

WORKSHOP AGENDA

Board of Mayor and Aldermen

March 2, 2023 @ 6:30 PM

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

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

ORDER OF BUSINESS

1. Approve Minutes: February 7, 2023 Public Hearing and February 7, 2023 Regular Meeting.
2. Presentations:
 - A. Fire Department Badge Pinning Ceremony. (Workshop only.)
 - B. Natural Gas Safety - Bert Meece - Town of Smyrna. (Workshop only.)
 - C. Certificates of Recognition - La Vergne High School Boys Basketball Team. (Meeting only.)
3. Department Reports:
 - A. Police Department
 - B. Fire Department
 - C. Parks & Recreation Department
 - D. Library
 - E. Finance Department
 - F. Water Treatment Plant

OLD BUSINESS

4. Second Reading - **Ordinance #2023-02** - An Ordinance to Amend the City of La Vergne Zoning Ordinance by Changing the Official Zoning Map for Tax Map 28, Parcels 10 and 11, Consisting of Approximately 4.3 Acres, Located at 237 and 245 Chaney Blvd., From an A (Agricultural) Zoning District to a R-3 (High Density Residential) Zoning District. (Received a favorable recommendation from the Planning Commission on December 27, 2022. A public hearing was held on February 7, 2023.)
5. First Reading - **Ordinance #2023-03** - An Ordinance to Amend the City of La Vergne Zoning Ordinance by Changing the Official Zoning Map for a portion of Tax Map 18K, Group A, Parcel 6, Consisting of Approximately 13.63 Acres, Located near Wheeler Street and Jefferson Pike, From an I-1 (Light Industrial)

Zoning District to an I-2 (Heavy Industrial) Zoning District. (Received an unfavorable recommendation from the Planning Commission on December 27, 2022. A public hearing was held on February 7, 2023.)

6. Second Reading - **Ordinance #2023-04** - An Ordinance to Amend the Fiscal Year 2022-2023 State Street Aid Fund Budget.
7. Second Reading - **Ordinance #2023-05** - An Ordinance to Amend the Fiscal Year 2022-2023 General Fund Budget.

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

8. **Consent Agenda Items:**
 - A. Approve or Reject City Bids and Purchases:
 1. Bid - Construction of Public Works and Community Development Services Facility.
 2. State Contract Purchase - Microsoft Software Licensing Renewal.
 3. Sourcewell Contract Purchase - New Computers for Library.
 - B. Approve Amendment #1 to the Agreement with Kimley-Horn for the Blair Road West Extension Project.
 - C. Approve Change Order #2 - Industrial Blvd Sewer Expansion Project.
 - D. Approve a Client Project Services Agreement with Huddleston-Steele Engineering, Inc for Services to be Provided by Consultant for SBA Towers v. City of La Vergne Lawsuit.

NEW BUSINESS

9. **Resolution #2023-05** - 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.
10. **Resolution #2023-06** - A Resolution to Write Off Water Department Bad Debts.
11. **Resolution #2023-07** - A Resolution to Support Restoring the Historic Revenue Sharing Relationship Between the State of Tennessee and its Local Governments and to Return the Local Share of the Single Article Cap to Local Governments.
12. Motion to Approve a Real Estate Purchase and Sale Agreement with Noon La Vergne MarketPlace, LLC to Purchase the Stormwater Building Located at 5175 Murfreesboro Road.
13. Motion to Authorize the Mayor to Approve and Execute an Agreement with Ralph Anderson and Associates for Recruitment Services for the Police Chief Position.
14. **Appoint or Remove Board / Committee Members:**

- A. Beautification and Arts Advisory Committee. (One term is vacant.)
- B. Construction Board of Adjustment and Appeals. (One term expired 1/31/23.)
- C. Historical Preservation Advisory Committee. (One term is vacant.)
- D. Local Emergency Planning Committee. (Two terms are vacant.)
- E. Stormwater Appeals and Advisory Board. (Two terms are vacant.)

MAYOR / ALDERMEN COMMENTS

ADJOURN

MINUTES OF THE PUBLIC HEARING OF THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF LA VERGNE, TENNESSEE HELD ON FEBRUARY 7, 2023 AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

Call to Order

The February 7, 2023 Public Hearing of the Board of Mayor and Aldermen of the City of La Vergne, Tennessee was called to order at 6:30 p.m. at La Vergne City Hall by Mayor Jason Cole.

Board Members Present

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

ORDER OF BUSINESS

1. **Ordinance #2023-02 - An Ordinance to Amend the City of La Vergne Zoning Ordinance by Changing the Official Zoning Map for Tax Map 28, Parcels 10 and 11, Consisting of Approximately 4.3 Acres, Located at 237 and 245 Chaney Blvd., From an A (Agricultural) Zoning District to a R-3 (High Density Residential) Zoning District. (Received a favorable recommendation from the Planning Commission on December 27, 2022.)**

Mr. John Rutledge, 1125 Waldron Road, spoke about the previous Planning Commission recommendation for this rezoning request in July 2022 and his concerns about the zoning.

Ms. Kim Gentry, 1047 Waldron Road, spoke about the Zoning Ordinance update. Mayor Cole stated that the public hearing was about this specific rezoning request.

2. **Ordinance #2023-03 - An Ordinance to Amend the City of La Vergne Zoning Ordinance by Changing the Official Zoning Map for a portion of Tax Map 15K, Group A, Parcel 6, Consisting of Approximately 13.63 Acres, Located new Wheeler Street and Jefferson Pike, From an I-1 (Light Industrial) Zoning District to an I-2 (Heavy Industrial) Zoning District. (Received an unfavorable recommendation from the Planning Commission on December 27, 2022.)**

No one spoke. The public hearing was declared closed.

ADJOURNMENT

Mayor Cole declared the public hearing adjourned at 6:34 p.m.

Mayor

City Recorder

Approved: _____

MINUTES OF THE REGULAR MEETING OF THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF LA VERGNE, TENNESSEE HELD ON FEBRUARY 7, 2023 AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

CALL TO ORDER

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

BOARD MEMBERS PRESENT

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

A prayer was led by Vice-Mayor Noe. The Pledge of Allegiance was led by Alderman Hobbs.

ORDER OF BUSINESS

1. Approve Minutes: January 5, 2023 Regular Meeting.

A motion, made by Alderman Haas, seconded by Alderman Hobbs, to approve the minutes of the January 5, 2023 regular meeting, was adopted with all voting AYE, except Alderman Waldron, who voted NO.

2. Department Reports:

A. Police Department. Interim Police Chief Brent Hatcher gave the report for the Police Department.

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

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

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

E. Finance Department. Ms. Phillis Rogers approached the podium. Mayor Cole stated that the Board had the finance report in their packet. He presented Ms. Rogers with an appreciation plaque upon her retirement from the City.

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

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

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

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

CONSENT AGENDA**4. Consent Agenda Items:**

- A. Approve or Reject City Bids and Purchases:
 - 1. Sole Source Purchase - Badger Water Meters.
 - 2. Sole Source Purchase - Chemicals for the Sewer Department.
 - 3. Bid - Traffic Signal and High Mast Lighting Maintenance.
 - 4. Leak Detection Services.
- B. Approve Amended Streetlighting Agreement with Nashville Electric Service (NES) for the Installation of LED Street Lights.
- C. Approve Purchase Agreement with Bigman Geophysical, LLC to Conduct a Ground Penetrating Radar Investigation at 399 Stones River Road for the Tornado Safe Room Project.
- D. Approve Facility Use Agreement with Julianne Holbrook for the Zumba Program.
- E. Approve Facility Use Agreement with Aliah Billingsley for a Dance and Majorette Program.
- F. Approve Facility Use Agreement with Jacqueline Dixon for the Jazzercise Program.
- G. Approve Contract with Pyro Shows, Inc. for the Independence Day Fireworks Display.
- H. Ratify the Approval of a Memorandum of Understanding with Motlow State Community College for Fire Department Emergency Medical Technician Training.
- I. Approve and Authorize the Police Chief to Sign the Rutherford County, Tennessee Child Protective Investigative Team (CPIT) and Child Protective Investigation Management Team (CPIMT) Interagency Agreement and Memorandum of Understanding and the Rutherford County, Tennessee CPIT Investigative Protocol Agreement.
- J. Approve Paving Improvements to the Front Parking Lot at Veterans Memorial Park.

- K. Approve Agreement with the Tennessee Department of Health.
- L. Approve Contract for Repairs at the Front Concession Stand at Veteran's Memorial Park.
- M. Approve Additional Street Paving for Fiscal Year 2022-2023.

A motion, made by Vice-Mayor Noe, seconded by Mayor Cole, to approve the consent agenda as recommended, was adopted following a roll-call vote.

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

NEW BUSINESS

5. First Reading - Ordinance #2023-02 - An Ordinance to Amend the City of La Vergne Zoning Ordinance by Changing the Official Zoning Map for Tax Map 28, Parcels 10 and 11, Consisting of Approximately 4.3 Acres, Located at 237 and 245 Chaney Blvd., From an A (Agricultural) Zoning District to a R-3 (High Density Residential) Zoning District. (Received a favorable recommendation from the Planning Commission on December 27, 2022.)

A motion was made by Alderman Waldron, seconded by Vice-Mayor Noe, to approve Ordinance #2023-02 on first reading.

Vice-Mayor Noe made comments about the rezoning. He stated that he doesn't think it's a good fit for the City. Alderman Waldron reiterated his approval for the rezoning.

This motion was adopted following a roll-call vote.

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

6. First Reading - Ordinance #2023-03 - An Ordinance to Amend the City of La Vergne Zoning Ordinance by Changing the Official Zoning Map for a portion of Tax Map 18K, Group A, Parcel 6, Consisting of Approximately 13.63 Acres, Located near Wheeler Street and Jefferson Pike, From an I-1 (Light Industrial) Zoning District to an I-2 (Heavy Industrial) Zoning District. (Received an unfavorable recommendation from the Planning Commission on December 27, 2022.)

A motion made by Mayor Cole, seconded by Alderman Haas, to defer this item, was approved following a roll-call vote.

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

7. First Reading - Ordinance #2023-04 - An Ordinance to Amend the Fiscal Year 2022-2023 State Street Aid Fund Budget.

A motion, made by Mayor Cole, seconded by Vice-Mayor Noe, to approve Ordinance #2023-04 on first reading, was adopted following a roll-call vote.

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

8. First Reading - Ordinance #2023-05 - An Ordinance to Amend the Fiscal Year 2022-2023 General Fund Budget.

A motion was made by Mayor Cole, seconded by Alderman Waldron, to approve Ordinance #2023-05 on first reading.

Vice-Mayor Noe asked if he misunderstood what City Administrator Bruce Richardson said. Mr. Richardson explained what the budget amendment was for.

The motion was adopted following a roll-call vote.

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

9. Resolution #2023-03 - A Resolution to Adopt a Social Media Policy for the City of La Vergne.

A motion, made by Alderman Haas, seconded by Alderman Waldron, to approve Resolution #2023-03, was adopted following a roll-call vote.

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

10. Resolution #2023-04 - A Resolution to Amend the City's Employee Policy Regarding the Deputy Police Chief.

A motion, made by Alderman Hobbs, seconded by Vice-Mayor Noe, to approve Resolution #2023-04, was adopted following a roll-call vote.

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

11. Motion to Authorize the City to Obtain an Appraisal for an Easement from Piedmont Gas.

A motion, made by Mayor Cole, seconded by Vice-Mayor Noe, to authorize the City to obtain an appraisal for an easement from Piedmont Gas.

Vice-Mayor Noe asked City Attorney Evan Cope about the price. Mr. Cope explained the appraisal process.

This motion was adopted following a roll-call vote.

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

12. Appoint or Remove Board / Committee Members:

A. Board of Zoning and Appeals. Mayor Cole reappointed Terrence Smith to the Board of Zoning and Appeals. The Board confirmed the appointment with all voting AYE.

B. Construction Board of Adjustment and Appeals. A motion, made by Mayor Cole, seconded by Vice-Mayor Noe, to reappoint Theresa Hesse to

the Construction Board of Adjustment and Appeals, was adopted with all voting AYE.

- C. **Economic Development Advisory Committee.** Mayor Cole appointed Graeme Coates to the Economic Development Advisory Committee. The Board confirmed the appointment with all voting AYE.
- D. **Greenway Advisory Committee.** Mayor Cole appointed Jim Hesseman to the Greenway Advisory Committee. The Board confirmed the appointment with all voting AYE.
- E. **Library Board.** A motion, made by Mayor Cole, seconded by Vice-Mayor Noe, to appoint Leslie Ballard and Lacey Lantz to the Library Board, was approved with all voting AYE.

MAYOR / ALDERMEN COMMENTS

Alderman Waldron wished Phillis Rogers the best of luck on her retirement. He asked everyone to check on their pets and the elderly. He wished Lucille a Happy Birthday.

Alderman Hobbs reminded everyone about the La Vergne Rescue monthly country ham breakfast on Saturday. She made comments about the hire and fire authority. She stated that the policy needed to be reviewed. She made comments about the Police Department, the Mayor, and the culture. She made comments about the investigation and stated that she asked that the hire and fire authority be added to the agenda but that it was removed again.

Alderman Haas made comments about the softball and baseball sign-ups. She stated that they are taking donations for the league.

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

Mayor Cole made comments about the Police Department investigation. He made comments about hire and fire process. He stated that we must try and move forward as a City and rebuild the Police Department.

ADJOURNMENT

There being no further business, Mayor Cole declared the meeting adjourned at 7:42 p.m.

Mayor

City Recorder

Approved: _____

SMYRNA NATURAL GAS DISTRIBUTION SYSTEM



FACTS ABOUT OUR SYSTEM

- ▣ 296 MILES OF MAINLINE
- ▣ 11,636 CUSTOMERS
- ▣ 80% OF OUR SYSTEM IS POLYETHYLENE PIPE
- ▣ 92% OF OUR CUSTOMERS ARE SERVED BY PE
- ▣ 12 HITS TO OUR SYSTEM IN 2021
- ▣ 16,035 EXCAVATION TICKETS IN 2021

NATURAL GAS SAFETY

- ▣ HOW DO I ?
- ▣ WHAT SHOULD I?
- ▣ WHAT IF?



HOW DO I ?

- ▣ AVOID AN UNINTENTIONAL RELEASE OF NATURAL GAS OR AN IGNITION?
- ▣ CALL TN811
- ▣ INSPECT AND SERVICE APPLIANCES REGULARLY
- ▣ RECOGNIZE A GAS LEAK

NATURAL GAS LEAK INDICATORS

- ▣ Odorant – the rotten egg smell
- ▣ Bubbling water, blowing dirt or dead vegetation
- ▣ Blowing or hissing sound

WHAT SHOULD I ?

- ▣ Do if I suspect a gas leak
 - Leave the area immediately
 - Call 911 from a safe distance
 - Do not activate **any** source of ignition
 - ▣ Light switches
 - ▣ Garage doors
 - ▣ Car ignition
 - ▣ Land lines
 - ▣ Do Stay on the line with dispatch

WHAT IF I ?

- ▣ Strike a natural gas line or an above ground piece of equipment such as a meter or a regulator station.
 - See previous guidelines.
 - Do not move or turn off any heavy equipment.

PUBLIC AWARENESS

▣ EVENTS

- EASTER EGG HUNT
- FIREWORKS CELEBRATION
- HALLOWEEN IN THE PARK
- SPEAKING ENGAGEMENTS
- ANNUAL UNITED WAY GOLF SCRAMBLE

BROADCAST MEDIA

- ▣ CHANNEL 3
- ▣ RADIO SPOTS
- ▣ BILL INSERTS
- ▣ TOWN'S WEBSITE

SEE SOMETHING/SAY SOMETHING

- ▣ YOUR SYSTEM
- ▣ LET'S ALL PROTECT IT
- ▣ LET'S PROTECT EACH OTHER



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: March 2, 2023

Item Title: Second Reading - **Ordinance #2023-02** - An Ordinance to Amend the City of La Vergne Zoning Ordinance by Changing the Official Zoning Map for Tax Map 28, Parcels 10 and 11, Consisting of Approximately 4.3 Acres, Located at 237 and 245 Chaney Blvd., From an A (Agricultural) Zoning District to a R-3 (High Density Residential) Zoning District. (Received a favorable recommendation from the Planning Commission on December 27, 2022. A public hearing was held on February 7, 2023.)

Department: Planning

Presented By: Bo Logan

Item Attachments: 1. Ordinance #2023-02

Summary:

This is a rezoning request to rezone two parcels of property - 237 and 245 Chaney Blvd. from A (Agricultural) to R-3 (High Density Residential). This received a favorable recommendation from the Planning Commission on December 27, 2022. A public hearing was held on Tuesday, February 7, 2023.

Background Information:

Per the applicant, the purpose of this rezoning is to pursue the development of approximately 50 townhomes. No formal plan has been submitted at this time, but a concept plan has been submitted. There is a mixture of zoning in the area, including Agriculture, R-1 (Low Density Residential), R-2 (Medium Density Residential) and R-3 (High Density Residential). The property that borders this site on the south is R-2 and to the north is R-3. There is also a larger Agriculture parcel on the opposite side of Chaney Blvd. The land that borders this property to the rear is zoned R-2.

Financial Summary:

Revenues: The city could possibly receive additional impact fees and property taxes from any buildings that might be built on the property. Expenditures: Other than normal services being provided by the city, there are no specific expenditures required from the city for the development of this property.

Staff Recommendation:

Staff does not typically give recommendations on rezoning requests. This is a decision for the Board of Mayor and Aldermen.

ORDINANCE #2023-02

AN ORDINANCE TO AMEND THE CITY OF LA VERGNE ZONING ORDINANCE BY CHANGING THE OFFICIAL ZONING MAP FOR TAX MAP 28, PARCELS 10 AND 11, CONSISTING OF APPROXIMATELY 4.3 ACRES, LOCATED AT 237 AND 245 CHANEY BLVD., FROM AN A (AGRICULTURAL) ZONING DISTRICT TO A R-3 (HIGH DENSITY RESIDENTIAL) ZONING DISTRICT.

