ 191.84
155	Hajir Mahal, Ali Mahal Hanaa Sabeh Alaemari	FOX	\$ 145.91
156	Hall, Angie	FOX	\$ 153.15
157	Hall, Shelbi	FOX	\$ 344.89
158	Hanna Haroun	FOX	\$ 113.62
159	Harmony Clough Matthew Grow		\$ 167.29
160	Harper/Edwards, Jennifer/Robert	FOX	\$ 166.45
161	Harvey, Lora/David	FOX	\$ 219.28
162	Hawkins, Marcella	FOX	\$ 223.37
163	Hayes, Kristen H		\$ 132.39
164	Haynie, Kirstan	FOX	\$ 197.59
165	Heather Henn	FOX	\$ 369.68
166	Hekmatullah Hekmat	FOX	\$ 600.31
167	Hennen, Romany S		\$ 213.94
168	Hernandez-Schultz/Pruitt,Nicholas/Kylie	FOX	\$ 70.50
169	Hillary Plata Guillen	FOX	\$ 198.38
170	Holt, Miquelyn	FOX	\$ 51.99
171	Humphreys, Mary L	FOX	\$ 94.86
172	Husam Alkhayyat	FOX	\$ 57.04
173	Hussein, Idress	FOX	\$ 179.56
174	Ida Horton	FOX	\$ 220.08
175	Indraneel Suggala	FOX	\$ 84.54
176	Inman, Thadeus	FOX	\$ 428.27
177	Irving Diaz Velazquez	FOX	\$ 138.32
178	Ivan Reyes Molina	FOX	\$ 413.37
179	J. Matilde Rayo Pedro Navaro	FOX	\$ 113.64
180	Jackson, Travis	FOX	\$ 398.09

**CITY OF LA VERGNE
FISCAL YEARED ENDED 06/30/2026 WRITE-OFFS**

EXHIBIT A

Identifier	Name	Collection	Amount
181	Jackson/Smith, Ashley/Jimmy	FOX	\$ 162.56
182	Jacob Woodland	FOX	\$ 378.57
183	Jalenska Cheatham	FOX	\$ 553.68
184	James / Tina Mcroberts	FOX	\$ 308.47
185	Jaqueline Velez Cristian Garcia Rocio Robles	FOX	\$ 374.14
186	Jeffrey Cisna	FOX	\$ 79.49
187	Jeffrey, Ashley	FOX	\$ 108.98
188	Jenkins, Terrance	FOX	\$ 180.04
189	Jennifer Upchurch Brett Calhoun	FOX	\$ 408.14
190	Jeordan Ferreiro	FOX	\$ 225.89
191	Jephte Philippe Malaica Philippe Farana Roba	FOX	\$ 152.52
192	Jesi Whitley	FOX	\$ 451.84
193	Jessica Bell Dillon Bell	FOX	\$ 795.40
194	Jessica Ipina Cruz	FOX	\$ 112.94
195	Jessica Retic	FOX	\$ 347.95
196	Jessica Sanchez	FOX	\$ 130.25
197	Jesus Bahena Palma	FOX	\$ 136.35
198	Jesus Rivera Vite	FOX	\$ 446.62
199	Jhonny E Corado	FOX	\$ 168.04
200	Joan Mitchell Isaac Jones	FOX	\$ 77.05
201	John Kennedy Tubbs	FOX	\$ 82.63
202	John Mansy	FOX	\$ 74.71
203	Johnson, Alexis	FOX	\$ 247.45
204	Johnson, Stephen	FOX	\$ 296.85
205	Johnson-El / Martin, Jauhara / Edward	FOX	\$ 633.15
206	Johnte Anthony Tanisha Anthony	FOX	\$ 126.39
207	Johnte Anthony Tanisha Anthony	FOX	\$ 47.43
208	Jonas Guillermo Mendoza Garcia Omar Velazquez Silva	FOX	\$ 198.84
209	Jonathon Ryan Jones	FOX	\$ 189.72
210	Jorgi Pacheco Sanchez	FOX	\$ 897.29
211	Jose Chavarria	FOX	\$ 47.43
212	Jose Gregorio Leon Lizarazo Karla Alejandra Marquez Jhon Endris Mora Molina	FOX	\$ 138.83
213	Jose Jesus Lezama Valderrama Carlos Marquez Ramirez	FOX	\$ 235.55
214	Jose Rigoberto Alfaro Ruiz	FOX	\$ 322.10
215	Joseph Ghatta-Botros	FOX	\$ 47.43