WHEREAS, a request has been made by SEC, Inc., to rezone property located within the City of La Vergne; and

WHEREAS, the City of La Vergne Planning Commission, on December 27, 2022, made a favorable recommendation to the Board of Mayor and Aldermen that this request be approved.

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

SECTION 1. That the Zoning Ordinance be and is hereby amended by making certain changes to the Official Zoning Map for the City of La Vergne, by changing the property identified as Tax Map 28, Parcels 10 and 11 from an A (Agricultural) Zoning District to a R-3 (High Density Residential) Zoning District. This property consists of approximately 4.3 acres and is owned by Sarah Boner, who authorized the submittal of application #ZR-2022-03 for the rezoning of this property, which is attached to and made a part of this ordinance as though copied herein.

SECTION 2. BE IT FURTHER ORDAINED, that the Codes and Planning Department is hereby authorized and directed, upon approval of this Ordinance to cause the change to be made on the Official Zoning Map, as set out in Section 1 of this Ordinance, and to make notation thereon of reference to the date of passage and approval of this Ordinance.

SECTION 3. BE IT FURTHER ORDAINED, that this Ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of the City of La Vergne requiring it.

LEGAL STATUS PROVISIONS

Approved and certified by the Planning Commission:

Chairman

Date

Public Hearing Held: _____

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.

City of La Vergne, Tennessee

5093 Murfreesboro Road, La Vergne, TN 37086 ♦ (615) 793-6295

REZONING REQUEST APPLICATION

For a Rezoning Request, the City of La Vergne **requires** the following:

1. Completion of this application. Please type or print the information in blue or black ink.
2. A map of the property. (See Zoning Ordinance for Specific Details.)
3. A label matrix with a list of Names **and** addresses of all adjacent property owners within 500 feet.
4. A legal description of the property, if available.
5. If the applicant is not the property owner, a letter from the property owner must be attached giving the applicant the authority to request rezoning.
6. A letter summarizing the project proposal, including the proposed usage of the land, reason for the rezoning request and justification for the rezoning request.
7. Payment of a Non-Refundable \$300.00 application fee. (Checks should be made payable to "City of La Vergne")

Request No. ZR-2022-03
(Assigned by the City Recorder)

Date Submitted: 11-28-2022

SECTION 1 - Applicant Information (Any Correspondence from the City will be addressed to the applicant.)

☐ Property Owner ☐ Purchaser of Property ☒ Engineer ☐ Trustee
☐ Architect ☐ Other: _____

Name: Matt Taylor Phone #: 6158907901

Business: SEC, Inc E-Mail: mtaylor@sec-civil.com

Address: 850 Middle TN Blvd Best Way to Contact: Email
(Mail, E-Mail, Phone)

City: Murfreesboro State: TN Zip: 37129

SECTION 2 - Property Information for the Rezoning Request

Tax Map	Parcel(s)	Current Zoning District	Requested Zoning District	# of Acres	Property Owner
28	10.00	A	R-3	3	Joe Boner
28	11.00	A	R-3	1.3	Joe Boner

*** Reason for Rezoning must be included on an attached sheet.

Project Name: 237/245 Chaney Blvd

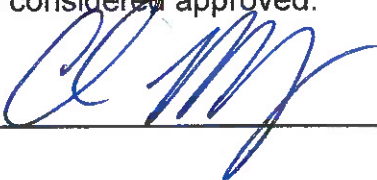
Project Address: 237/245 Chaney Blvd

Existing Land Use: Residential

Proposed Land Use: Townhomes

Total Acreage of Project / Rezoning: 4.3

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

Applicant's Signature:  Date: 3/30/2022

Certification Statement

I hereby certify that JOE BOWER is the owner of the property located at 237/245 Chaney Blvd which is the subject of this application, and that I, CHRISTOPHER Kopley, in my capacity as _____, am authorized to sign this application on behalf of the owner.

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

[Signature]
Signature

3/30/22
Date

CHRISTOPHER Kopley
Printed Name and Title

Note: A Certification Statement must be submitted with an application form requiring the owner's signature if the owner of the subject property is a corporation, limited liability company, partnership, association, trustee, etc., or if someone other than the owner signs the application. All Certification Statements **must** be notarized.

[Signature]
Notary Signature

3/30/2022
Date



**CITY OF LA VERGNE
PLAN REVIEW APPLICATION**

For Staff Use Only

Project Name: _____ **Date:** _____ **Fee:** _____

**Please submit Application Forms in person to the
City of La Vergne Codes Building Front Desk/City Planner**

Project Name: 237/245 Chaney Blvd _____

Project Address: 237/245 Chaney Blvd _____

Land Use Existing: Residential _____

Land Use Proposed: Townhomes _____

Existing Zoning District A _____

Tax Map(s) & Parcel Number(s): Tax Map 28 Parcels 10.00 & 11.00 _____

Check one or more of the following:

- | | |
|---|--|
| ☐ Concept Plan for Major Subdivision | ☐ Site Plan |
| ☐ Preliminary Subdivision Plat for Minor Subdivision | ☐ Variance* |
| ☐ Preliminary Subdivision Plat for Major Subdivision | ☒ Rezoning* |
| ☐ Final Subdivision Plat for Minor Subdivision | ☐ Road or alley abandonment |
| ☐ Final Subdivision Plat for Major Subdivision | ☐ Special Exception* |
| ☐ Final Subdivision Plat for Condominium | |

*These requests require an additional application form.

******NOTE: A letter explaining the proposal must accompany all requests. ******

Environmental Constraints on Site?

- | | |
|---|---|
| 1. Are there slopes of 12-20% or greater on site? | Yes ☐ No ☒ |
| 2. Is the development located in a local regulatory flood plain/zone? | Yes ☐ No ☒ |

Engineer/Designer (if applicable) Print Name SEC, Inc c/o Matt Taylor _____

Address 850 Middle TN Blvd Murfreesboro, TN _____ **Zip Code** 37129 _____

Daytime Phone 615-890-7901 **Fax** 615-895-2567 **E-mail:** mtaylor@sec-civil.com _____

Attorney (if applicable) Print Name _____

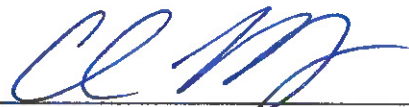
Address _____ **Zip Code** _____

Daytime Phone _____ **Fax** _____ **E-mail** _____

City of La Vergne Planning Department
5089 Murfreesboro Road
La Vergne, TN 37086
Phone: 615-213-2624 Fax: 615-213-8692

Contact PersonPrint Name Matt TaylorAddress 850 Middle TN Blvd Murfreesboro, TN Zip Code 37129Daytime Phone 615-890-7901 Fax 615-895-2567 E-mail mtaylor@sec-civil.com

The undersigned has read the application associated with the above listed review request and is familiar with the information submitted herewith. It is agreed and understood that the undersigned will be held responsible for its accuracy. The undersigned warrants their authority to bind the owner and to subject the property to restrictions and conditions that may be attached to the proposed development.

Applicant (if other than owner)Print Name Kepley Properties c/o Austin KepleySignature Address 150 Uptown Square Ste A Murfreesboro, TN Zip Code 37129Daytime Phone 615-605-1677**Owner(s)**Print Name ~~Joe Boner~~ Sarah BonerSignature Address 237/245 Chaney Blvd LaVergne, TN Zip Code 37066

Daytime Phone _____

Print Name _____ Signature _____

Address _____ Zip Code _____

Daytime Phone _____

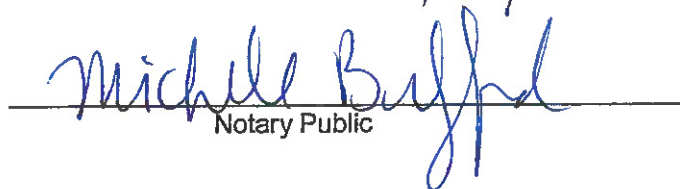
I (We), ~~Joe Boner~~ Sarah Boner, as property owner(s), hereby grant permission
Property Owner(s) Names(s)
to Kepley Properties, LLC to represent our interests in an application to
Applicant(s) Name(s)
be filed with the City of LaVergne, TN. Planning Commission & BOMA
Appropriate Committee
for the purpose of obtaining Rezoning
Rezoning, Variance, Conditional Use, etc.
for the property located at 237/245 Chaney Blvd

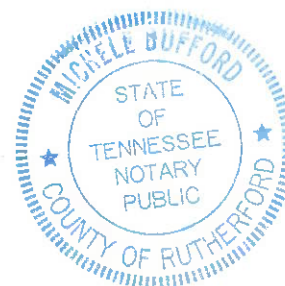

Property Owner

Property Owner

Witness My hand and official seal at Murfreesboro TN, this 15th
City State
day of April, 20 22

My Commission Expires: 11/22/2025


Notary Public



November 28, 2022

Bo Logan
City of LaVergne
Planning Department
5175 Murfreesboro Rd
La Vergne, TN 37086

RE: 237/245 Chaney Blvd
Requested Rezoning
LaVergne, TN
SEC#22118

Dear Mr. Logan,

Please accept this letter and the accompanying materials as our application to rezone the property at 237/245 Chaney Blvd. We have included a check in the amount of \$500 for the review fee. We have included the application forms, checklist, and owner affidavit. In addition, we have included 10 folded copies of the plans and a project concept plan. Both have been emailed to you as well.

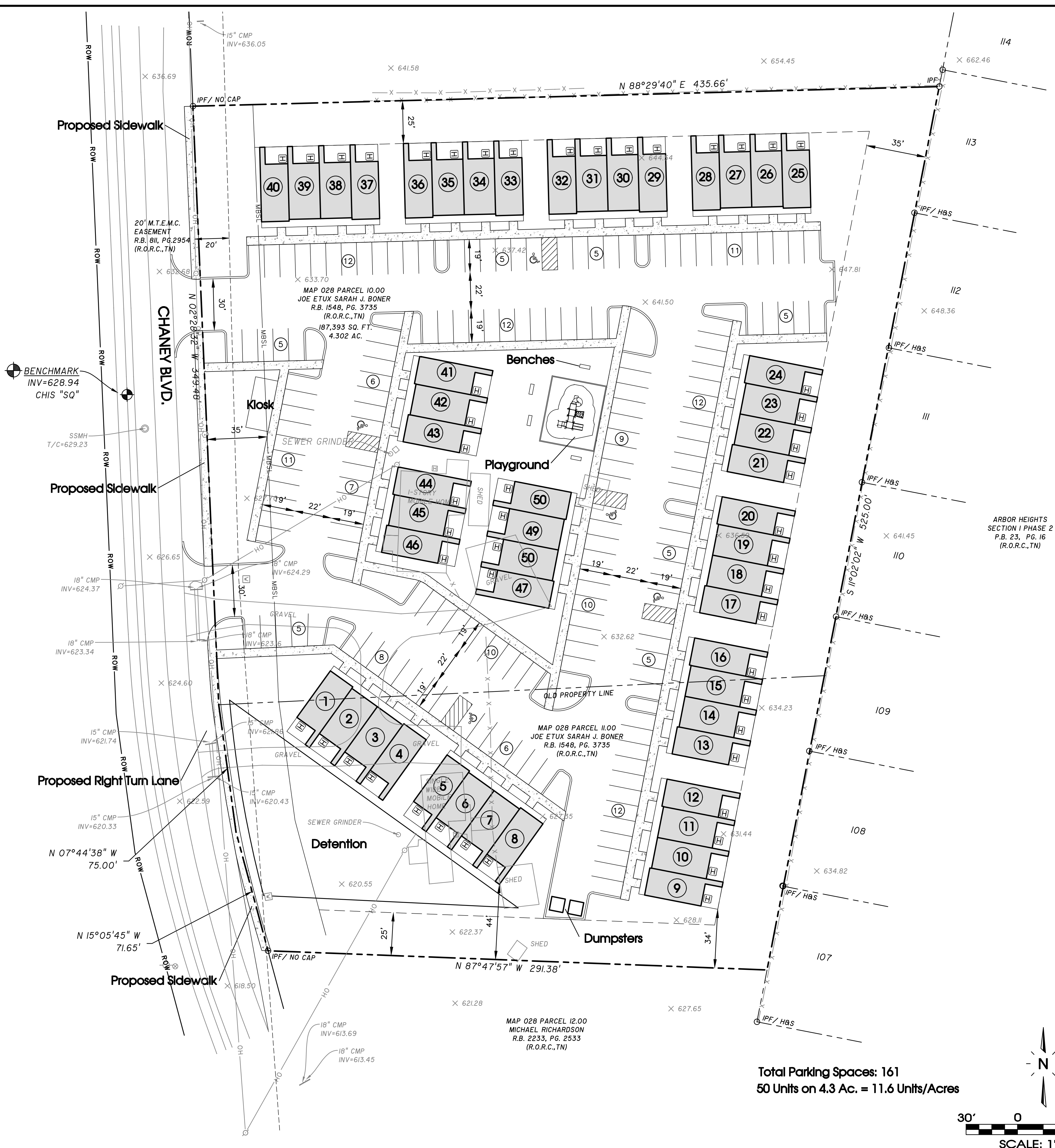
This rezoning will allow for Kepley Properties, LLC to construct a townhome project at this location, a concept plan is included with this submittal. This parcel is currently zoned Agriculture(A) and is identified as Parcel 10.00 & 11.00 of Tax Map 28 and we are seeking to rezone 4.3 acres to R-3. Properties to the south, north and west are zoned A, and property to the east are zoned R-2. This request will allow these buildings and uses to occur at this location. Currently, the parcel has several homes, out buildings and storage of various materials. This request is consistent with other developments along Chaney Blvd that has recently started construction or recently received approval to the south of this site. Those developments consist of townhomes and duplexes.

If you should have any questions or I may be of further assistance, I can be contacted at 615-890-7901 or via email at mtaylor@sec-civil.com. Our fax number is 615-895-2567.

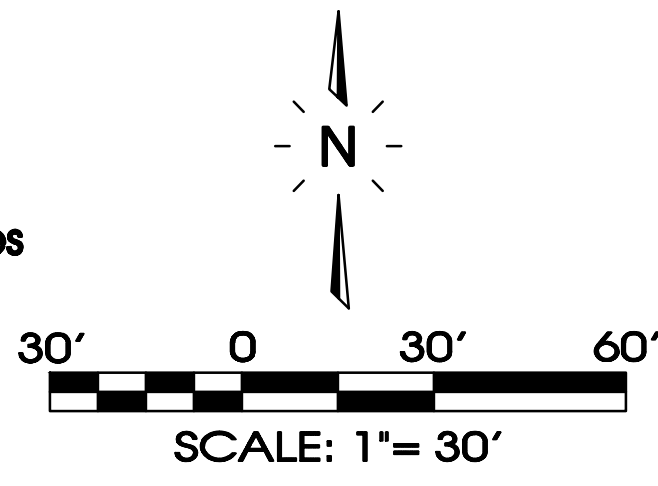
Sincerely,



Matt Taylor, P.E.
Vice-President
SEC, Inc.



Total Parking Spaces: 161
50 Units on 4.3 Ac. = 11.6 Units/Acres



811
Know what's below.
Call before you dig.

Legend:			
	EXIST. CONCRETE MONUMENT		BENCHMARK
	IRON PIN SET (I.P.S.)		HANDICAP PARKING SYMBOL
	IRON PIN FOUND (I.P.F.)		VAN ACCESSIBLE HANDICAP DESIGNATION
	EXIST. SIGN POST		HC SIGN
	EXIST. SEWER CLEANOUT		PROPOSED SIGN POST
	EXIST. MANHOLE (SEWER & PHONE)		CONCRETE BOLLARD
	EXIST. CATCH BASIN (STORM SEWER)		WHEEL STOP
	EXIST. WATER/GAS VALVE		CONCRETE SIDEWALK
	EXIST. TELEPHONE RISER		EXTRUDED CURB
	EXIST. GAS RISER		CURB & GUTTER
	ELECTRICAL ENCLOSURE		TRAFFIC ARROW
	EXIST. WATER METER		TURN LANE ARROWS
	EXIST. UTILITY POLE		REVISION NUMBER
	EXIST. FIRE HYDRANT		DRAINAGE STRUCTURE DESIGNATION
	POST INDICATOR VALVE		DRAINAGE PIPE DESIGNATION
	BLOW OFF VALVE		RIP RAP
	REDUCER		RUNOFF FLOW ARROW
	REMOTE FIRE DEPT. CONNECTION		INLET FILTER PROTECTION
	CONCRETE THRUST BLOCK		PROPOSED SPOT ELEVATION
	DOUBLE DETECTOR CHECK VALVE		EXIST. SPOT ELEVATION
	FIRE DEPT. CONNECTION		SEWER/STORM FLOW DIRECTION
	FIRE HYDRANT		CATCH BASIN
	GATE VALVE & BOX		CURB INLET
	WATER METER		AREA DRAIN
	GAS METER		HEADWALL
	GREASE TRAP		WINGED HEADWALL
	EXTERIOR CLEANOUT EOC		CONCRETE SWALE
	MANHOLE		TYPE- X- HEADWALL
EXISTING PHONE		PH	
EXISTING ELECTRIC		OH	
PROPERTY LINE			
EASEMENTS			
RIGHT OF WAY		ROW	
EROSION CONTROL SILT FENCE		SF	
EROSION EEL		E	
EXISTING TREELINE			
EXISTING FENCELINE		X	
MINIMUM BUILDING SETBACK LINE			
PHASE BOUNDARY			
EXISTING GAS LINE		GAS	
PROPOSED GAS LINE		GAS	
EXISTING STORM		STM	
PROPOSED STORM		STM	
EXISTING CONTOUR LINES		-601-	
PROPOSED CONTOUR LINES		-601-	
EXISTING SANITARY SEWER		SS	
PROPOSED SANITARY SEWER		SS	
EXISTING WATER		W	
PROPOSED WATER		W	

SEC, Inc.

ENGINEERING • SURVEYING • LAND PLANNING
LANDSCAPE ARCHITECTURE

850 MIDDLE TENNESSEE BOULEVARD
MURFREESBORO, TENNESSEE 37129
PHONE: (615) 894-7901
FAX: (615) 895-2567
E-MAIL: MTAYLOR@SEC-CIVIL.COM
NO PORTION OF THIS DRAWING MAY BE REPRODUCED WITHOUT THE EXPRESSED WRITTEN CONSENT OF S.E.C. INC.
COPYRIGHT S.E.C. INC., 2022

REVIEW SET

Not for Construction

Chaney Blvd.

LaVergne, Tennessee

Concept Plan

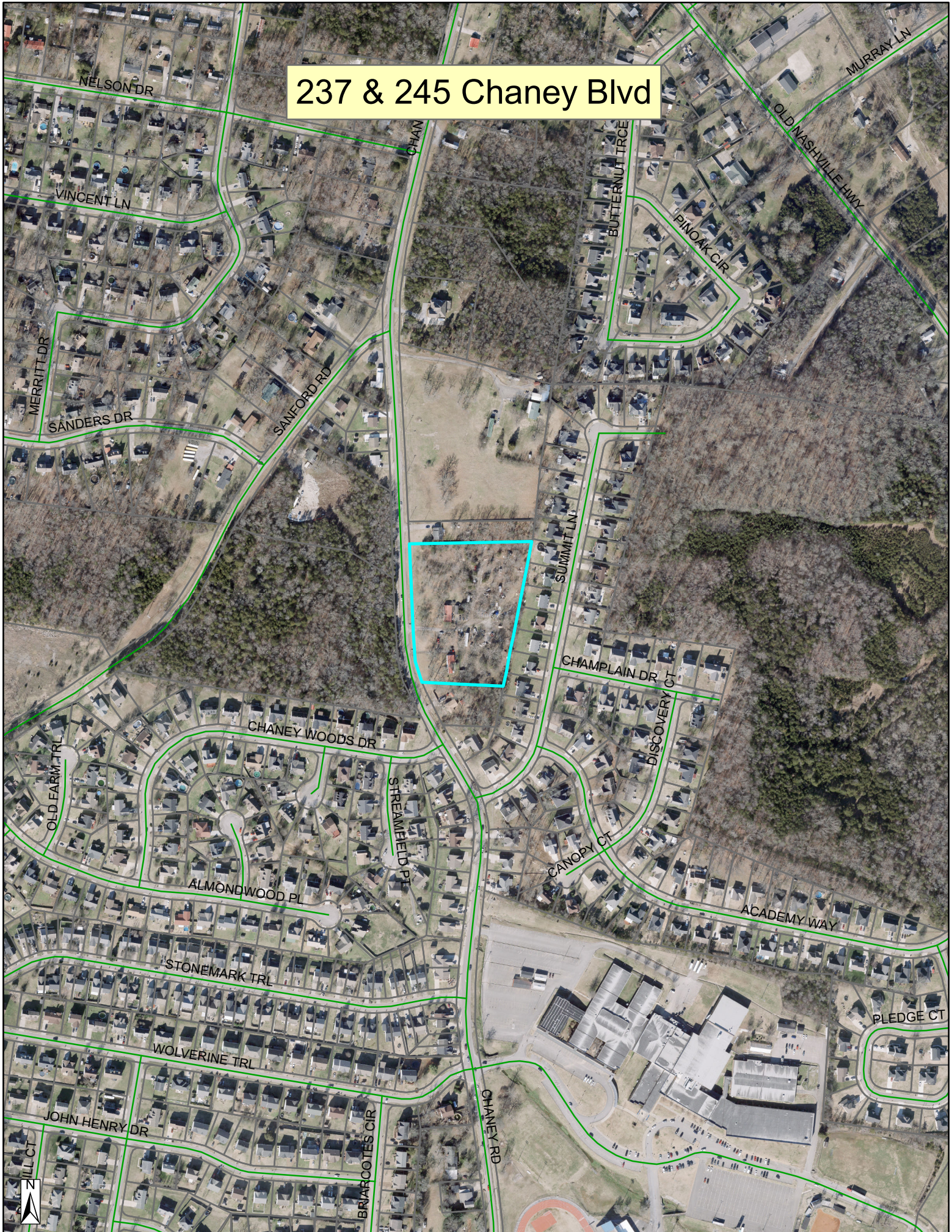
1 Of 1

Page 34 of 230

237 & 245 Chaney Blvd



237 & 245 Chaney Blvd



237 & 245 Chaney Blvd





AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: March 2, 2023

Item Title: First Reading - **Ordinance #2023-03** - An Ordinance to Amend the City of La Vergne Zoning Ordinance by Changing the Official Zoning Map for a portion of Tax Map 18K, Group A, Parcel 6, Consisting of Approximately 13.63 Acres, Located near Wheeler Street and Jefferson Pike, From an I-1 (Light Industrial) Zoning District to an I-2 (Heavy Industrial) Zoning District. (Received an unfavorable recommendation from the Planning Commission on December 27, 2022. A public hearing was held on February 7, 2023.)

Department: Planning

Presented By: Bo Logan

Item Attachments:

1. Letter - Withdrawal of Rezoning Application
2. Ordinance #2023-03
3. Deferral Request Letter - February Meeting

Summary:

UPDATE: The applicant has withdrawn the request (Letter is attached). The Board can either deny the request or can notate the withdrawal so we have a paper trail in the minutes.

This is a rezoning request to rezone one parcel of property that is near Wheeler Street and Jefferson Pike from I-1 (Light Industrial) to I-2 (Heavy Industrial). This received an unfavorable recommendation from the Planning Commission on December 27, 2022. A public hearing was held for this item on Tuesday, February 7, 2023. At the last meeting, the applicant requested deferral and the item was deferred by the Board.

Background Information:

Per the applicant, the purpose of this rezoning is to pursue the development of industrial property by expanding the existing 84 Lumber facility. No formal plan has been offered at this time. There is a mixture of zoning in the area, including R-1 (Low Density Residential), R-2 (Medium Density Residential), I-1 (Light Industrial) and I-2 (Heavy Industrial). The property that borders this site on the south and west is R-2. The east side of this property is currently I-1. The parcel to the north is zoned I-2.

Financial Summary:

Revenues: The city could possibly receive additional impact fees and property taxes from any buildings that might be built on the property. Expenditures: Other than normal services being provided by the city, there are no specific expenditures required from the city for the development of this property.

Staff Recommendation:

Staff does not typically give recommendations on rezoning requests. This is a decision for the Board of Mayor and Aldermen.



LUMBER COMPANY

1019 Route 519 | Eighty Four, PA 15360 | 724-228-8820

March 1, 2023

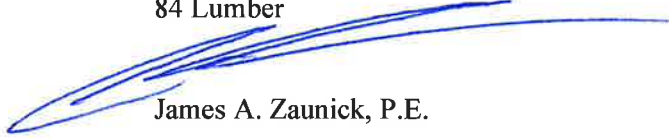
Bruce Richardson, City Administrator
City of La Vergne
5093 Murfreesboro Road
La Vergne TN

Re: 84 Lumber
Rezoning

Please be advised that we hereby withdraw our application to rezone the parcels identified as 6.00 & 5.00 of Tax Map 18 K located on Jefferson Pike.

Sincerely,

84 Lumber



James A. Zaunick, P.E.

ORDINANCE #2023-03

AN ORDINANCE TO AMEND THE CITY OF LA VERGNE ZONING ORDINANCE BY CHANGING THE OFFICIAL ZONING MAP FOR A PORTION OF TAX MAP 18K, GROUP A, PARCEL 6, CONSISTING OF APPROXIMATELY 13.63 ACRES, LOCATED NEAR WHEELER STREET AND JEFFERSON PIKE, FROM AN I-1 (LIGHT INDUSTRIAL) ZONING DISTRICT TO AN I-2 (HEAVY INDUSTRIAL) ZONING DISTRICT.

WHEREAS, a request has been made by SEC, Inc., to rezone property located within the City of La Vergne; and

WHEREAS, the City of La Vergne Planning Commission, on December 27, 2022, made an unfavorable recommendation to the Board of Mayor and Aldermen that this request be approved.

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

SECTION 1. That the Zoning Ordinance be and is hereby amended by making certain changes to the Official Zoning Map for the City of La Vergne, by changing a portion of the property identified as Tax Map 18K, Group A, Parcel 6 from an I-1 (Light Industrial) Zoning District to an I-2 (Heavy Industrial) Zoning District. This property consists of approximately 13.63 acres and is owned by 84 Lumber, who authorized the submittal of application #ZR-2022-04 for the rezoning of this property, which is attached to and made a part of this ordinance as though copied herein.

SECTION 2. BE IT FURTHER ORDAINED, that the Codes and Planning Department is hereby authorized and directed, upon approval of this Ordinance to cause the change to be made on the Official Zoning Map, as set out in Section 1 of this Ordinance, and to make notation thereon of reference to the date of passage and approval of this Ordinance.

SECTION 3. BE IT FURTHER ORDAINED, that this Ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of the City of La Vergne requiring it.

LEGAL STATUS PROVISIONS

Approved and certified by the Planning Commission:

Chairman

Date

Public Hearing Held: _____

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.

City of La Vergne, Tennessee
5093 Murfreesboro Road, La Vergne, TN 37086 ♦ (615) 793-6295

REZONING REQUEST APPLICATION

For a Rezoning Request, the City of La Vergne **requires** the following:

1. Completion of this application. Please type or print the information in blue or black ink.
2. A map of the property. (See Zoning Ordinance for Specific Details.)
3. A label matrix with a list of Names **and** addresses of all adjacent property owners within 500 feet.
4. A legal description of the property, if available.
5. If the applicant is not the property owner, a letter from the property owner must be attached giving the applicant the authority to request rezoning.
6. A letter summarizing the project proposal, including the proposed usage of the land, reason for the rezoning request and justification for the rezoning request.
7. Payment of a Non-Refundable \$300.00 application fee. (Checks should be made payable to "City of La Vergne")

Request No. ZR-2022-04

(Assigned by the City Recorder)

Date Submitted: 11/28/2022

SECTION 1 - Applicant Information (Any Correspondence from the City will be addressed to the applicant.)

☐ Property Owner ☐ Purchaser of Property ☐ Engineer ☐ Trustee
☐ Architect ☒ Other: LANDSCAPE ARCHITECT

Name: BRIAN GROVER Phone #: (615-648-7085)

Business: S.E.C. Inc. E-Mail: bgrover@sec-civil.com

Address: 850 MIDDLE TN BLVD Best Way to Contact: E-MAIL
(Mail, E-Mail, Phone)

City: MURFREESBORO State: TN Zip: 37129

SECTION 2 - Property Information for the Rezoning Request

Tax Map	Parcel(s)	Current Zoning District	Requested Zoning District	# of Acres	Property Owner
018K	6.00	I-1	I-2	13.63	84 Lumber

*** Reason for Rezoning must be included on an attached sheet.

Project Name: 84 LUMBER

Project Address: WHEELER STREET

Existing Land Use: VACANT

Proposed Land Use: STORAGE/PRODUCTION

Total Acreage of Project / Rezoning: REZONING $\approx$ 13.63 OF THE 14.91 ACRES TO T-2

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

Applicant's Signature: Yh. Brian L. Lerner Date: 12/14/2022

CITY OF LA VERGNE
PLAN REVIEW APPLICATION

For Staff Use Only
Project Name: _____ Date: _____ Fee: _____

Please submit Application Forms in person to the
City of La Vergne Codes Building Front Desk/City Planner

Project Name: 84 LUMBER

Project Address: WHEELER STREET

Land Use Existing: LIGHT-INDUSTRIAL (I-1) VACANT

Land Use Proposed: HEAVY-INDUSTRIAL (I-2) STORAGE/PRODUCTION

Existing Zoning District LIGHT INDUSTRIAL (I-1)

Tax Map(s) & Parcel Number(s): TAX MAP C18K GROUP A' PARCEL 6.00

Check one or more of the following:

- | | |
|---|--|
| ☐ Concept Plan for Major Subdivision | ☐ Site Plan |
| ☐ Preliminary Subdivision Plat for Minor Subdivision | ☐ Variance* |
| ☐ Preliminary Subdivision Plat for Major Subdivision | ☒ Rezoning* |
| ☐ Final Subdivision Plat for Minor Subdivision | ☐ Road or alley abandonment |
| ☐ Final Subdivision Plat for Major Subdivision | ☐ Special Exception* |
| ☐ Final Subdivision Plat for Condominium | |

*These requests require an additional application form.

****NOTE: A letter explaining the proposal must accompany all requests.****

Environmental Constraints on Site?

- | | |
|---|--------|
| 1. Are there slopes of 12-20% or greater on site? | Yes No |
| 2. Is the development located in a local regulatory flood plain/zone? | Yes No |

Engineer/Designer (if applicable) Print Name BRIAN GROVER

Address 850 MEADOW LN BLVD Zip Code 37129

Daytime Phone 615-890-7901 Fax _____ E-mail: bgrover@sec-civil.com

Attorney (if applicable) Print Name _____

Address _____ Zip Code _____

Daytime Phone _____ Fax _____ E-mail _____

City of La Vergne Planning Department
5089 Murfreesboro Road
La Vergne, TN 37086

Contact PersonPrint Name BREAN GROVERAddress 850 MIDDLE TN BLVD. Zip Code 37129Daytime Phone 615-640-7085 Fax _____ E-mail bgrover@SEC-civil.com

The undersigned has read the application associated with the above listed review request and is familiar with the information submitted herewith. It is agreed and understood that the undersigned will be held responsible for its accuracy. The undersigned warrants their authority to bind the owner and to subject the property to restrictions and conditions that may be attached to the proposed development.

Applicant (if other than owner)Print Name BREAN GROVER Signature Brian GroverAddress 850 MIDDLE TN BLVD Zip Code 37129Daytime Phone 615-648-7085**Owner(s)**Print Name Jim Zaurick Signature [Signature]Address 1019 Route 519 EIGHTH FIVE PA Zip Code 15330Daytime Phone 412 947 0066

Print Name _____ Signature _____

Address _____ Zip Code _____

Daytime Phone _____

Certification Statement

I hereby certify that Pierce Hardy Limited Partnership is the owner of the property located at JEFFERSON PIKE, LA VERGNE TN which is the subject of this application, and that I, Jim Zaunick in my capacity as ASSIST SECRETARY, am authorized to sign this application on behalf of the owner.

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


Signature

11-23-22

Date

Jim Zaunick ASSIST SECRETARY
Printed Name and Title

Note: A Certification Statement must be submitted with an application form requiring the owner's signature if the owner of the subject property is a corporation, limited liability company, partnership, association, trustee, etc., or if someone other than the owner signs the application. All Certification Statements **must** be notarized.



11/23/2022

Date

Notary Seal
Commonwealth of Pennsylvania - Notary Seal
Timothy J. Deer, Notary Public
Washington County
My commission expires November 22, 2024
Commission number 1037043
Member, Pennsylvania Association of Notaries

City of La Vergne Planning Department
5089 Murfreesboro Road
La Vergne, TN 37086
Phone: 615-213-2624 Fax: 615-213-8692

SEC, Inc.

SITE ENGINEERING CONSULTANTS

Engineering • Surveying • Land Planning
850 Middle Tennessee Blvd, Murfreesboro, TN 37129

December 15, 2022

Bo Logan
City of LaVergne
Planning Department
5175 Murfreesboro Rd
La Vergne, TN 37086

RE: 84 Lumber on Jefferson Pike
Requesting Rezoning
LaVergne, TN
SEC#22778

Dear Mr. Logan,

Please accept this letter and the revised accompanying materials as our application to rezone the property at Wheeler Street. We have previously included a check in the amount of \$750 for the review fee. We have included the application forms, checklist, label matrix, and owner affidavit. In addition, we have included 10 folded copies of the project concept plan. A digital copy has been emailed to you as well.

84 Lumber has been operating in the LaVergne area for approximately twenty years and is seeking to grow. This rezoning will allow for 84 Lumber to expand its operations. The parcel is currently zoned Light Industrial (I-1) and is identified as Parcel 6.00 of Tax Map 18K. We are seeking to rezone approximately 13.63 acres to Heavy Industrial (I-2), with approximately 1.28 acres remaining as Light Industrial (I-1) along Jefferson Pike. The existing 84 Lumber property to the north is zoned Heavy Industrial (I-2). Land to the east is zoned Light Industrial (I-1). Land to the southeast, west, and southwest are zoned Medium Density Residential (R-2). This request will allow 84 Lumber to expand its operations by providing additional storage areas and a manufacturing component that produces Engineered Wood Products. Currently, the parcel is vacant and heavily wooded, with a gas easement as its largest feature. The proposed site shall be accessed through the existing 84 Lumber property, which is accessed by Wheeler Street. This request is consistent with other developments along this industrial corridor.

If you should have any questions or I may be of further assistance, I can be contacted at 615-890-7901 or via email at mtaylor@sec-civil.com. Our fax number is 615-895-2567.

Sincerely,



Matt Taylor, P.E.
Vice-President
SEC, Inc.



LUMBER COMPANY

1019 Route 519 | Eighty Four, PA 15360 | 724-228-8820

December 15, 2022

City of La Vergne
5093 Murfreesboro Road

Re: Statement of Operations
84 Lumber New EWP Operation
Wheeler Street

The proposed 84 Lumber project consists of a 6,825 sf manufacturing facility, which includes a 875 sf office area, and an asphalt paved storage yard. This EWP (Engineering Wood Products) operation will be a supplement to the existing manufacturing facility, located directly across Wheeler Street. The EWP operation will employ approx. 3-5 people and the hours of operation for the will be approximately 7 AM to 6 PM Monday through Friday. The daily operations consist of converting large lengths of engineered lumber to project specific orders. Fork lifts are used to move the material from the yard onto a conveyor, and after the product is cut to specification, unload the material from the outgoing rollers and store the product in the yard for shipment. Deliveries inbound will consist of 2-3 tractor trailers in the morning(6AM-7AM) and 2-3 in the afternoon (3PM -4PM). Outbound deliveries will be the same. The facility is not open to the public.