**CITY OF LA VERGNE
FISCAL YEARED ENDED 06/30/2026 WRITE-OFFS**

EXHIBIT A

Identifier	Name	Collection	Amount
216	Josue Acosta Avalos	FOX	\$ 423.89
217	Joyner, Melissa	FOX	\$ 51.99
218	Juan Carlos Calo Camaja		\$ 215.58
219	Juan Vega Flores		\$ 412.24
220	Juares-Marquez, Edin	FOX	\$ 609.63
221	Julio Cesar Anez Martinez Cesar Anez Martinez	FOX	\$ 527.52
222	Karen Lee	FOX	\$ 146.85
223	Kayla Beckwith Kaleema Beckwith	FOX	\$ 55.75
224	Keena Frye Claudette Robinson	FOX	\$ 145.95
225	Kelly Anderson Timothy Anderson	FOX	\$ 287.91
226	Kelly, Thomas	FOX	\$ 114.08
227	Kendle Petrie Matthew St. Germain		\$ 565.94
228	Kendra Shanklin	FOX	\$ 197.58
229	Kenneth Munos Zelaya		\$ 165.59
230	Kentoriyas Verser	FOX	\$ 107.34
231	Kenyatta Denton Darius Denton	FOX	\$ 376.77
232	Keshaun Calloway Madison Wright	FOX	\$ 194.28
233	Kevin Hernandez	FOX	\$ 418.19
234	Khaled Bagul	FOX	\$ 52.05
235	Kianah Norfolk	FOX	\$ 1,527.20
236	Kier Ding Nuyok Ding	FOX	\$ 301.11
237	Kiera S Smartt	FOX	\$ 593.25
238	Kiesha Payton	FOX	\$ 239.40
239	Kincaid, Latorie	FOX	\$ 281.99
240	Kinnie-Sanders, Kimberly	FOX	\$ 361.94
241	Kirtrell Brown	FOX	\$ 165.98
242	Kori Trout Mrs Mary Mcconaughey	FOX	\$ 103.98
243	Kristin Dupont	FOX	\$ 62.43
244	Kristy Setzer	FOX	\$ 742.18
245	L & M Cabinet Shop	FOX	\$ 1,473.10
246	Lake Forest Homes, Inc.	FOX	\$ 428.21
247	Lataveya L Vault	FOX	\$ 349.38
248	Lawrence, Victoria		\$ 320.91
249	Lewis, Anastasia	FOX	\$ 1,132.73
250	Liancy Alvarez Ruiz Reinier Garcia Garcia	FOX	\$ 625.92
251	Linnieann Harville Emidio Domingo	FOX	\$ 96.00
252	Lizbet Bustillos Maldonado Rodolfo Escalera Vargas	FOX	\$ 599.96
253	Love, Dia	FOX	\$ 104.10

**CITY OF LA VERGNE
FISCAL YEARED ENDED 06/30/2026 WRITE-OFFS**

EXHIBIT A

Identifier	Name	Collection	Amount
254	Lucy Adok	FOX	\$ 135.12
255	Lumber Liquidators		\$ 180.06
256	Luminita Potcoava Adrian Tudor	FOX	\$ 1,717.66
257	Lurvin Mendez	FOX	\$ 186.00
258	Madison Renee Bolling	FOX	\$ 196.42
259	Mailyn Argueta Francisca Romero	FOX	\$ 185.10
260	Maldonado Regalado, Orbin	FOX	\$ 1,229.79
261	Malika Dorsey	FOX	\$ 186.14
262	Malone, Samuel	FOX	\$ 109.09
263	Mareo J Franklin Bobbie J Brown	FOX	\$ 197.13
264	Maria F Sanchez Soto	FOX	\$ 215.30
265	Maria I Reyes	FOX	\$ 51.99
266	Maria Lilian Flores Membreno	FOX	\$ 90.73
267	Maria Ortiz Shawn Caruthers	FOX	\$ 60.66
268	Maria Riddle Michael Newman	FOX	\$ 460.30
269	Mariam Gawargi	FOX	\$ 277.70
270	Marianny Yatzury Parra Timaure Yestiree Moyetones Carlos Sanchez Juan Sanchez Yonathan Sanchez	FOX	\$ 106.87
271	Marin/Veronica, Tafoya/Jeff	FOX	\$ 125.84
272	Mario Enrique Del Sol Acevedo Jany Del Sol Castro	FOX	\$ 599.20
273	Mario Irvin Magallanes	FOX	\$ 296.18
274	Marius Tranca	FOX	\$ 1,699.57
275	Marlen Muniz Reyes Yony Gomez	FOX	\$ 116.31
276	Marlon Geovany Valle Rivera	FOX	\$ 984.90
277	Marlon Young	FOX	\$ 220.58
278	Marsh/Petway, Montreil/Juantisa	FOX	\$ 624.84
279	Marshall, Latia	FOX	\$ 52.05
280	Marta I Maldonado Ferrufino	FOX	\$ 47.43
281	Martin, Sharon	FOX	\$ 325.10
282	Martin, Thomas J	FOX	\$ 325.16
283	Martinez, Victor/Luis Sustaita	FOX	\$ 57.04
284	Marvin Funez / Deyci Yanes		\$ 103.69
285	Mason Paul Eleanor Gauthier	FOX	\$ 51.99
286	Matthews, Chantay	FOX	\$ 218.29
287	Mattis, Faith	FOX	\$ 377.15
288	Mccree-Gordon, Toralia	FOX	\$ 658.91
289	Mcgee/Wilson, Demetrice/Mario	FOX	\$ 49.71
290	Mch Sfr Property Owner 4 Llc	FOX	\$ 94.27

**CITY OF LA VERGNE
FISCAL YEARED ENDED 06/30/2026 WRITE-OFFS**

EXHIBIT A

Identifier	Name	Collection	Amount
291	Mckissack/Armstrong, Darryl/Kimberly	FOX	\$ 499.26
292	Megan Meade / Brandon Turner	FOX	\$ 171.64
293	Megan Tipton	FOX	\$ 121.47
294	Mejia, Douglas	FOX	\$ 52.05
295	Mejia-Flores, Manrique	FOX	\$ 53.12
296	Melbra Sharpe-Rachell		\$ 47.06
297	Michael Peek Jr	FOX	\$ 52.05
298	Michael Reyes Diana Macin	FOX	\$ 69.17
299	Mike Rivera / Macedonio Ramirez-Rodriguez		\$ 156.15
300	Mina Botrous Yacoub, Mary Magdy Farhat Shehat	FOX	\$ 224.95
301	Mitchell/Gibson, Ashley/Gregory	FOX	\$ 142.29
302	Mitchell/Gray, Savannah/Donald	FOX	\$ 57.04
303	Mohamoud, Abdelrahman	FOX	\$ 860.64
304	Monica Jackson	FOX	\$ 356.92
305	Monica Kaina Noyola Rosas	FOX	\$ 132.62
306	Morris Property Management	FOX	\$ 279.57
307	Murillo-Tabora / Murillo, Bertha / Henry	FOX	\$ 88.94
308	Murray, John	FOX	\$ 218.18
309	Murshed Shakir Nawrooz Jasim	FOX	\$ 193.63
310	Music City Repair	FOX	\$ 323.22
311	Namaha, Llc	FOX	\$ 177.56
312	Narossiell Jervonne Shannon, Latonya Dotson	FOX	\$ 187.39
313	Natalie Tyler Blake Burckhard Jackson Forrest	FOX	\$ 55.75
314	Nazren Habte Kenna Temesgen		\$ 207.91
315	Neftali Garcia Ranferi Renteria		\$ 428.91
316	Nicholas R Brown Bartina Hart	FOX	\$ 273.75
317	Nicole Cull Kevin Cull	FOX	\$ 162.30
318	Noonan, Sidina / Dillard, Maurice	FOX	\$ 1,089.88
319	Nuana Dunlap, Eleanor Bentley		\$ 158.61
320	Nurbia Rodriguez Nelson J Ramirez Murillo	FOX	\$ 47.43
321	Oeser, Connie	FOX	\$ 117.59
322	Oke, Olukayode / Latasha Oke	FOX	\$ 348.26
323	Olga Marina Pop Pop De Ical	FOX	\$ 585.98
324	Olimpia Villatoro Santos, Josue Harnandez	FOX	\$ 184.40
325	Oliver, Rebecca	FOX	\$ 166.13
326	Onandi Villanueva Posadas	FOX	\$ 232.38
327	Oscar Robles	FOX	\$ 897.61
328	Overcast, Danielle/Travis	FOX	\$ 111.45