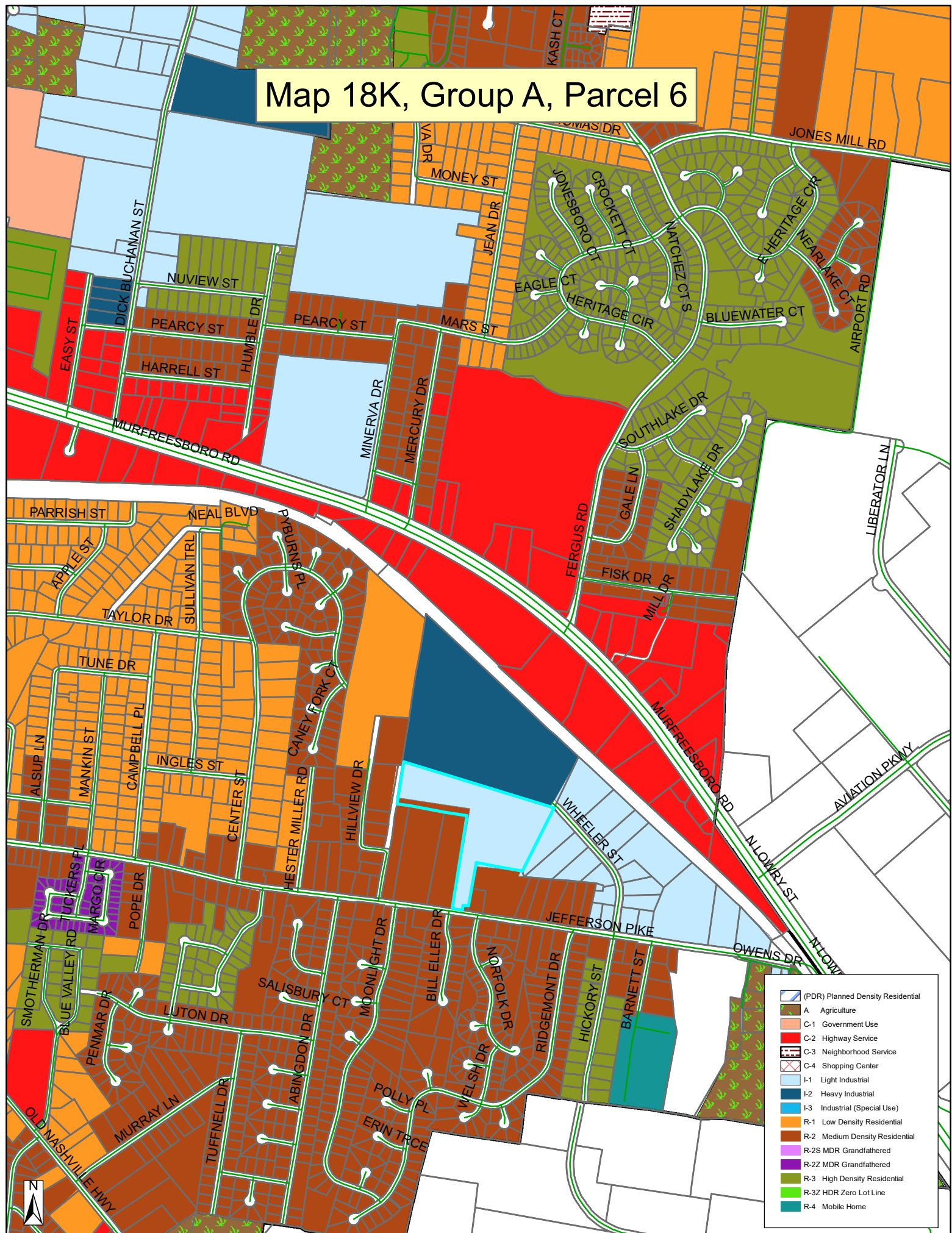
Sincerely,
84 Lumber

James A. Zaunick, P.E.

Map 18K, Group A, Parcel 6



Map 18K, Group A, Parcel 6



February 2, 2023

Bruce E. Richardson, CMFO, CMC
City Administrator / City Recorder
City of La Vergne
5093 Murfreesboro Road
La Vergne, TN 37086

Mr. Richardson:

On behalf of my clients and their request to rezone a portion of the 84 Lumber property along Wheeler Street to expand their operations, we would like to formally request a 30-day deferral for this rezoning application. This will provide us with the time to evaluate the concerns of neighbors.

If you should have any questions regarding this deferral request, feel free to call me at 615-890-7901 or email me at mtaylor@sec-civil.com to discuss them.

Sincerely,



Matt Taylor, P.E.
Vice-President
SEC, Inc.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: March 2, 2023

Item Title: Second Reading - **Ordinance #2023-04** - An Ordinance to Amend the Fiscal Year 2022-2023 State Street Aid Fund Budget.

Department: Finance

Presented By: Phillis Rogers

Item Attachments: 1. Ordinance #2023-04

Summary:

This ordinance is to amend the State Street Aid Budget for 2022-2023 for repair and maintenance of roads.

Background Information:

This ordinance, as amended, will allow for paving of Holland Ridge Drive and Bill Stewart Blvd in La Vergne that was not included in the fiscal year 2022-2023 budget.

Financial Summary:

The cost for paving and striping will be approximately \$800,000 and will come from the Fund Balance of the State Street Aid Fund.

Staff Recommendation:

Staff recommends approval

ORDINANCE #2023-04

AN ORDINANCE TO AMEND THE FISCAL YEAR 2022-2023 STATE STREET AID FUND BUDGET.

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

The 2022-2023 Budget is hereby amended for the **State Street Aid Fund** by providing for:

Increased Expenditures for account number:

121-43100-268	Repair & Maintenance Roads	\$	800,000
---------------	----------------------------	----	---------

Decrease Fund Balance:

121-37840	Transfer from Fund Balance	\$	800,000
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THIS ORDINANCE SHALL TAKE EFFECT FROM AND AFTER THE DATE OF FINAL PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: March 2, 2023

Item Title: Second Reading - **Ordinance #2023-05** - An Ordinance to Amend the Fiscal Year 2022-2023 General Fund Budget.

Department: Finance

Presented By: Bruce Richardson

Item Attachments: 1. Ordinance #2023-05

Summary:

This is an ordinance to amend the Fiscal Year 2022-2023 General Fund Budget for the Strategic Planning Retreat.

Background Information:

This was a budget amendment to provide funding for the Strategic Planning Retreat that we had planned to conduct in March. Since we started this process, we have had to postpone the planning retreat. We will not be having the planning retreat in this fiscal year, so we will plan to put the funding in next year's budget. Since we will not have the retreat this year, we will not need this budget amendment.

Financial Summary:

The estimated cost for the Strategic Planning Retreat was \$12,000.

Staff Recommendation:

Staff recommends that this ordinance be denied on second reading.

ORDINANCE #2023-05

AN ORDINANCE TO AMEND THE FISCAL YEAR 2022-2023 GENERAL FUND BUDGET.

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

The 2022-2023 Budget is hereby amended for the **General Fund** by providing for:

Increased Expenditures for account number:

110-41810-378	City Hall - Employee Relations	\$	12,000
---------------	--------------------------------	----	--------

Decrease Fund Balance:

110-37840	Transfer from Fund Balance	\$	12,000
-----------	----------------------------	----	--------

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

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: March 2, 2023

Item Title: Bid - Construction of Public Works and Community Development Services Facility.

Department: City Administrator

Presented By: Kyle Brown

Item Attachments:

1. Recommendation - Lambe & Associates
2. Bid - Alston Construction

Summary:

This is an item to award the bid for the construction of the Public Works and Community Development Services Facility.

Background Information:

Back on September 29, 2022, we opened bids for the Public Works and Community Development Services Facility. We only received one bid and we felt that the price was high, so the bid was rejected and we decided to wait a few months before putting it back out. We put this back out for bids in late January and we opened bids on February 23, 2023. This time, we received two bids, but both bids were actually higher than the September bid. The bids received were as follows:

- Alston Construction Company, Inc. - \$25,500,000
- Baron Construction, LLC - \$26,997,000

The recommendation from our consultant, Lambe & Associates, is to award the bid to Alston Construction Company, Inc. for \$25,500,000. The funding for this project will come from our fund reserves in the General Fund, Stormwater Fund and Water/Sewer Fund. Initially, everything will be paid out of the Water/Sewer Fund and we will have to reimburse that fund from the other two funds. The final allocations to

each fund should be:

	General Fund	Stormwater Fund*	Water and Sewer Fund**
Allocation Percentage	30%	15%	55%
Allocation Amount	\$7,650,000	\$3,825,000.00	\$14,025,000.00
Sale of Buildings		\$925,000.00	\$1,500,000.00
Net Cost per Fund	\$7,650,000	\$2,900,000	\$12,525,000
*Future Sale of the Stormwater Building will go toward the Stormwater portion.			
**Sale of the Public Works Building will go toward the Public Works portion.			

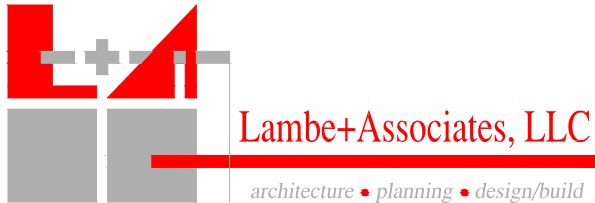
Staff agrees that the low bid is the best bid for the city. If the city were to put the bid out again for bids, we feel that the cost will continue to get higher.

Financial Summary:

The total cost to the city should be \$23,075,000 after you consider the revenues generated by the sale of the two properties.

Staff Recommendation:

Staff recommends awarding the bid to Alston Construction Company for \$25,500,000.



February 28, 2023

Kyle Brown, Asst. City Administrator
City of La Vergne, Tennessee
1320 West Main, Suite 103
La Vergne, TN 37086

**RE: Recommendation to Award
Public Works and Community Development Services Facility
L+A Project No. 2110**

Kyle,

Following receipt and review of the bids received on 02.23.23 for the above referenced project, Lambe + Associates, LLC would recommend the contract for the project be awarded to:

***Alston Construction Company, Inc.
501 Corporate Centre Drive
Suite 310
Franklin, TN 37067***

as the lowest, responsive bidder based on acceptance of the Base Bid for a total contract amount of **\$25,500,000.00**.

Please feel free to contact me at 615.771.9601 or 615.973.4290 should you have any questions regarding this recommendation.

Sincerely,

Lambe + Associates, LLC

Timothy A. Lambe, AIA/NCARB
Principal

xc: L+A Project File 2110
Bruce Richardson, City Administrator
Juliet Williams, Executive Assistant

BID ENCLOSED – DO NOT OPEN

Project:

- City of La Vergne Public Works & Community Development Services Facility
at 1500 E Nir Shreibman Drive, La Vergne Tennessee 37086

Bid Opening Date & Time:

- February 23, 2023 until 2:00 PM CST

Bidder:

- Alston Construction Company, Inc.
- License Number: 49760
- Expiration Date: November 30, 2024
- Classification: BC-B
- Monetary Limit: Unlimited

Subcontractors:

- **Electrical:** Electrical Contracting Enterprises, LLC
License No: 51504
Expiration Date: 11/30/2024
Monetary Limit: Unlimited
Classification: CE
- **Mechanical – HVAC:** The Comfort Group, Inc.
License No: 11415
Expiration Date: 09/30/2023
Monetary Limit: Unlimited
Classification: CMC, CE, MU
- **Mechanical – Plumbing:** The Comfort Group, Inc.
License No: 11415
Expiration Date: 09/30/2023
Monetary Limit: Unlimited
Classification: CMC, CE, MU
- **Masonry:** B&M Masonry, Inc.
License No: 71659
Expiration Date: 12/31/2023

PROJECT MANUAL
for
**City of La Vergne Public Works and
Community Development Services Facility**
1500 E Nir Shreibman Drive
La Vergne Tennessee 37086



January 22, 2023

Architect
Lambe + Associates, LLC.
106 Mission Court, Suite 303
Franklin, Tennessee 37067
Phone: 615-771-9601

L+A Job No. 2110

City of La Vergne Public Works and Community Development Services Facility

Index of Enclosed Documents

004100___Bid Form

004117___Iran Divestment Act Compliance

004177___Bid Bond Form

004517___Affidavit of License Certificate

Copy of Tennessee Contractors License

004519___Affidavit of Non-Collusion

004519___Affidavit of Title VI Compliance

004549___Affidavit of Drug Free Workplace

005117___Indemnification Agreement

Qualification of Bidders:

Attachment A – Information about Project Manager & Supporting Staff

Attachment B – Project References

Attachment C – Proposed Subcontractors

BID FORM

PROJECT DESIGNATION (to appear on sealed envelope containing the bid):

**Contract for the Construction Phase of the
City of La Vergne Public Works and
Community Development Services Facility**

OWNER

City of La Vergne Public Works and
Community Development Services Facility
5093 Murfreesboro Road
La Vergne, Tennessee 37086

PROPOSAL OF Alston Construction Company, Inc. ,

(hereinafter called the "**Bidder**"), organized and existing under

the laws of the State of California ,

and doing business as a corporation *

* (insert "A corporation", "a partnership", or "an individual" as applicable).

Gentlemen:

The Bidder, in compliance with your Invitation to Bid for the construction of:

**Contract for the Construction Phase of the City of La Vergne
Public Works and Community Development Services Facility**

having examined the Drawings, Specifications, other Contract Documents, the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed Project including the availability of materials and labor, hereby proposes to furnish all labor, materials, equipment and supplies and to construct the Project in accordance with the Contract Documents, within the limits established therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents.

The Bidder hereby agrees to commence work on this Project on or before a date to be specified in a written "Notice to Proceed" issued by the Owner and to fully

BID FORM 004100 - 2
City of LaVergne Public Works and
Community Development Services Facility - 2110

complete the Project within **365 consecutive calendar days** thereafter as stipulated in the General Conditions. Bidder further agrees to pay as liquidated damages the sum of **\$1000.00** per day for each consecutive calendar day thereafter as provided in Article 19 of the General Conditions.

Bidder acknowledges receipt of the following Addenda and Qualifications to questions:

Qualifications/	Addendum No. <u>1</u>	Dated <u>February 02, 2023</u>
Qualifications/	Addendum No. <u>2</u>	Dated <u>February 10, 2023</u>
Qualifications/	Addendum No. <u>3</u>	Dated <u>February 20, 2023</u>
Qualifications/	Addendum No. _____	Dated _____
Qualifications/	Addendum No. _____	Dated _____

Entire Project: The Bidder hereby agrees to furnish all labor, materials, and equipment for the construction of the Public Works and Community Development Services Facility for the City of La Vergne; as required for a complete operating installation as described in the Contract Documents for the total Contract Price of:
twenty five million five hundred thousand Dollars
(In words)

and 00 cents.

Contract No. _____ **LUMP CONTRACT PRICE: \$** 25,500,000
(in figures)

If an alternate is selected by the Owner, the Bidder proposes to do the Work required by the Contract Documents by increasing or decreasing the Base Bid the following amount: Fill in the amounts words and numbers.

1. Alternate Num 1: Increase/Decrease \$ _____
2. Alternate Num 2: Increase/Decrease \$ _____
3. Alternate Num 3: Increase/Decrease \$ _____

UNIT PRICES. This Bidder proposes the following Unit Prices for use in the construction contract if accepted by the Owner:

Rock excavation \$ _____ per cubic yard.

BID FORM 004100 - 3
City of LaVergne Public Works and
Community Development Services Facility - 2110

Submission of Bid Form represents that by submitting this Bid Form, the Bidder certifies that Bidder has visited the project site, is aware of existing conditions which will affect the work, and has reviewed the Contract Documents, including any following Addenda:

Bid Qualifications if any will be submitted and reasons for qualifications with this Bid form at the end of the Bid Form. Include impact of bid qualifications on time, cost or quality. Bid qualifications may include: Cash flow requirements, assumptions for access to the work, assumptions for staging the work, assumptions for protecting the existing and abutting work, proposed modifications to the General and Supplementary Conditions, proposed modifications to the drawings and specifications.

Signature signed and sealed (Enter date, Bidder's Signature, title, name of firm, legal business address, phone and fax numbers, and email address).

- Signature: [Signature]
- Name and Title: Wayne Francis, Project Director
- Firm: Alston Construction Company, Inc.
- Address: 501 Corporate Centre Drive, Suite 310
- City, State, Zip: Franklin, TN, 37067
- Telephone: (615) 806-1384
- Fax: (615) 385-9856
- Email: wfrancis@alstonco.com

Where the Bid Form requests prices in both words and figures, both blanks are to be completed; and in case of a discrepancy, words shall govern.

The above prices include all costs of labor, materials, supplies, equipment, overhead and profit and other items required to complete the work as required by the Contract Documents.

The Bidder understands that the Owner reserves the right to reject any and all bids and to waive any informality in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of **sixty (60) calendar days** after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this Bid, the Bidder shall execute the formal Agreement within fifteen (15) days and deliver a Performance and Payment Bond(s) as required by the Contract Documents.

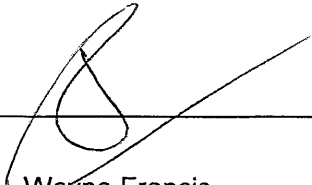
The Bid Security in the amount of one million two hundred
Seventy Five thousand Dollars (\$ 1,275,000)

is to become the property of the Owner in the event the Agreement and Performance and Payment Bond(s) are not executed within the time set forth

BID FORM 004100 - 4
City of LaVergne Public Works and
Community Development Services Facility - 2110

above, such payment is to be considered as liquidated damages for the delay and expense to the Owner caused thereby.