**CITY OF LA VERGNE
FISCAL YEARED ENDED 06/30/2026 WRITE-OFFS**

EXHIBIT A

Identifier	Name	Collection	Amount
329	Ows Alhussany	FOX	\$ 253.50
330	Paige Pheney Robert Russell	FOX	\$ 394.92
331	Pamela Bradford Angela Bradford	FOX	\$ 52.16
332	Parker, Deborah	FOX	\$ 163.91
333	Patricia Bradford, Ted Hudson	FOX	\$ 94.86
334	Peppers Holdings, Llc	FOX	\$ 47.43
335	Perkins, Ericka	FOX	\$ 868.24
336	Process Welding Svc	FOX	\$ 106.22
337	Pruitt, Larry	FOX	\$ 150.82
338	Quiroa, Byron	FOX	\$ 52.05
339	Rager, Amanda	FOX	\$ 447.68
340	Rajesh Pereira Jenifer Pereira	FOX	\$ 52.05
341	Ramirez, Alex	FOX	\$ 57.04
342	Ramirez-Marquez, Rebeca	FOX	\$ 462.86
343	Ramon Mendoza Portilla	FOX	\$ 393.32
344	Ramonia Greene Henry Greene Amirah Joyner	FOX	\$ 325.36
345	Raul Morelos Chavez	FOX	\$ 377.23
346	Reeves, Tyler	FOX	\$ 114.08
347	Rene Alfaro	FOX	\$ 477.73
348	Residential Home Buyer E Nashville Llc	FOX	\$ 152.81
349	Residential Home Buyer Nashville Llc	FOX	\$ 264.16
350	Residential Home Buyer Nashville Llc	FOX	\$ 217.59
351	Residential Home Buyer Nashville Llc	FOX	\$ 210.77
352	Residential Home Buyer Nashville Llc	FOX	\$ 180.08
353	Residential Home Buyer Nashville Llc	FOX	\$ 166.45
354	Residential Home Buyer Nashville Llc	FOX	\$ 155.09
355	Residential Home Buyer Nashville Llc	FOX	\$ 155.09
356	Residential Home Buyer Nashville Llc	FOX	\$ 151.68
357	Residential Home Buyer Nashville Llc		\$ 149.40
358	Residential Home Buyer Nashville Llc	FOX	\$ 148.28
359	Residential Home Buyer Nashville Llc	FOX	\$ 140.31
360	Residential Home Buyer Nashville Llc	FOX	\$ 124.40
361	Residential Home Buyer Nashville Llc	FOX	\$ 118.90
362	Residential Home Buyer Nashville Llc	FOX	\$ 115.32
363	Residential Home Buyer Nashville Llc	FOX	\$ 111.86
364	Residential Home Buyer Nashville Llc	FOX	\$ 109.63
365	Residential Home Buyer Nashville Llc	FOX	\$ 104.24
366	Residential Home Buyer Nashville Llc	FOX	\$ 94.86

**CITY OF LA VERGNE
FISCAL YEARED ENDED 06/30/2026 WRITE-OFFS**

EXHIBIT A

Identifier	Name	Collection	Amount
367	Residential Home Buyer Nashville Llc	FOX	\$ 94.86
368	Residential Home Buyer Nashville Llc	FOX	\$ 94.86
369	Residential Home Buyer Nashville Llc	FOX	\$ 94.86
370	Residential Home Buyer Nashville Llc	FOX	\$ 94.86
371	Residential Home Buyer Nashville Llc	FOX	\$ 94.86
372	Residential Home Buyer Nashville Llc	FOX	\$ 59.93
373	Residential Home Buyer Nashville Llc	FOX	\$ 47.43
374	Residential Home Buyer Nashville, Llc	FOX	\$ 390.85
375	Residential Home Buyer Nashville, Llc	FOX	\$ 195.99
376	Residential Home Buyer Nashville, Llc	FOX	\$ 167.59
377	Residential Home Buyer Nashville, Llc	FOX	\$ 153.96
378	Residential Home Buyer Nashville, Llc	FOX	\$ 143.80
379	Residential Home Buyer Nashville, Llc	FOX	\$ 141.75
380	Residential Home Buyer Nashville, Llc	FOX	\$ 134.64
381	Residential Home Buyer Nashville, Llc	FOX	\$ 123.27
382	Residential Home Buyer Nashville, Llc	FOX	\$ 122.14
383	Residential Home Buyer Nashville, Llc	FOX	\$ 107.37
384	Residential Home Buyer Nashville, Llc	FOX	\$ 102.82
385	Residential Home Buyer Nashville, Llc	FOX	\$ 97.14
386	Residential Home Buyer Nashville, Llc	FOX	\$ 96.00
387	Residential Home Buyer Nashville, Llc	FOX	\$ 94.86
388	Residential Home Buyer Nashville, Llc	FOX	\$ 94.86
389	Residential Home Buyer Nashville, Llc	FOX	\$ 94.86
390	Residential Home Buyer Nashville, Llc	FOX	\$ 57.66
391	Residential Home Buyer Nashville, Llc	FOX	\$ 57.66
392	Residential Home Buyer Nashville, Llc	FOX	\$ 47.43
393	Reyna, Kerry	FOX	\$ 348.26
394	Reynel Jose Ponce Palacio Angel Jose Uban Calderon	FOX	\$ 49.71
395	Richard Nathan Harris, Breonna Joy Perkins	FOX	\$ 52.05
396	Robert Ridgeway Theresa Pruitt	FOX	\$ 57.04
397	Roberto Alfaro Ayala Esmilda Campos Ramirez	FOX	\$ 281.81
398	Roberto Lozano, Megan Lozano	FOX	\$ 79.06
399	Robertson, Crystal L	FOX	\$ 228.47
400	Robins Melgar Acosta Michelle Fox	FOX	\$ 529.71
401	Roby Jr, Clyde	FOX	\$ 169.72
402	Rolando Jimenez Rodriguez Isidro Perez Ramirez	FOX	\$ 497.60
403	Ronald Godoy Ortiz Zully Galindez Gomez		\$ 237.30

**CITY OF LA VERGNE
FISCAL YEARED ENDED 06/30/2026 WRITE-OFFS**

EXHIBIT A

Identifier	Name	Collection	Amount
404	Rosales/Rosales/Tzic, Kevin/Jesus/Fernando	FOX	\$ 274.68
405	Rosas, Enrique	FOX	\$ 259.82
406	Rudolph Edwards Lillian Edwards	FOX	\$ 276.38
407	Saad Abdi	FOX	\$ 343.70
408	Sandra Mireya Ruano Torres Jhojan David Torres Cardenas Cesar Armando Torres	FOX	\$ 64.48
409	Sayasack, Sybandit	FOX	\$ 282.89
410	Scott, Carlton	FOX	\$ 209.62
411	Sean Floyd	FOX	\$ 97.14
412	Sean Kendrick Cecilia Mitchel	FOX	\$ 435.61
413	Segura Rocio Garcia	FOX	\$ 86.06
414	Selvia Ayoub	FOX	\$ 57.04
415	Sergio Gonzalez Gomez, Juan Antonio Gonzalez Gomez	FOX	\$ 335.87
416	Sergio Sanchez Lopez	FOX	\$ 1,522.70
417	Sfr Jv-3 Property Llc	FOX	\$ 207.26
418	Sfr Jv-3 Property Llc	FOX	\$ 193.57
419	Shane Mccarty Jellisse Montes	FOX	\$ 451.47
420	Shannon Garner Kenneth Vaughn	FOX	\$ 99.42
421	Sheila Hill	FOX	\$ 473.74
422	Simona Gomez Samuel Rodriguez	FOX	\$ 59.46
423	Skye Rolley	FOX	\$ 307.35
424	Steelman, James	FOX	\$ 51.99
425	Sturgill, Darlene	FOX	\$ 352.87
426	Summit General Contractors	FOX	\$ 650.14
427	Tabatha Scott	FOX	\$ 161.14
428	Tammy / David Crawford	FOX	\$ 932.32
429	Tanika Carter-Townsend	FOX	\$ 878.64
430	Tarsha Robinson Alfreda Simmons Fready Simmons Sr	FOX	\$ 287.96
431	Tate, Jasmine	FOX	\$ 127.06
432	Tawadros, Shenouda	FOX	\$ 276.35
433	Taylor Dickerson Jamelia Harvey	FOX	\$ 114.08
434	Taylor Vinson	FOX	\$ 120.23
435	Terrance Sowell / Mary Gordon	FOX	\$ 64.43
436	Thai Siam Restaurant, Inc	FOX	\$ 103.61
437	Tiffany Daly	FOX	\$ 522.24
438	Tony Guerrero	FOX	\$ 194.28