Respectfully Submitted: Alston Construction Company, Inc.
(Firm Name)

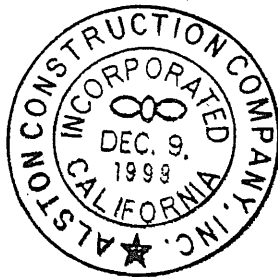
BY: 
(Signature)

Wayne Francis
(Typed or Lettered Name)

SEAL
(if Bid is by a Corporation) Project Director
(Title of Individual Signing Bid)

501 Corporate Centre Drive, Suite 310, Franklin, TN 37067
(Business Address)

END OF BID FORM



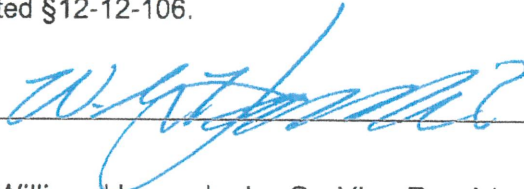
IRAN DIVESTMENT ACT COMPLIANCE - 1

City of LaVergne Public Works and
Community Development Services Facility - 2110

IRAN DIVESTMENT ACT COMPLIANCE

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated §12-12-106.

SIGNATURE:



TITLE:

William Hancock, Jr - Sr. Vice President

DATE

2/17/23

BID BOND FORM 004177- 1
City of LaVergne Public Works and
Community Development Services Facility - 2110

BID BOND FORM

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
Alston Construction Company, Inc. as Principal,
and Berkshire Hathaway Specialty Insurance Company as Surety, are hereby held
and firmly bound unto City of LaVergne, TN as Owner in the penal sum
of Five Percent of Amount Bid (5%) for The payment of which,
well and truly to be made, we hereby jointly and severally bind ourselves, our heirs,
executors, administrators, successors and assigns. Signed this
23rd day of February, 2023. The
condition of the above obligation is such that whereas the Principal has submitted to
City of LaVergne, TN a certain BID attached hereto and hereby
made a part hereof to enter into a contract in writing, for the
City of LaVergne Public Works and Community Development Services Facility

NOW THEREFORE,

- (a) If said BID shall be rejected, or in the alternate,
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID.

then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agree that the liability of the Surety and for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its BOND shall be in no way impaired or affected by an extension of the time within which the Owner may accept such BID; and said Surety does hereby waive notice of such extension.

BID BOND FORM 004177- 2
City of LaVergne Public Works and
Community Development Services Facility - 2110

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Alston Construction Company, Inc.



Principal (L.S.)

Berkshire Hathaway Specialty Insurance Company

Surety

BY 

Paula M. Eby, Attorney-In-Fact

IMPORTANT - Surety Companies executing BONDS must appear on the Treasury Department's most current List (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

NOTE TO BIDDER:

Bid Bond must be furnished utilizing this form unless the Owner approves an alternate form in writing. Such alternate form must be submitted to the Engineer for review no later than ten (10) days prior to the bid opening.

END OF BID BOND FORM

ACKNOWLEDGEMENT OF SURETY

STATE OF OHIO
COUNTY OF FRANKLIN

On this 23rd day of February, 2023,
before me personally came Paula M. Eby to me known, who being by so duly
sworn, did depose and say that she is the Attorney-In-Fact of:

Berkshire Hathaway Specialty Insurance Company

The Corporation described in and which executed the foregoing instrument; that
she knows the seal of said Corporation; that the seal affixed by authority granted
to her in accordance with By-Laws of the said Corporation, and that she signed her
name thereto by like authority.



Jillian R. Siefert, Notary Public



Jillian R. Siefert
Notary Public, State of Ohio
My Commission Expires:
May 01, 2026



Berkshire Hathaway
Specialty Insurance

31864

Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: **Paula M. Eby, Susan K. Landreth, Kimberly Bragg, Sarah E. Green, 233 South Wacker Dr, Suite 2000 of the city of Chicago, State of Illinois**, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of December 20, 2018. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. The following signature by an authorized officer of the Company may be a facsimile, which shall be deemed the equivalent of and constitute the written signature of such officer of the Company for all purposes regarding this Power of Attorney, including satisfaction of any signature requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.

**BERKSHIRE HATHAWAY SPECIALTY
INSURANCE COMPANY,**

By:

David Fields, Executive Vice President



**NATIONAL INDEMNITY COMPANY,
NATIONAL LIABILITY & FIRE INSURANCE COMPANY,**

By:

David Fields, Vice President

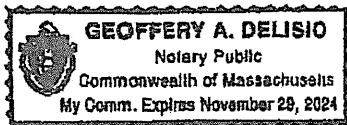


NOTARY

State of Massachusetts, County of Suffolk, ss:

On this 20th day of December, 2018, before me appeared David Fields, Executive Vice President of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY** and Vice President of **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]



Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this February 23, 2023.



Officer

To verify the authenticity of this Power of Attorney please contact us at: BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor, Boston, MA 02111 | (770) 625-2516 or by email at Paula.Eby@bhsispecialty.com. **THIS POWER OF ATTORNEY IS VOID IF ALTERED**
To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at claims@bhsispecialty.com, via fax to (617) 507-8259, or via mail.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)

ARTICLE V.

CORPORATE ACTIONS

....

EXECUTION OF DOCUMENTS:

....

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and
- (2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

NATIONAL INDEMNITY COMPANY (BY-LAWS)

Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

AFFIDAVIT OF LICENSE CERTIFICATE E 004517 - 1
City of LaVergne Public Works and
Community Development Services Facility - 2110

AFFIDAVIT OF LICENSE CERTIFICATE
a form required of Bidders and Proposers proposing to serve as contractors for
construction projects for the
City of La Vergne, Tennessee

State of Tennessee)
County of Williamson) SS

Affiant, William Hancock, Jr., deposes and makes oath
of construction management services
(printed name of person signing Affidavit)

1. He or she is the Sr. Vice President of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Alston Construction Company, Inc.
(legal name of entity submitting bid or proposal)

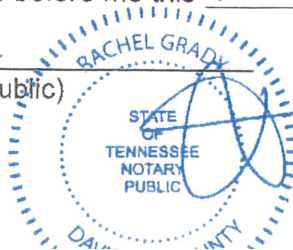
- the Bidder or Proposer who has submitted the attached bid or proposal;
2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer has fully complied with all requirements of the Contractors Licensing Act of 1994 as the same may be amended from time to time (Chapter 6 ("General Contractors") of Title 62 ("Professions, Businesses and Trades"), Tennessee Code Annotated; TCA §62-6-101, et. seq.);
4. The Bidder or Proposer was issued, by the state board for licensing contractors, Certificate of License No. 49760 with a date of expiration of November 30, 2024, a true and correct photocopy of which certificate of license is attached hereto and hereby made a part hereof;
5. The Bidder's or Proposer's certificate of license is not currently expired or revoked or otherwise terminated or suspended; and
6. This Affidavit is made on personal knowledge.

[Signature]
(signature of Affiant)

Sr. Vice President
(title of Affiant)

Sworn and subscribed to before me this 17 day of February, 2023

Rachel Grady
(Notary Public)



My Commission Expires: _____
My Commission Expires
January 11, 2026

STATE OF TENNESSEE
DEPARTMENT OF
COMMERCE AND INSURANCE

ALSTON CONSTRUCTION COMPANY, INC

395221

ID NUMBER: 49760
LIC STATUS: ACTIVE
EXPIRATION DATE: November 30, 2024

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR

THIS IS TO CERTIFY THAT ALL REQUIREMENTS
OF THE STATE OF TENNESSEE HAVE BEEN MET

ATTN:EVAN HAMILTON
ALSTON CONSTRUCTION COMPANY, INC
8775 FOLSOM BLVD
SUITE 201
SACRAMENTO, CA 95826

State of Tennessee

395221

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR
ALSTON CONSTRUCTION COMPANY, INC

This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER: 49760
LIC STATUS: ACTIVE
EXPIRATION DATE: November 30, 2024
UNLIMITED; BC-B



IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE

AFFIDAVIT OF NON-COLLUSION

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services
for the
City of La Vergne, Tennessee

State of Tennessee)
County of Williamson) SS

Affiant, William Hancock, Jr., deposes and makes oath
that:

(printed name of person signing Affidavit)

1. He or she is the Sr. Vice President of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Alston Construction Company, Inc.
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. Such bid or proposal is genuine and is not a collusive or sham bid or proposal;
4. Neither the said Bidder or Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any official or agent of the City of La Vergne or with any other firm, person, or potential or actual bidder or proposer to submit a collusive or sham bid or proposal in connection with the contract for which the attached bid or proposal has been submitted, or to refrain from bidding or proposing indirectly, or sought by agreement, or collusion, or communication, or conference with any other firm, person, or potential or actual bidder or proposer to fix the price or prices or cost element of the bid, quoted or proposed price or the bid, quoted or proposed price of any other potential or actual bidder or proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of La Vergne or any person interested in the proposed contract;
5. The price or prices quoted in the attached bid or proposal are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant; and
6. He or she understands that Article VIII, Section 16, of the City Charter of La Vergne, and T.C.A. §6-54-107, prohibit any member of the Board of Mayor and Aldermen, or officer elected by said Board, from being interested in any contract, or work of any kind whatever, under its control and direction, and any contract in which any such person shall have an interest shall be void and unenforceable, subjecting any funds received by contractor to be returned in full to the City, in addition to any other penalties provided by law.

(signature of Affiant)

Sr. Vice President

(title of Affiant)

Sworn and subscribed to before me this 17 day of February, 2023

(Notary Public)

My Commission Expires: _____

My Commission Expires
January 11, 2026

TITLE VI COMPLIANCE SURVEY

The City of La Vergne intends to fully comply with the Tennessee Department of Transportation's policy regarding TITLE VI of the CIVIL RIGHTS ACT of 1964: 49CFT, PART 21: related statutes and regulations to the end that no person shall be excluded from participation in or be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance from the U.S. Department of Transportation on the grounds of race, color, gender, age, disability or national origin.

Please complete the following information and return this survey to us with your completed bid.

NAME OF OWNER / CONTRACTOR: ALSTON CONSTRUCTION COMPANY, INC

ADDRESS OF OWNER / CONTRACTOR: 501 CORPORATE CENTRE DRIVE, SUITE 310
FRANKLIN TN 37067

COUNTY: WILLIAMSON

TYPE OF SERVICES PROVIDED: CONSTRUCTION

NAME OF CONTRACT: _____

DATE AWARDED: _____

OWNER / CONTRACTOR (Race / Gender)	EMPLOYEES (Number in each category)
White Male _____	White Male <u>326</u>
White Female _____	White Female <u>73</u>
African-American Male _____	African-American Male <u>14</u>
African-American Female _____	African-American Female _____
Hispanic Male _____	Hispanic Male <u>50</u>
Hispanic Female _____	Hispanic Female _____
Native American Male _____	Native American Male <u>1</u>
Native American Female _____	Native American Female _____
Asian-American Male _____	Asian-American Male <u>13</u>
Asian-American Female _____	Asian-American Female _____
Other _____ Male _____	Other <u>202 more races</u> Male <u>10</u>
Other _____ Female _____	Other _____ Female _____

DRUG-FREE WORKPLACE AFFIDAVIT 004549 - 1

City of LaVergne Public Works and
Community Development Services Facility - 2110

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF Tennessee)
COUNTY OF Williamson)

The undersigned principal officer of Alston Construction Company, Inc., an employer of five (5) or more employees, contracting with the City of La Vergne, Tennessee, to provide construction management services, hereby states under oath as follows:

1. That the undersigned is a principal officer of Alston Construction Company, Inc.
William Hancock Jr. (hereinafter referred to as the "Company") and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to Tennessee Code Annotated § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services or who is awarded a contract to provide construction services or who provides construction services to the state or local government to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9 of the Tennessee Code.
3. The Company is in compliance with Tennessee Code Annotated § 50-9-113.

Further affiant saith not.

William Hancock Jr.
Principal Officer William Hancock, Jr.

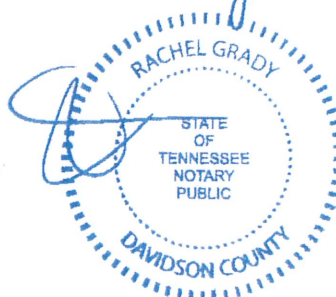
STATE OF Tennessee)
COUNTY OF Davidson) ss.

Before me personally appeared William Hancock Jr. with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and official seal this 17 day of February, 2023.

Rachel Grady
Notary Public

My Commission Expires: My Commission Expires
January 11, 2026



INDEMNIFICATION AGREEMENT 005117 - 1
City of LaVergne Public Works and
Community Development Services Facility - 2110

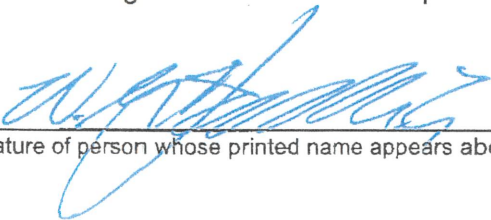
INDEMNIFICATION AGREEMENT
a form required of Bidders and Proposers on purchases of services for the
City of La Vergne, Tennessee

On behalf of Bidder/Proposer, William Hancock, Jr agrees that:
(printed name of person signing Agreement)

1. He or she is the Sr. Vice President of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Alston Construction Company, Inc.,
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer agrees to indemnify and save the Government of La Vergne, the City of La Vergne and individual, on or off duty, officers, and employees of the City of La Vergne, harmless from any and all losses, damages and expenses, including court costs and attorney's fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with the contract of which this Agreement is a part, excepting only such losses as shall be occasioned solely by the negligence of the City of La Vergne; and
4. This Agreement is made on personal knowledge.


(signature of person whose printed name appears above)

Sr. Vice President
(title of person whose printed name appears above)

**City of LaVergne Public Works and
Community Development Services Facility**

Qualifications of Bidders:

To demonstrate Bidder's qualifications to perform the Work, with the Bid, attached to the Project Manual the Bidder shall submit:

- A. Information about the Project Manager to include past experience (Bidder must demonstrate previous experience of five projects similar in nature)
Please see "Attachment A – Information about Project Manager & Supporting Staff"
- B. Three References (Must be entities where contractor has performed similar construction work, provide contact name, telephone number and project name)
Please see "Attachment B – Project References"
- C. List all proposed subcontractors and a detailed description of their involvement.
Please see "Attachment C – Proposed Subcontractors"

Attachment A – Information about Proposed Project Manager & Supporting Staff

Project Delivery Staff:

Wayne Francis – Project Director

Wayne will be the project director responsible for overall strategic planning, implementation, execution and client satisfaction. Wayne has more than 39 years experience, with sixteen years working with ENR top 50 construction management firms.

Danny Simpson – Sr. Project Manager

Danny has successfully delivered more than 100 new construction projects in his nearly 40 year career. Approximately half of all Danny's projects includes structural CMU, and all have included traditional structural steel or PEMB frames. His most recent projects include two 5-story Class A office buildings, two large high profile tenant fitouts, a video production sound stage and several industrial projects totaling more than 1m square feet. Danny will provide support for Patrick Buckley, Project Manager.

Patrick Buckley – Project Manager

Patrick has 18 years experience as a project manager and superintendent delivering commercial and industrial new construction projects. Virtually every project in the first 15 years of Patrick's career was for a public entity, whether municipality, city / county K-12 school system or state university. While working as a project manager for industry leading firms, he also worked as a consultant helping owners implement construction programs and as an adjunct professor teaching construction management classes at a state university.

Patrick is currently wrapping up a 45,000SF pre-engineered building with 4 docks, 1 drive-in door, and two story, 10,000SF fitout of office, training, meeting, breakroom and restroom facilities for a not-for-profit organization in downtown Nashville.

Below is a partial list of representative projects.

- Chico State University – Wildcat Recreation Center
- CK Price Middle School
- Harrison High School Football Stadium
- Apple Campus 2 (largest precast building in the world)
- California State University Sacramento Welcome Center & Plaza
- California State University Sacramento Parking Structure 5
- (2) Amazon Distribution Centers

Patrick will be the project manager for the project and primary contact for the City of LaVergne.

Brian Staggs – Superintendent

Brian will be the full time on site superintendent. Brian has 35 years' experience delivering projects in the public, institutional, commercial, industrial and hospitality markets including projects with the same or similar structural and architectural designs and features.

Project Support Staff:**William “Bill” Hancock Jr. – Regional Sr. Vice President**

Bill will be the executive in charge for this project. While Bill has regional responsibilities, Nashville is his home office.

Mike Hurley – Operations Manager

The operations manager is responsible for general business operations, including staffing, safety management, quality management, compliance with Alston prescribed procedures and core values, and financial performance for the Nashville business unit.

Lucas Layendecker – Regional Safety Manager

Lucas will work with our field staff to develop a project specific safety plan and site-specific safety orientation program, assist in pre-task planning, perform site safety inspections and provide additional safety training to address specific job hazards.

Rickey Molina – BIM/VDC Director

Rickey is Alston’s national director of virtual design. Rickey and his team will manage the BIM modeling and coordination efforts with the subcontractors.

Jestina Jordan – Project Accountant

The project accountant will process all project related cost, prepare project cost reports, assist the project manager in preparing monthly applications for payment, ensure subcontractors and suppliers are paid in a timely manner.

Karri Freeman – Contracts Administrator

The contracts administrator will assist the project management team in preparing the owner contract, subcontract agreements, material & equipment purchase orders, monitoring Alston and subcontractor insurance compliance, and change management.

Attachment B – Project References

Reference 1:

Project(s):

- One Music Circle South - 102,000 SF, 5-story class A office building with 290 parking spaces in 4 levels of subterranean parking structure.
- 35 Music Square East - 103,566 SF, 5-story class A office building with 265 parking spaces in 4 levels of subterranean parking structure.
- Multiple industrial warehouse projects

Owner / Client:

- Panattoni Development
- Jeff Konieczny – Senior Development Manager
- (615) 277-2886
- jkonieczny@panattoni.com

Reference 2:

Project:

- Clifton Triangle (Project Cure)
 - 45,000 SF, Pre-engineered metal building with standing seam metal roof, and two structural steel mezzanines. The building includes approximately 10,000 SF of office, meeting, restrooms and flex space on 2 floors. The building has 4 docks and 1 drive in door, as well 920 SF of storefront glazing

Owner / Client:

- Matador Equity Partners dba CACP Building, LLC
- Brad Cummings – Managing Partner
- (703) 772-1177
- brad@matadorequitypartners.com

Reference 3:

Project:

- Hydro-Gear Manufacturing Plant, Huntingdon TN
 - 84,701 SF, pre-engineered metal building with standing seam metal roof, and approximately 8,400 SF of office, meeting / training, break room and restroom fitout. Approximately 2,000 SF of restroom and training areas are constructed as FEMA rated storm shelters with storage or mechanical / electrical / process equipment on mezzanines above. The project included 10 docks and 1 drive in door. The manufacturing space is fully conditioned. The site includes 3 storm water detention areas, 326 parking spaces on concrete pavement, and large heavy duty concrete pavement dock aprons and truck driveway.

Owner / Client:

- Hydro-Gear
- Ray Hauser – President / CEO
- (217) 412-2122
- rhauser@hydro-gear.com

Attachment C – Proposed Subcontractors

The following subcontractors are the apparent qualified low bidders for the project. While this list does represent the subcontractors whose bid prices are included in Alston's bid, Alston reserves the right to contract with other subcontractors should it be discovered that their pricing does not adequately represent the required work, their safety records / performance does not meet Alston's high standard, their financial status does not support performance on the project or they represents unnecessary risk to the project or Alston, or if Alston and the subcontract cannot agree on contract terms and conditions.

Division 3 – Concrete:

- Concrete: Brothers Concrete

Division 4 – Masonry:

- Masonry: B&M Masonry

Division 5 – Metals:

- Metals: Triple Steel

Division 6 – Woods, Plastics, and Composites

- Rough Carpentry: Alston
- Plastic Laminate-Faced Architectural Cabinets: Chataeu

Division 7 – Thermal & Moisture Protection:

- Metal Soffit Panels: Alexander Metals
- Thermoplastic-Polyolefin (TPO) Roofing: Porter Roofing
- Gutters and Downspouts: Olympia Metal Buildings
- Penetration Firestopping & Joint Sealants

Division 8 – Openings:

- Overhead Coiling Doors: Arbon
- Aluminum-Framed Entrances and Storefronts & Transaction Windows: Wall Brothers
- Transaction Windows: Wall brothers
- Hollow Metal Doors & Frames, Flush Wood Doors, & Door Hardware: Schiller
- Glazing: Wall Brothers

Division 9 – Finishes:

- Non-Structural Metal Framing & Gypsum Board
- Tiling, Resilient Base, Static Dissipative Flooring, Resinous Flooring - Epoxy Floor & Carpeting: JTJ Flooring
- Acoustical Panel Ceilings: Acousti
- Interior Painting: Savage Brothers

Division 10 - Specialties

- Toilet Partitions & Toilet Accessories: Div 10
- Defibrillators and Cabinets: Alston
- Fire Protection Specialties: Div 10
- Solid Phenolic Lockers – Partition Systems International of South Carolina (PSISC)

Division 11 - Equipment

- Loading Dock Equipment: Arbon

Division 12 - Furnishings

- Countertops: Chateau

Division 13 – Special Construction

- Pre-engineered Metal Building: Olympia Steel Buildings

Division 14 – Conveying Systems: TKE

- Machine-Roomless Elevators

Division 21 – Fire Suppression: Citadel

- Wet-Pipe Sprinkler Systems

Division 22 - Plumbing

- Plumbing: Comfort Group

Division 23 – Heating Ventilating and Air Conditioning

- HVAC: Comfort Group

Division 31 - Earthwork

- Earthwork: Jones Bros

Division 32 – Exterior Improvements

- Asphalt Paving: Jones Bros
- Concrete Paving: Brothers Concrete
- High-Security Chain Link Fences and Gates
- Planting Irrigation, Soil Preparation, Turf and Grasses & Plants - LawnValue

Division 41 – Material Processing and Handling Equipment

- Bridge Cranes – LK Goodwin Co.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: March 2, 2023

Item Title:	State Contract Purchase - Microsoft Software Licensing Renewal.
Department:	Information Technology
Presented By:	Glenn Green
Item Attachments:	1. City of La Vergne - MS Signature Form 2. City of La Vergne Enterprise Enrollment Form 3. City of La Vergne M97 Amendment 12122022 4. City of Lavergne EA Renewal Final PSF 12102022 5. US_QUOTE_3000141679969.1

Summary:

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

Background Information:

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

Financial Summary:

\$95,003.35 yearly. (Cost can fluctuate yearly related to adding/removing equipment and licenses based on city computing needs)

Staff Recommendation:

Staff recommends approval.

Program Signature Form

MBA/MBSA number

01E73803

5-0000009476536

Agreement number

8294606

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Agreement	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Enterprise Enrollment	X20-10635
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Amendment	M97 (NEW)
Product Selection Form	1267677.004
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* City of La Vergne Signature* _____ Printed First and Last Name* _____ Printed Title _____ Signature Date* _____
Tax ID _____

* indicates required field

Microsoft Affiliate
Microsoft Corporation
Signature _____ Printed First and Last Name _____ Printed Title _____ Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* _____ Printed Title _____ Signature Date* _____

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* _____ Printed Title _____ Signature Date* _____

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
 Dept. 551, Volume Licensing
 6100 Neil Road, Suite 210
 Reno, Nevada 89511-1137
 USA

Enterprise Enrollment

State and Local

Enterprise Enrollment number
(Microsoft to complete)

8294606

Framework ID
(if applicable)

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Previous Enrollment number
(Reseller to complete)

8294606

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to “anniversary date” refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

“Additional Product” means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

“Community” means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer’s regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. Order requirements.

- a. Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. Adding Products.**
 - (i) Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.
- (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
- 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
- (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) Late true-up order. If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. Step-up Licenses. For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. Clerical errors. Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. Verifying compliance. Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

a. Price Levels. For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. Setting Prices. Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. Payment terms.

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. . The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. End of Enrollment term and termination.

a. General. At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

b. Renewal option. At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal.

Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. If Enrolled Affiliate elects not to renew.

(i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.

(iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. Termination for cause. Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. Early termination. Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

a. Community requirements. If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply

to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.



Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ Enrolled Affiliate only

☐ Enrolled Affiliate and all Affiliates

☐ Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

☐ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* City of La Vergne

Contact name* First Glenn **Last** Green

Contact email address* ggreen1@laveragnetn.gov

Street address* 5093 Murfreesboro Road

City* La Vergne

State* TN
Postal code* 37086-2706
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* USA
Phone* 931-648-5778
Tax ID
** indicates required fields*

- b. Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☒ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Last
Contact email address*
Street address*
City*
State*
Postal code* -
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country*
Phone*

Language preference. Choose the language for notices. English

☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

☒ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Last
Contact email address*
Phone*

☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

- d. Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* Dell Inc.
Street address (PO boxes will not be accepted)* One Dell Way
City* Round Rock
State* TX
Postal code* 78682
Country* United States
Contact name* Government Contract Admin
Phone* 847-465-3700
Contact email address* US_MS_VL_Admin@Dell.com
** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* _____
Printed name*
Printed title*
Date*

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
- (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

3. *Financing elections.*

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Amendment to Contract Documents

Enrollment Number

5-0000009476536

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment (Indirect) Invoice for Quoted Price Amendment ID M97

The price quoted to Enrolled Affiliate's Reseller is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate's Reseller based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate's Reseller will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

SKU Number	SKU Description	Existing Quantity	Incremental quantities
AAA-12436	ECALBridgeO365FromSA ALNG SubsVL MVL Pltfrm PerUsr	220	
AAA-12428	ECALBridgeO365 ALNG SubsVL MVL Pltfrm PerUsr		92
AAA-11924	O365 G3 FSA GCC Sub Per User	220	
AAA-11894	O365 G3 GCC Sub Per User	92	
NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on		312

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

(M97)EnrAmend(Ind)(InvoiceforQuotedPrice)(WW)(ENG)(Oct2020)(IU).docx		M97	B
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Proposal ID

1267677.004

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:

Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	266	312	0.9	-	User Licenses

Products	Enterprise Quantity
Office 365 Plans	
O365 G3 GCC	92
O365 G3 GCC FromSA	220
Client Access License (CAL)	
Enterprise CAL	
Bridge for Office 365	92
ECAL Bridge for Office 365 From SA	220
Windows Desktop	
Windows Enterprise OS Upgrade	266

Enrolled Affiliate's Product Quantities:

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	312	312	0	266

Enrolled Affiliate's Price Level:

Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D

Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.

D

Notes

Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.

Note 2: Unless otherwise indicated in associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.

Note 3: Enrolled Affiliate acknowledges that in order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. The requirement applies to Windows Enterprise OS Upgrade. See Product Terms for details.

Note 4: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.

Note 5: Bridge CAL, Office 365 Plan E3 Add Ons, EMS Add Ons, Windows Ent SA Per User Add Ons, and Enterprise Cloud Suite Add On quantities are not included for Price Leveling, as License quantities are determined by the corresponding Enterprise Online Service(s).



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000141679969.1	Sales Rep	Alex Silva
Total	\$95,003.35	Phone	(800) 456-3355, 6179136
Customer #	99016876	Email	Alex_Silva1@Dell.com
Quoted On	Jan. 13, 2023	Billing To	ACCOUNTS PAYABLE
Expires by	Jan. 31, 2023		TN-L CITY OF LAVERGNE
Contract Name	Standard governing terms		5093 MURFREESBORO RD
	in Supplier's quote		LA VERGNE, TN 37086
Contract Code	C000000006563		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,
Alex Silva

Shipping Group

Shipping To	Shipping Method
ACCOUNTS PAYABLE TN-L CITY OF LAVERGNE 5093 MURFREESBORO RD LA VERGNE, TN 37086-2706 (615) 287-8627	Standard Ground

Product	Unit Price	Quantity	Subtotal
VLA ENTERPRISE AUDIO CONFERENCING SELECT DIAL OUT GCC SUB	\$0.00	312	\$0.00
VLA ENTERPRISE WIN SVR STD CORE ALNG SA MVL 2LIC CORELIC	\$19.47	112	\$2,180.64
VLA ENTERPRISE SQL CAL DEVICE CAL SA ALL LANGUAGES	\$34.41	81	\$2,787.21
VLA ENTERPRISE SQL SERVER STD SA ALL LANGUAGES	\$147.92	2	\$295.84

VLA ENTERPRISE OFFICE365 G3 FROMSA SHRDSVR SUBLIC PER USR ALL LANG	\$201.31	220	\$44,288.20
VLA ENTERPRISE WINDOWS ENT PLATFORM UPGRADE/SA ALL LNG	\$58.41	16	\$934.56
VLA ENTERPRISE OFFICE365 G3 SHRDSVR SUBLIC PER USER ALL LANG	\$237.06	92	\$21,809.52
VLA ENTERPRISE WINDOWS ENT PLATFORM SOFTWARE ASSURANCE ALL LNG	\$46.65	250	\$11,662.50
VLA ENTERPRISE ENTCAL BRIDGE OFF365 PLATFORM SUBLIC PER USR ALL LNG	\$38.94	92	\$3,582.48
VLA ENTERPRISE ENTCAL BRIDGE OFF365 FROMSA PLATFORM SUBLIC PER USR ALL LNG	\$33.92	220	\$7,462.40

Subtotal:	\$95,003.35
Shipping:	\$0.00
Environmental Fee:	\$0.00
Non-Taxable Amount:	\$95,003.35
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$95,003.35
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Shipping Group Details

Shipping To	Shipping Method
ACCOUNTS PAYABLE TN-L CITY OF LAVERGNE 5093 MURFREESBORO RD LA VERGNE, TN 37086-2706 (615) 287-8627	Standard Ground

			Quantity	Subtotal
VLA ENTERPRISE AUDIO CONFERENCING SELECT DIAL OUT		\$0.00	312	\$0.00
GCC SUB				
Contract # C000000006563				
Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE AUDIO CONFERENCING SELECT DIAL OUT	AC389446	-	312	-
GCC SUB				
			Quantity	Subtotal
VLA ENTERPRISE WIN SVR STD CORE ALNG SA MVL 2LIC		\$19.47	112	\$2,180.64
CORELIC				
Contract # C000000006563				
Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE WIN SVR STD CORE ALNG SA MVL 2LIC	AC389463	-	112	-
CORELIC				
			Quantity	Subtotal
VLA ENTERPRISE SQL CAL DEVICE CAL SA ALL LANGUAGES		\$34.41	81	\$2,787.21
Contract # C000000006563				
Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE SQL CAL DEVICE CAL SA ALL LANGUAGES	AC425378	-	81	-
			Quantity	Subtotal
VLA ENTERPRISE SQL SERVER STD SA ALL LANGUAGES		\$147.92	2	\$295.84
Contract # C000000006563				
Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE SQL SERVER STD SA ALL LANGUAGES	AC425379	-	2	-
			Quantity	Subtotal
VLA ENTERPRISE OFFICE365 G3 FROMSA SHRDSVR SUBLIC PER		\$201.31	220	\$44,288.20
USR ALL LANG				
Contract # C000000006563				
Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE OFFICE365 G3 FROMSA SHRDSVR SUBLIC	AC425380	-	220	-
PER USR ALL LANG				
			Quantity	Subtotal
VLA ENTERPRISE WINDOWS ENT PLATFORM UPGRADE/SA ALL		\$58.41	16	\$934.56
LNG				
Contract # C000000006563				
Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE WINDOWS ENT PLATFORM UPGRADE/SA ALL	AC425377	-	16	-
LNG				
			Quantity	Subtotal
VLA ENTERPRISE OFFICE365 G3 SHRDSVR SUBLIC PER USER		\$237.06	92	\$21,809.52
ALL LANG				
Contract # C000000006563				

Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE OFFICE365 G3 SHRDSVR SUBLIC PER USER ALL LANG	AC425383	-	92	-
			Quantity	Subtotal
VLA ENTERPRISE WINDOWS ENT PLATFORM SOFTWARE ASSURANCE ALL LNG			250	\$11,662.50
Contract # C000000006563				
Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE WINDOWS ENT PLATFORM SOFTWARE ASSURANCE ALL LNG	AC425376	-	250	-
			Quantity	Subtotal
VLA ENTERPRISE ENTCAL BRIDGE OFF365 PLATFORM SUBLIC PER USR ALL LNG			92	\$3,582.48
Contract # C000000006563				
Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE ENTCAL BRIDGE OFF365 PLATFORM SUBLIC PER USR ALL LNG	AC425381	-	92	-
			Quantity	Subtotal
VLA ENTERPRISE ENTCAL BRIDGE OFF365 FROMSA PLATFORM SUBLIC PER USR ALL LNG			220	\$7,462.40
Contract # C000000006563				
Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE ENTCAL BRIDGE OFF365 FROMSA PLATFORM SUBLIC PER USR ALL LNG	AC425382	-	220	-
				Subtotal: \$95,003.35
				Shipping: \$0.00
				Environmental Fee: \$0.00
				Estimated Tax: \$0.00
				Total: \$95,003.35

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^DELL BUSINESS CREDIT (DBC): Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: March 2, 2023

Item Title: Sourcewell Contract Purchase - New Computers for Library.

Department: Information Technology

Presented By: Glenn Green

Item Attachments:

1. CDWG Quote
2. Purchase_Requisition

Summary:

Approve purchase of 35 new computers for the library.

Background Information:

This purchase will replace 35, 10+ year old computers with 35 new computers for library patrons. The library has applied for and received a technology grant from the Tennessee State Library and Archives. The grant will provide a reimbursement of 50% of the cost up to \$15,174.00.

Financial Summary:

The cost for the new computers is \$36,106.70. The city will receive \$15,174.00 in grant funds for a net cost to the city of \$20,932.70. This is a budgeted item.

Staff Recommendation:

Staff recommends approval.



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

Hardware Software Services IT Solutions Brands Research Hub

Review and Complete Purchase

GLENN GREEN,

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

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

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NFVM477	2/10/2023	MTLB802	3474155	\$36,106.70

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Lenovo ThinkCentre Tiny-in-One 22 Gen 4 - LED monitor - Full HD (1080p) - 2 Mfg. Part#: 11GSPAR1US Contract: Sourcwell 081419-CDW Tech Catalog (081419#CDW)	35	6206744	\$241.19	\$8,441.65
Logitech MK120 USB Wired Keyboard Mouse Set Mfg. Part#: 920-002565 UNSPSC: 43211706 Contract: Sourcwell 081419-CDW Tech Catalog (081419#CDW)	35	2124292	\$16.60	\$581.00
Lenovo ThinkCentre M70q - tiny - Core i7 10700T 2 GHz - 16 GB - SSD 256 GB Mfg. Part#: 11DT00FJUS Contract: Sourcwell 081419-CDW Tech Catalog (081419#CDW)	35	7107313	\$773.83	\$27,084.05

			SUBTOTAL	\$36,106.70
			SHIPPING	\$0.00
			SALES TAX	\$0.00
			GRAND TOTAL	\$36,106.70

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF LA VERGNE ACCTS PAYABLE 5093 MURFREESBORO RD LA VERGNE, TN 37086-2706 Phone: (615) 207-4679 Payment Terms: NET 30-VERBAL	Shipping Address: CITY OF LA VERGNE GLENN GREEN 5093 MURFREESBORO RD LA VERGNE, TN 37086-2706 Phone: (615) 207-4679 Shipping Method: UPS Ground (2- 3 Day)
Please remit payments to:	
CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	



Sales Contact Info

Brian Krull | (866) 537-4660 | briakru@cdwg.com

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$36,106.70	\$976.69/Month	\$36,106.70	\$1,125.45/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

Need Help?