**CITY OF LA VERGNE
FISCAL YEARED ENDED 06/30/2026 WRITE-OFFS**

EXHIBIT A

Identifier	Name	Collection	Amount
439	Torres Lazo, Ercilia	FOX	\$ 236.01
440	Trice, Latasha	FOX	\$ 293.79
441	Tshibuabua Okorie/Rita Adu-Boahene	FOX	\$ 57.04
442	Tyreion Demond Watkins Smith	FOX	\$ 306.23
443	Tyrone Covington, Lakeia Covington	FOX	\$ 58.21
444	Tyrone Crockett Tamago Anderson Ty'Vion Emerson-Crockett	FOX	\$ 309.93
445	Valentina Gamboa Patino Hector Vanegas Chaves	FOX	\$ 125.00
446	Valeria Mancillas Cano	FOX	\$ 683.68
447	Vasile Constantin Marius Constantin	FOX	\$ 3,209.82
448	Verm Fw Residential Home Buyer Nashville, Llc	FOX	\$ 173.27
449	Victoria Hardy	FOX	\$ 148.81
450	Victoria Newell Robert Newell Jr.	FOX	\$ 52.05
451	Vilma Cortez Gustavo Roman	FOX	\$ 470.91
452	Waller Properties Ii Llc	FOX	\$ 119.86
453	Walter Daneri Licona	FOX	\$ 109.93
454	Washington, Worthington	FOX	\$ 315.24
455	West, Lisa	FOX	\$ 295.38
456	Whitaker, Donna	FOX	\$ 145.95
457	Whitney Greer	FOX	\$ 241.90
458	William Doksh	FOX	\$ 819.96
459	Williams, Netay	FOX	\$ 380.08
460	Willians Emidio Mazariegos Lopez Doris Yamileth Arita Gomez	FOX	\$ 59.93
461	Willie Hudson	FOX	\$ 709.62
462	Winters, Tabitha	FOX	\$ 122.55
463	Wright, Jozetta	FOX	\$ 191.43
464	Xenia Rodriguez Meza Aly Torres Barahona Deysi Chavez Rodriguez	FOX	\$ 402.97
465	Yaquelin Del Valle Jaime	FOX	\$ 152.33
466	Yeira Velazquez Tamayo Nathalia Castro Marquez		\$ 170.50
467	Yelther R. Velasquez Alissa Velasquez		\$ 111.40
468	Yolanda Johnson, Demarzhe Johnson	FOX	\$ 472.74
469	Yosman Duarte Atencio	FOX	\$ 101.23
470	Zachary Clements Kendra Waller	FOX	\$ 103.98
471	Zareef Haleem		\$ 129.10
472	Zina Johnson	FOX	\$ 203.40



ITEM REPORT

Board of Mayor and Aldermen

Date: May 28, 2026

Item #: 13.	Resolution #2026-20 - A Resolution to Authorize the Quitclaim of Real Property to the Industrial Development Board of the City of La Vergne.		
Department:	City Attorney	Presented By:	Evan Cope
Item Attachments:	1. Resolution #2026-20		

Purpose:

This is an item to authorize a quitclaim of real property to the La Vergne IDB.

Background:

This is a quitclaim to transfer any interest the city may have in the property adjacent to the Stormwater Building to the IDB. The City Attorney will explain this item at the workshop.

Financial Summary:

There is no financial impact to the city.

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2026-20

A RESOLUTION TO AUTHORIZE THE QUITCLAIM OF REAL PROPERTY TO THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF LA VERGNE, TENNESSEE.

WHEREAS, The Industrial Development Board of the City of La Vergne, Tennessee (the "IDB") is a public, nonprofit corporation and a public instrumentality of the City of La Vergne, Tennessee (the "City"); and

WHEREAS, the City is authorized under the provisions of Tennessee Code Annotated Section 7-53-310 to, among other things, to transfer any project site to an industrial development corporation by gift; and

WHEREAS, it is the desire of the Board of Mayor and Aldermen to donate its right, title and interest, if any, in the real property described in the quitclaim deed attached hereto as Exhibit A and incorporated herein by reference (the "Quitclaim Deed") to the IDB; and

WHEREAS, it is in the best interest of the citizens of the City of La Vergne that said property be donated to the IDB in the manner described herein.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Alderman of the City of La Vergne that the Jason Cole, Mayor, be, and hereby is, granted authority, for and on behalf of the City of La Vergne, to execute, and record the Quitclaim Deed for the benefit of the IDB.

Resolved this the 2nd day of June, 2026.