My Account



Support



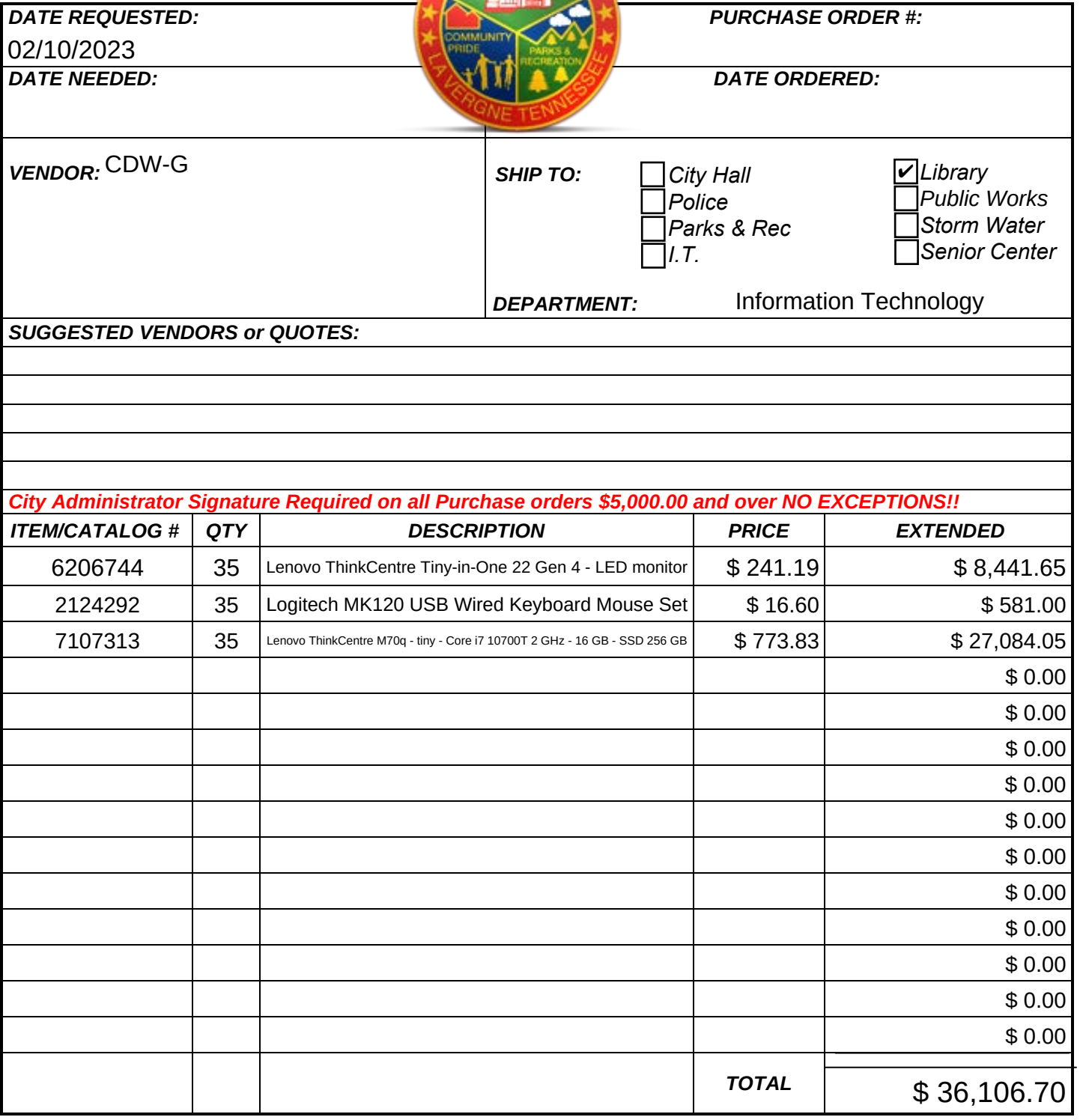
Call 800.800.4239

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

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager

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REQUESTOR: Glenn Green	ACCOUNT #: 110-44800-312	DEPARTMENT HEAD: Glenn Green
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AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: March 2, 2023

Item Title: Approve Amendment #1 to the Agreement with Kimley-Horn for the Blair Road West Extension Project.

Department: Engineering

Presented By: Kyle Brown

Item Attachments: 1. Blair Road West - Amendment 01 to Client Agreement

Summary:

This is an amendment to provide additional professional services for the Blair Road West Extension Project.

Background Information:

The city entered into a Professional Services Agreement with Kimley-Horn in November 2020 to provide professional services relating to the Blair Road West Extension Project. The total cost of that agreement was a not to exceed cost of \$395,000. This PSA did not include any Right-of-Way Acquisition Services for the project. This amendment adds those services into the PSA.

Financial Summary:

The additional costs for these services is \$56,300.

Staff Recommendation:

Staff recommends approval.

**AMENDMENT NUMBER 01 TO THE AGREEMENT BETWEEN CLIENT AND KIMLEY-HORN
AND ASSOCIATES, INC.**

This is Amendment number 01 dated February 28, 2023 to the agreement between the City of La Vergne, Tennessee ("Client") and Kimley-Horn and Associates, Inc. ("Consultant") dated November 04, 2020 ("the Agreement") concerning Blair Road West Extension (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

The Agreement is amended to include Additional Services to be performed by Consultant for additional compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

The services currently authorized to be performed by Consultant in accordance with the Agreement and previous amendments, if any, shall be modified as followed:

Task 11 – Right of Way Acquisition Services

Task 11.1 – Exhibits and Descriptions

Kimley-Horn, through Wilson & Associates, will prepare exhibits for up to 25 impacted properties for the required right-of-way and easements on the project. Legal Descriptions will be provided for each property anticipated to require easement or right-of-way acquisition. Permanent right-of-way and permanent drainage easements will be described by meets and bounds. Temporary slope easements and temporary construction easements will be described in a general nature and will include the square footage and acreage of the easement to be acquired.

Consultant and Client agree to the following general schedule in connection with the Additional Services set forth above:

Additional services to be completed in a mutually agreed upon schedule.

For the Additional Services set forth above, Client shall pay Consultant the following additional compensation:

Task 11.1 - \$56,300

Total Fee - \$56,300

ACCEPTED:

CITY OF LA VERGNE

KIMLEY-HORN AND ASSOCIATES, INC.

_____ 

BY: _____

BY: Christopher D. Rhodes

TITLE: _____

TITLE: Vice President

DATE: _____

DATE: 02/28/2023



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: March 2, 2023

Item Title: Approve Change Order #2 - Industrial Blvd Sewer Expansion Project.

Department: Sewer

Presented By: Kyle Brown

Item Attachments: 1. Industrial Blvd Sewer Expansion CO 2

Summary:

This change order request addresses price changes for the Industrial Blvd Sewer Expansion.

Background Information:

The City awarded the bid to Isinguard Construction Group, Inc for the work associated with the Industrial Boulevard Sewer Expansion at the September 6, 2022 meeting. The bid amount approved was \$1,540,026.00. Please see attachment 1 for a detailed description of the changes.

Financial Summary:

The estimated total amount of this change order is \$60,423.90. The total amount for this project, including this change order, is \$1,616,679.90.

Staff Recommendation:

Staff recommends approval.

CHANGE ORDER

Order No. Two (2)

Date: February 8, 2023

Agreement Date: September 26, 2022

NAME OF PROJECT: Industrial Boulevard Sewer Expansion

OWNER: City of La Vergne, Tennessee

CONTRACTOR: Isinguard Construction Group, Inc

The following changes are hereby made to the Contract Documents: See Attachment Number 1

Change to Contract Price

Original Contract Price \$ 1,540,026.00

Current Contract Price adjusted by previous Change Order \$ 1,556,256.00

The Contract Price due to this Change Order will be

increased/~~decreased~~ by: \$ 60,423.90

The new Contract Price including this Change Order will be \$ 1,616,679.90

Change to Contract Time

The Contract Time will be increased/~~decreased~~ by 42 calendar days.

The date for completion of all work will be April 27, 2023 (date).

Justification

Due to the ability to obtain the pumps for the pumpstation it is requested that a time extension
be granted for 42 days. Looks that Pumps will not be in until first week in April.

Accepted by: David R. Eathorpe 02/08/2023 (Contractor) (Date)

Recommended by: James H. Moore 2/21/23 (Engineer) (Date)

Ordered by: _____ (Owner) (Date)

Industrial Blvd Change Order 2 - 2/121/2023

Item	Description	Quantity	Unit Prices	Bid Amount	Used	Add / Deduct	
						Quantity	Price
2	4" PVC, SDR 21, Force Main	1750	\$ 90.00	\$ 157,500.00	1,540	(210)	\$ (18,900.00)
3	6" PVC, SDR 21, Force Main	2100	\$ 104.00	\$ 218,400.00	2,454	354	\$ 36,816.00
4	Restrained Joint Ductile Iron Fittings	350	\$ 10.00	\$ 3,500.00	1,160	810	\$ 8,100.00
9	12" DI, CL 350, Water Main	460	\$ 233.00	\$ 107,180.00	560	100	\$ 23,300.00
10	12" C 900, Water Main	1040	\$ 243.82	\$ 253,572.80	985	(55)	\$ (13,410.10)
11	Restrained Joint Ductile Iron Fittings	850	\$ 10.00	\$ 8,500.00	1,305	455	\$ 4,550.00
15	12" Gate Valve	1	\$ 5,163.00	\$ 5,163.00	2	1	\$ 5,163.00
17	1" Water Service	625	\$ 25.00	\$ 15,625.00	620	(5)	\$ (125.00)
21	Flowable Fill Trench	200	\$ 32.00	\$ 6,400.00	45	(155)	\$ (4,960.00)
24	Asphalt Repair-Trench Width (Type 6)	1100	\$ 80.00	\$ 88,000.00	1,401	301	\$ 24,080.00
25	Erosion Prevention and Sedimentation	1	\$ 4,190.00	\$ 4,190.00	-	(1)	\$ (4,190.00)
Total Add / Deduct							\$ 60,423.90

Change Order Number 2 Attachment 1

1. Pump Station vendor delays have resulted in the pumps not being available until the first week of April. Due to this, a time extension is requested to be granted for 42 days.
2. On Pay Item number 2 the pay quantity is shorter than original estimate by 210 LF making a deduct of the original price in the amount of **\$18,900.00**
3. On Pay Item Number 3 the pay quantity is more than original estimate by 354 LF. This is due to the short of Item 2 and the steepness of the slope and ditch making an add to the original price in the amount of \$36,816.00.
4. On Pay Item number 4 the pay quantity is more than original estimate by 810 Lbs making an add to the original price in the amount of \$8,100.00
5. On Pay Item number 9 the pay quantity is more than original estimate by 100 LF. This due to the availability of another 100 LF of DIP for the project as original desired by the City making an add to the original price in the amount of \$23,300.00.
6. On Pay Item number 10 the pay request is less than the original estimate by 65 LF. This allowed a deduct of the original price in the amount of **\$13,410.10**.
7. On Pay Item number 11 the pay quantity is more than original estimate by 455 Lbs making an add to the original price in the amount of \$4,550.00
8. On Pay Item number 15 the pay quantity is more than original estimate by 1 ea. The pay items only called for 1 but, the plans had 2 located on the drawings making an add to the original price in the amount of \$5,163.00.
9. On Pay Item number 17 the pay request is less than the original estimate by 5 LF. This allowed a deduct of the original price in the amount of **\$125.00**.
10. On Pay Item number 21 the pay request is less than the original estimate by 155 LF. Pipe was able to be located 10 away from sewer line making it unnecessary to used. This allowed a deduct of the original price in the amount of **\$4,960.00**.
11. On Pay Item number 24 the pay quantity is more than original estimate by 301 SQF. This is since we were back the Old Sandford Rd. that was originally a gravel road before the project making an add to the original price in the amount of \$24,080.00.
12. On Pay Item number 25 the pay request is less than the original estimate by 1 LS. This Item was not needed since it was mainly rock and the area that was dirt already had silt fencing installed. This allowed a deduct of the original price in the amount of **\$4,190.00**.

This change order consists of \$102,009.00 additions and \$41,585.10 deductions.

Making an increase of \$60,423.90



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: March 2, 2023

Item Title: Approve a Client Project Services Agreement with Huddleston-Steele Engineering, Inc for Services to be Provided by Consultant for SBA Towers v. City of La Vergne Lawsuit.

Department: City Attorney

Presented By: Evan Cope

Item Attachments: 1. Agreement

Summary:

This is an agreement with Huddleston-Steele for services to be provided by Bill Huddleston in connection with the SBA Towers lawsuit.

Background Information:

This is an agreement with Bill Huddleston for his services regarding a lawsuit that has been filed against the city by SBA Towers for the cell tower that is near the Water Treatment Plant.

Financial Summary:

This agreement is on an hourly basis. There is no definitive cost for this agreement available.

Staff Recommendation:

Staff recommends approval.

CLIENT PROJECT SERVICES AGREEMENT

City of LaVergne
SBA Towers v. City of LaVergne
LaVergne, Tennessee

This AGREEMENT is between City of LaVergne (“Client”) and Huddleston-Steele Engineering, Inc. (“Consultant”) for Services to be provided by Consultant for SBA Towers v. City of LaVergne (“Project”), as described in the Project Information section of Consultant’s Proposal dated February 21, 2023 (“Proposal”) unless the Project is otherwise described in Exhibit A to this Agreement (which section or exhibit is incorporated into this Agreement.)

1. **Scope of Services.** The scope of the Consultant’s services is described in the Scope of Services section of the Proposal (“Services”), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant’s findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client’s request, both parties shall consider that commencement of services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.
3. **Change Orders.** Client may request changes to the Scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client’s review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant’s current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address on Page 3, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney’s fees. Consultant may suspend or terminate Services for lack of timely payment without liability to Client in connection with such suspension or termination.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client’s sole benefit and exclusive use with no third party beneficiaries made or intended. Reliance upon Services and any work product is limited to Client, and is not permitted as to third parties. For a limited time period, not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon Client, however Client understands that such reports will be strictly for informational purposes and not for reliance and that reliance by any third party will not be granted until those third parties sign and return Consultant’s reliance agreement and Consultant receives the agreed-upon reliance fee. Client also acknowledges that such third party disclosures for reliance could create an issue of conflict of interest for Consultant and Client hereby waives any and all claims of conflict of interest as Consultant, Consultant’s employees or sub-consultants or subcontractors as to any disclosure to a third party for informational or reliance purposes.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT’S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL MAXIMUM AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND CONSULTANT’S SUBCONSULTANTS AND SUBCONTRACTORS AND THE OFFICERS, DIRECTORS, MANAGERS, MEMBERS, SHAREHOLDERS, AGENTS, REPRESENTATIVES AND CLIENT PROJECT SERVICES AGREEMENT**

City of LaVergne
SBA Towers v. City of LaVergne
LaVergne, Tennessee
Page 2 of 3

EMPLOYEES OF ALL OF THE FOREGOING) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION. THIS LIMITATION SHALL APPLY REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, STATUTORY, CONTRACTUAL OR EQUITABLE CONTRIBUTION OR INDEMNITY OBLIGATION OR ANY OTHER THEORY OF RECOVERY.

7. **CORRECTIONS AND INTERPRETATIONS.** APPARENT ERRORS, DISCREPANCIES OR OMISSIONS IN THE CONSULTANT'S WORK SHALL BE BROUGHT TO THE ATTENTION OF THE SURVEYOR OR ENGINEER IMMEDIATELY AFTER BEING DISCOVERED. THE SURVEYOR OR ENGINEER SHALL BE PERMITTED TO MAKE CORRECTIONS AND INTERPRETATIONS AS MAY BE DEEMED NECESSARY FOR THE FULFILLMENT OF THE INTENT OF THE WORK. ANY REMEDIATIONS PROPOSED BY ANY ONE OTHER THAN THE SURVEYOR OR ENGINEER SHALL FIRST BE REVIEWED BY THE SURVEYOR OR ENGINEER.
8. (DELETED)
9. **Standard of Care.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant's profession currently practicing under similar conditions in the same locale. CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATED TO CONSULTANT'S SERVICES AND CONSULTANT EXPRESSLY AND FULLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
10. **Insurance.** Consultant represents that it now carries, and will continue to carry; (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occurrence/\$2,000,000 aggregate); (iii) automobile liability insurance (\$1,000,000 Bodily injury and Property Damage combined single limit); and (iv) professional liability insurance (2,000,000 claim/aggregate). Certificates of insurance will be provided upon request.
11. **CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
12. **Dispute Resolution.** Should the parties not resolve a dispute in mediation, either party may submit the dispute to litigation in a court of competent jurisdiction in middle Tennessee. This Agreement shall be governed by and construed according to Tennessee law.
13. **Documents.** Work product, such as reports, logs, data, notes, photographs, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices. Upon Client's request, Consultant's work product may be provided via electronic media. By such request, Client agrees that the written copy retained by Consultant in its files shall be the official base document. Consultant makes no warranty or representation to Client that the magnetic copy is accurate and complete, but will correct in good faith any omissions or errors brought to Consultant's attention by Client. Any modifications or reuse of such electric copy by Client or others shall be at Client's risk and without liability to Consultant. Such magnetic copy is subject to all other conditions of this Agreement. Documents, reports, tests, information and communications from Consultant to Client or Client's designees are to be used only relating to the specific project/site to which they relate and may not be re-used for other projects or sites without express written consent from Consultant; any unauthorized re-use is at Client's or the recipient's sole and exclusive risk and is without liability as to Consultant, its related companies, its sub consultants or subcontractors, or the officers, directors, employees, agents, representatives, members, managers or shareholders of all of the foregoing. Consultant may rely upon information provided to Consultant by or on behalf of Client or third parties without any duty to independently verify the accuracy or completeness or currency of same, and Consultant shall have no liability to Client arising from any deficiency of such information.

CLIENT PROJECT SERVICES AGREEMENT

City of LaVergne
SBA Towers v. City of LaVergne
LaVergne, Tennessee
Page 3 of 3

14. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision of health and safety precautions for any other parties, including Client, Client's contractors, and subcontractors, or other parties present at the site.
15. **Unforeseen Circumstances.** It is possible that unforeseen conditions or occurrences may be encountered at the site which could substantially alter the necessary services or the risks involved in completing Consultant's services. If this occurs, Consultant will promptly notify and consult with Client, but will act based on Consultant's sole judgement where risk to Consultant's personnel, the public or where professional duties to disclose hazards or conditions are involved. Possible actions could include: **(A.)** Complete the original Scope of Services in accordance with the procedures originally intended in Consultant's Proposal, if practicable in Consultant's judgement; **(B.)** Agree with Client to modify the Scope of Services and the estimate of charges to include assessment of the unforeseen conditions or occurrences, with such revision agreed to in writing; **(C.)** Terminate the services effective on the date specified by Consultant in writing; **(D.)** Disclose information to regulators or government authorities when required by statute or professional canons of ethics.
16. **(DELETED).**
17. **Severability.** In the event that any provision of this Agreement is found to be unenforceable under law, the remaining provisions shall continue in full force and effect.