Jason Cole, Mayor

ATTEST:

Joshua Miller, City Recorder

EXHIBIT A

Address New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
The Industrial Development Board of the City of La Vergne, Tennessee 5089 Murfreesboro Road La Vergne, TN 37087	015-002.07-000	Same as Address New Owner
This instrument prepared by: J. Thomas Trent, Jr., Bradley Arant Boult Cummings LLP, 1221 Broadway, Suite 2400, Nashville, Tennessee 37203		

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **CITY OF LA VERGNE, TENNESSEE** (the “Grantor”), by these presents hereby sells, assigns, and quitclaims **THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF LA VERGNE, TENNESSEE**, a public, nonprofit corporation organized and existing under the laws of the State of Tennessee (the “Grantee”), Grantee’s successors and assigns, all of Grantor’s right, title, and interest, if any, in and to certain land located in Rutherford County, Tennessee, being more particularly described in Exhibit A, which is attached hereto and incorporated herein by reference (the “Property”).

The Property is conveyed expressly subject to all limitations, restrictions, and encumbrances as may affect the Property.

[SIGNATURES ON FOLLOWING PAGES]

STATE OF TENNESSEE COUNTY OF RUTHERFORD	
The actual consideration or value, whichever is greater, for this transfer is \$0.00.	

	Affiant
Subscribed and sworn to before me this ____ day of June, 2026.	

	Notary Public My Commission Expires:

IN WITNESS WHEREOF, the Grantor has executed this Quitclaim Deed this ____ day of June, 2026.

GRANTOR:

CITY OF LA VERGNE, TENNESSEE

By: _____

Name: Jason Cole

Title: Mayor

STATE OF TENNESSEE)
COUNTY OF RUTHERFORD)

Personally appeared before me a Notary Public, Jason Cole, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing instrument for the purposes therein contained and who further acknowledged that he is Mayor of City of La Vergne, Tennessee, the Grantor, and is authorized to execute this instrument on behalf of said City as its Mayor.

WITNESS my hand, at office, this ____ day of June, 2026.

Notary Public: _____

My Commission Expires: _____

Exhibit A

Description of Property

Real property located in Rutherford County, Tennessee within the corporate limits of the City of La Vergne, and being Lot 10B on the Final Plat of the Resubdivision of Tract 11, Mason Property Subdivision and Tract 10B, Jackson Square Subdivision as of record in Plat Book 26, Page 55, in the Register's Office for Rutherford County, Tennessee, and being more particularly described according to a ALTA/NSPS Land Title Survey prepared by Wamble and Associates, PLLC, Dated May 5, 2026 as follows;

Beginning at an Iron Rod (Old) with a "H&S" cap found flush with the ground on the northerly right-of-way line of Murfreesboro Road (U.S. 41/70S), said point being the southwest corner of property conveyed to City of La Vergne, Tennessee as of record in Record Book 904, Page 2621, in the Register's Office for Rutherford County, Tennessee;

Thence, following said northerly right-of-way line of Murfreesboro Road (U.S. 41/70S), **North 72 Degrees 43 Minutes 36 Seconds West, 19.15 Feet** to a MAGNAIL (New) set in a concrete curb, said point being the intersection of said Northerly right-of-way line and the East right-of-way line of Jackson Square Boulevard;

Thence, leaving said northerly right-of-way line of Murfreesboro Road (U.S. 41/70S) and following said east right-of-way line of Jackson Square Boulevard, **North 17 Degrees 02 Minutes 13 Seconds East, 325.00 Feet**, to an Iron Rod (New) with a "WAMBLE" cap;

Thence, leaving said East right-of-way line and following the North right-of-way line of said Jackson Square Boulevard, **North 73 Degrees 16 Minutes 36 Seconds West, 60.00 Feet**, to an Iron Rod (New) with "WAMBLE" cap, said point being on the West right-of-way line of said Jackson Square Boulevard, also being the East line of Tract 10A on the Final Plat of Jackson Square Subdivision, as of record in Plat Book 20, Page 8 in the Register's Office for Rutherford County, Tennessee, having been conveyed to Infinity Properties, LLC as of record in Record Book 1739, Page 2944 in the Register's Office for Rutherford County, Tennessee;

Thence, leaving said West right-of-way line of Jackson Square Boulevard and following the East line of said Tract 10A, **North 17 Degrees 18 Minutes 10 Seconds East, 486.68 Feet** to an Iron Rod (New) with "WAMBLE" cap, said point being the northeast corner of said Tract 10A, also being on the South line of Lot 249 on the Final Plat of Madison Square Subdivision, Section 4, as of record in Plat Book 25, Page 231, in the Register's Office for Rutherford County, Tennessee;

Thence, Leaving the East line of said Tract 10A and following the South line of Lots 249, 248, 247, 246, 245, and 244 of said Madison Square Subdivision, Section 4, **North 78 Degrees 15 Minutes 36 Seconds West 499.70 Feet**, to an Iron Rod (New) with "WAMBLE" cap, said point being the southeast corner of Lot 244 of said Madison Square Subdivision, Section 4, also being the northwest corner of Lot 3 on the Final Plat of La Vergne Foodlion Center as of record in Plat Book 17, Page 148, in the Register's Office for Rutherford County, Tennessee, having been conveyed to AHEPA 343, Inc. as of record in Record Book 256, Page 722, in the Register's Office for Rutherford County, Tennessee;

Thence, leaving the South line of said Madison Square, Section 4 and following the West line of said Lot 3, **South 17 Degrees 06 Minutes 25 Seconds West, 141.01 Feet**, to an Iron Rod (New) with

“WAMBLE” cap, said point being the southwest corner of said Lot 3 and the northwest corner of Lot 2 on the Final Plat of La Vergne Foodlion Center as of record in Plat Book 17, Page 148, in the Register’s Office for Rutherford County, Tennessee, having been conveyed to LaVergne Holdings, LLC as of record in Record Book 2296, Page 3353 in the Register’s Office for Rutherford County, Tennessee;

Thence, leaving the West line of said Lot 3 and following the West line of said Lot 2, **South 17 Degrees 14 Minutes 27 Seconds West, 468.41 Feet**, to an Iron Rod (Old) with no cap found 0.4 feet below ground, said point being the southeast corner of said Lot 2 and the northwest corner of Lot 1A on the Final Plat for the Resubdivision of Lot 1 La Vergne Foodlion Center as of record in Plat Book 21, Page 48, in the Register’s Office for Rutherford County, Tennessee, having been conveyed to SARC TN – LaVergne, LLC, as of record in Record Book 2142, Page 2387, in the Register’s Office for Rutherford County, Tennessee;

Thence, leaving the West line of said Lot 2 and following the West line of said Lot 1A, **South 17 Degrees 13 Minutes 25 Seconds West, 50.00 Feet**, to a MAGNAIL (New) set in an asphalt driveway, said point being the northeast corner of Tract 11 on the Final Plat for the Resubdivision of Tract 11, Mason Property Subdivision and Tract 10B, Jackson Square Subdivision as of record in Plat Book 26, Page 55, in the Register’s Office for Rutherford County, Tennessee, having been conveyed to Tony Ni and wife, Wei Xian Zheng as of record in Record Book 230, Page 1258, in the Register’s Office for Rutherford County, Tennessee;

Thence, leaving the West line of said Lot 1A and following the North line of said Tract 11, **North 72 Degrees 41 Minutes 20 Seconds West, 237.97 Feet**, to an Iron Rod (Old) with an unreadable cap found 0.1 feet below ground, said point being the northwest corner of said Tract 11;

Thence, leaving the North line and following the West line of said Tract 11, **South 19 Degrees 28 Minutes 42 Seconds West, 18.90 Feet**, to an Iron Rod (Old) with no cap found 0.25 feet below ground, said point being the northeast corner of property conveyed to City of La Vergne, Tennessee, as of record in Record Book 904, Page 2621, in the Register’s Office for Rutherford County, Tennessee;

Thence, leaving the West line of said Tract 11 and following the North line of said City of La Vergne property, **North 73 Degrees 07 Minutes 35 Seconds West, 179.11 Feet**, to a P.K. Nail (Old) found in an asphalt parking lot;

Thence, leaving the North line and following the West line of said City of La Vergne property, **South 17 Degrees 17 Minutes 16 Second West, 179.89 feet**, to the Point of Beginning.

Containing by survey, 316,250.11 square feet or 7.26 acres.

Being part of the same property conveyed to Mark A. Pirtle, a married person by Deed from Whitney Stegall, for and on the behalf of the estate of V.R. (Pete) Mason, and in his capacity of administrator C.T.A., and as authorized by Rutherford Co. Court, of record in Book 614, Page 497; as affected by Will and property vested to Jack E. Pirtle, executor of the estate of Mark A. Pirtle, deceased, of record in Book 78, Page 735, in the Register's Office of Rutherford County, Tennessee.