CLIENT

Firm name: _____

Authorized by: _____ Date: _____

Print name: _____ Title: _____

Address: _____ Telephone no.: _____

City and state: _____ Zip: _____ Fax no.: _____

E-mail address: _____ Cell no.: _____

CONSULTANT

Firm name: Huddleston-Steele Engineering, Inc. (H-S)

Firm address for notifications: 2115 N.W. Broad St., Murfreesboro, TN 37129

H-S approval by:  Date: 2/21/23

Print name: William H. Huddleston IV, P.E., R.L.S. Title: President



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: March 2, 2023

Item Title: **Resolution #2023-05** - 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 #2023-05

Summary:

This is a resolution to authorize the sale of surplus property for items no longer needed by the city.

Background Information:

This month we have a seized vehicle from the police department and the office chairs in the City Hall Boardroom and conference room that need to be declared as surplus to the city's needs. We will sell these items on [GovDeals.com](https://www.govdeals.com).

Financial Summary:

The revenues received from the sale of the vehicle will go to the Drug Fund. The revenues from the sale of the office chairs will go into the General Fund.

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2023-05

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>
Police Department		
2007 Honda Civic	Blue, 4 Door Sedan; 1.8L 4 cylinder Engine; Automatic Transmission; 208,365 miles; Starts and runs with a boost; Seats are dirty, center console has damage, Dents, scratches and dings to right rear quarter panel, right rear door, front bumper. Drug Seizure - Awarded to City.	1HGFA16587L084241
City Hall		
23 Office Chairs (Selling in 4 lots)	Black rolling office chairs, Used in City Hall Board Room and Small Conference Room. Some damage to arms and head rests.	N/A

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

Section 3. Effective Date. This Resolution take effect immediately after its passage, the welfare of the City requiring it.

Resolved this the 7th day of March, 2023.

CITY OF LA VERGNE, TENNESSEE

Jason Cole, Mayor

ATTEST:

Bruce E. Richardson, City Recorder

CITY OF LA VERGNE
SURPLUS PROPERTY - VEHICLE FORM

If you have any vehicles that are no longer needed in your department and you wish to sell them as surplus property, please use this form. Please return this form and pictures of all four sides and the interior 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.**

Vehicle Description:

Year: <u>2007</u>	Manufacturer: <u>Honda</u>	Make: <u>Honda</u>	Model: <u>Civic</u>
VIN: <u>1HGFA16587L084241</u>		Mileage: <u>208,365</u>	
Vehicle: ☐ Starts ☒ Starts with a boost and ☐ Runs ☐ Does Not Run ☐ Parts Only			
Engine Size: <u>1.8</u> Liter, V- <u>4</u> ☒ Gasoline ☐ Diesel Condition: ☒ Runs ☐ Needs Repair ☐ Unknown			
Transmission: ☒ Automatic ☐ Manual Condition: ☒ Operable ☐ Needs Repair ☐ Unknown			
Color: Exterior: <u>Blue</u>		Interior: <u>Gray</u>	

Interior Details:

Seat Material:	☒ Cloth ☐ Leather ☐ Vinyl	AC Condition:	☒ AC ☐ No AC ☐ Cold ☒ Unknown
Minor Damage:	<u>Seats are dirty, center console has damage</u>		
Major Damage:			
Power:	☒ Windows ☒ Door Locks ☒ Steering ☐ Seats		
Miscellaneous:	☒ Cruise Control ☐ Tilt Steering ☐ Remote Mirrors		
Radio:	Brand: <u>After Market</u> ☐ AM ☐ AM/FM ☐ Cassette ☐ CD		

Exterior Details:

Windows:	☒ No Cracked Glass ☐ Cracked	Body Damage:	☒ Dents ☒ Scratches ☒ Dings
Minor Damage:	<u>RR quarter panel, RR door, FR Bumper</u>		
Major Damage:			
Tire Condition:	☐ Good Tread ☒ Low Tread	Flat or Low Tires:	☐ Yes ☒ No How Many?
Emergency Equipment:	☒ None ☐ Removed ☐ Holes in exterior ☐ No holes		
Decals:	☒ None ☐ Sprayed ☐ Removed ☐ Impressions remain ☐ No impressions		

Sale Information:

Fair Market Value: \$ <u>3500.00</u>	Title Restriction: ☐ Yes ☒ No
Seizure: ☒ Yes ☐ No	If yes, Seizure Date: <u>2-21-22</u> If yes, Drug Seizure? ☒ Yes ☐ No
Location of Vehicle: <u>5093 Murfreesboro Rd, La Vergne</u>	Suggested Minimum Sale Price: \$ <u>2000.00</u>
For more information, contact:	

Department Information:

Your Name:	Department:
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: 2015-2017	Manufacturer: Global Furniture / Belnick	Model #: Various
Serial Number: N/A		
Description of Use: 22 Global Furniture Black Office Chairs - Used in City Hall Board Room and Small Conference Room - 1 Belnick Black Office Chair		
Color:	Black	Size (L x W x H):
Material:	☐ Cloth ☐ Vinyl ☒ Leather ☐ Metal ☐ Plastic ☐ Wood ☐ Rubber	

Working Condition:

☒ Operable	☐ NOT Operable	☐ Parts Only	☒ Needs Repair	☐ Unknown Condition
# of Hours:	Equipment was maintained every:		☐ Hours	☐ Days
Damage:	☐ Major Damage		☒ Minor Damage	
Explain Damage or Repairs Needed: Minor cosmetic damage to leather (peeling off) mostly on arms and headrests on most Global chairs				

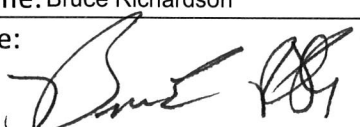
Hazardous Material:

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

Sale Information:

Reason property is no longer needed:	Chairs need to be replaced due to cosmetic damage
Current Estimated Value:	
Suggested Minimum Sale Price:	
Location of Property:	City Hall
For more information, contact:	Bruce Richardson

Department Information:

Your Name: Bruce Richardson	Department: City Administrator
Signature: 	Date: 3/2/23

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: \$ _____







AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: March 2, 2023

Item Title: **Resolution #2023-06** - A Resolution to Write Off Water Department Bad Debts.

Department: Finance

Presented By: Tonya Williams

Item Attachments: 1. Resolution #2023-06

Summary:

This is a Resolution to write off water department bad debts.

Background Information:

This is something that the city must do each year. This will write off water department bad debts in the amount of \$106,274.29 that are uncollectible.

Financial Summary:

This will write off \$106,274.29 in uncollectible bad debts.

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2023-06

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 \$106,274.29.

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 7th day of March, 2023.

Jason Cole, Mayor

ATTEST:

Bruce E. Richardson, City Recorder

Account #	Name on Account	Amount
0027-000019-08	Willis, Selena (FOX)	\$977.11
0027-000039-09	Chowboy, Ciera (FOX)	\$177.74
0027-000068-08	Stewart, Antionette (FOX)	\$158.19
0027-000068-09	Lawson, Cameron (FOX)	\$70.54
0027-000136-08	Williams, Latoya/Jamira (FOX)	\$254.02
0027-000139-06	Hurt, Amie (fox)	\$201.68
0027-000155-06	Rucker, Donnie (FOX)	\$664.50
0027-000156-05	Portillo/Villalta, Sandra/Michelle (FOX)	\$342.72
0027-000162-04	Hanserd, Brandon (FOX)	\$619.25
0027-000165-04	Malave, Armando (FOX)	\$133.59
0027-000166-06	Jones, Demonya (FOX)	\$884.02
0027-000168-05	Landaverde/Paz, Carmelo/Maria (FOX)	\$309.83
0027-000169-02	Wells, Sharonda (FOX)	\$221.31
0027-000174-08	Jackson, Roshenia/Dekeedrien (FOX)	\$215.14
0027-000182-04	Hammonds, Corey (FOX)	\$45.54
0027-000208-06	Doby, Rika/Tyrone (fox)	\$193.70
0027-000209-04	Morey, Allison (FOX)	\$436.78
0027-000210-04	Hendry, Terrance (FOX)	\$225.29
0027-000218-10	JimcOily, Hayward Chris (FOX)	\$278.43
0027-000225-02	Goode/Bratescu, Marie/Nicole (FOX)	\$45.54
0027-000251-03	Schrieber, Shianne (FOX)	\$150.62
0027-000262-06	McGhee, Jasmine (FOX)	\$262.71
0027-000265-08	Clemmons/Darby, Brendan/Alexia (fox)	\$363.95
0027-000267-15	Champine, Renee (FOX)	\$125.57
0027-000298-06	Reaves, Tiana (FOX)	\$66.53
0027-000306-03	Dowery, Henry T (FOX)	\$419.38
0027-001003-03	Potter, James (FOX)	\$108.06
0027-001026-09	Walsh, Rebecca (FOX)	\$104.59
0027-001029-06	Hoskin, Veronica (FOX)	\$83.06
0027-001029-07	White, Mark J (FOX)	\$41.53
0027-001069-11	Portillo, Wilman Edgardo (FOX)	\$331.70
0027-001084-12	Lepley, Alexander(FOX)	\$87.07
0027-002018-18	Johnson, Joveyance (FOX)	\$360.13
0027-002022-09	Gibson II, James D (FOX)	\$311.93
0027-002042-07	Williams, Marcus/Victoria (FOX)	\$244.86
0027-002043-05	Peebles, Danielle N (FOX)	\$1,091.18
0027-002048-10	Pharris/Barnett, Candace/Jarrett (FOX)	\$41.53
0027-002055-13	Snelling, Alexis (FOX)	\$295.43
0027-002094-07	Compton, Samantha (FOX)	\$84.53
0027-002131-02	Anderson-Kindred, Veronica (FOX)	\$244.55
0027-002132-02	Gore, Tracy (FOX)	\$190.86
0027-002137-03	Armstrong, Malika (FOX)	\$373.84
0027-002138-03	Harris, Stunnie - FOX BANKRUPT	\$493.56
0027-002223-09	Brown, Austin (FOX)	\$229.83

Account #	Name on Account	Amount
0027-002402-02	Wright, Ronald (FOX)	\$45.54
0027-002473-03	Ontiveros-Valeri, Brandon (FOX)	\$134.24
0027-002511-02	Allen, Robert (FOX)	\$613.33
0027-002614-02	Rollans, Omaira (FOX)	\$329.98
0027-002621-02	Gentry, Tonya (FOX)	\$136.62
0028-000030-05	Maytidu, Patrice (fox)	\$142.28
0028-000130-02	Carter, J W(Deceased)	\$91.08
0028-000195-09	Pickell, Kristina/Jeremy (FOX)	\$131.01
0028-000300-08	Lunn, James (DECEASED)	\$280.37
0028-000350-03	Dalton, Betty (FOX)	\$186.39
0028-000350-04	Williams, Malcolm W (DECEASED)	\$542.68
0028-000460-04	Scott, Melinda (FOX)	\$509.31
0028-000550-03	Smith, Shirley (FOX)	\$243.37
0028-000550-04	Arce, Edubina (FOX)	\$205.47
0028-000685-18	Holland, Lamar (FOX)	\$118.58
0028-001045-04	Hardiman, Jherrica (FOX)	\$91.08
0028-001070-09	Braddy, Julia (FOX)	\$161.80
0028-001200-06	Bowie/Blackwell, Glynis/Thomas (FOX)	\$202.50
0028-001207-04	Cline, Heather/Ryan (FOX)	\$379.85
0028-001473-02	Lance, Roger (FOX)	\$829.76
0029-000111-07	Bledsoe, Cordney/Yancy (FOX)	\$580.82
0029-000231-05	Gilbert, Brionna (FOX)	\$136.62
0029-000302-07	Hernandez, Milton/Alondra - FOX	\$182.16
0029-000392-09	West, Aaron (FOX)	\$45.54
0029-001341-05	Word, Victor (FOX)	\$462.59
0029-001780-10	Alvarado, Clarissa Marisol FOX	\$272.22
0029-002190-09	Nguyen/Thach, Danny/Lisa (FOX)	\$376.43
0029-002310-02	Sain, Gregory (FOX)	\$313.90
0029-003050-05	Hussin, Salama (FOX)	\$319.08
0029-003410-21	Douglas, Britney/Mario (FOX)	\$183.54
0029-003440-03	Collins, Barbara L (FOX)	\$90.01
0029-003740-13	Gomez Cruz, Franciso Jose (FOX)	\$671.05
0029-003960-09	Oley Inc. (FOX)	\$41.53
0029-004040-05	Davis, Angelica (FOX)	\$423.90
0029-004070-03	Sides, Jane S (FOX)	\$474.34
0031-000142-03	Pizza Hut #4397 (BANKRUPCY)	\$113.79
0031-000203-02	Beauty 2015 (FOX)	\$4,882.17
0031-000980-14	Carias, Wendy (fox)	\$199.19
0031-000990-11	Ram Auto Sales, Inc. (FOX)	\$156.66
0031-001000-04	Parasol Property Management (FOX)	\$489.33
0031-001670-11	Ortega, Jackeline V (FOX)	\$663.76
0031-002370-06	Okonkwo, Chinelo (FOX)	\$166.77
0031-002800-19	Hodge, Dekota Lamont (FOX)	\$306.37
0031-003000-02	Yates, Ashlee (FOX)	\$2,120.92

Account #	Name on Account	Amount
0031-003070-09	Eccles, Joseph/Victoria (FOX)	\$390.26
0031-003140-19	Godfrey/Heather, Roberson/Jeremi (FOX)	\$157.20
0031-003140-21	Dallas Gladden/William Smith (FOX)	\$149.59
0031-003290-02	Sanzi, Bethany (FOX)	\$597.27
0031-003834-11	Kelley, La Toya/Kevin (FOX)	\$647.19
0032-000231-06	Gonzalez, Valeria Tapia (FOX)	\$600.93
0032-000399-01	Dorris, William (deceased)	\$411.39
0032-000420-02	Bowling, Michael (FOX)	\$594.29
0032-001423-16	Hughes, Reggie (FOX)	\$393.90
0032-001605-02	Peden, Lauren (FOX)	\$194.47
0032-001626-03	Mitchell, Brian (FOX)	\$166.12
0032-001717-12	Marrufo, Gilberto (FOX)	\$172.22
0032-002116-05	Tennessee Everything Inc (FOX)	\$40.74
0032-002151-06	Carr, Sr, Robert (FOX)	\$226.90
0032-002382-02	Lucas, Rocky/Marsha (FOX)	\$259.65
0032-002494-40	Matteson, Robert Allen (FOX)	\$149.58
0032-002494-41	Green, Kenneth (FOX)	\$45.54
0032-002592-18	Smith, Cathy (FOX)	\$149.63
0032-002599-31	Brickley, Austin (FOX)	\$460.31
0032-002613-11	Anthony, Tanisha/Johnte (FOX)	\$620.66
0032-002634-06	Estrada, Adrian (FOX)	\$348.13
0032-003028-05	Pointer, Tiffany (FOX)	\$116.97
0032-003048-05	Richardson, Brittany (FOX)	\$199.03
0032-003060-07	Poole, Ebony (FOX)	\$136.62
0032-003086-02	Randolph, Tracy (FOX)	\$167.91
0032-003164-02	Landers, Ronnie (FOX)	\$227.70
0032-003169-02	Furlow, Kendrick (FOX)	\$598.83
0032-003170-02	Iansen, Kamila (FOX)	\$138.77
0032-003173-02	Miles, Devin D (FOX)	\$283.75
0032-003305-04	King, Marquetta/Antonio (FOX)	\$149.59
0032-003354-04	Sangode, Oladipupo (FOX)	\$196.44
0032-004021-02	The Pressure King, Llc (FOX)	\$67.80
0033-000730-19	Rasmussen, Timothy (FOX)	\$171.11
0033-000800-16	Haynes, Bethany D (FOX)	\$199.72
0033-000810-05	Kinsey, Mark (FOX)	\$145.04
0033-000940-02	Murray, Joseph (FOX)	\$1,361.32
0033-001180-06	Davis, Anthony (FOX)	\$319.23
0033-001221-02	Grace Way Church Of Christ (FOX)	\$588.78
0033-001477-05	Suk, Barry/Jan Ray (FOX)	\$167.89
0033-001490-06	Burks, Ashley (FOX)	\$139.64
0033-001820-03	Weaver II, Ronnie F (FOX)	\$370.87
0033-001870-06	Phongpraseuth, Somsack (FOX)	\$414.32
0033-002050-04	Gazquez, Leyani (FOX)	\$321.72
0033-002130-19	Martinez Navas, Andrea E(FOX)	\$3,196.29

Account #	Name on Account	Amount
0033-002130-20	Combs, Randall (FOX)	\$666.26
0033-003055-04	Cardona, Cielo (FOX)	\$324.31
0033-005000-10	Jones, Amy (FOX)	\$225.32
0033-005010-06	Navarrete, Brenda (FOX)	\$416.98
0034-000683-01	Anderton, Cathy (FOX)	\$304.69
0034-000732-01	Shannen, William (FOX)	\$135.29
0034-000934-02	Davis/Wiley, Brandy/Marcus (FOX)	\$170.92
0034-000940-02	Johnson / simpson, Cassie / cassie (FOX)	\$250.24
0034-000966-02	Torrealba, Martha (FOX)	\$45.54
0035-000440-13	Aguilar-Paez / perez, David / manuela (FOX)	\$95.18
0035-001840-08	Taylor, Lucretia (FOX)	\$162.40
0035-002110-07	Buresh, Casey (FOX)	\$147.84
0035-003310-05	Hammond, Robert (FOX)	\$387.42
0035-003380-02	Moraes, Ederson (see notes)	\$47.50
0035-003660-05	Bounds, Candyce/Jeremiah (FOX)	\$224.88
0035-003780-06	Sulkowski, Szymon (FOX)	\$527.43
0036-000695-05	Chaput, Ivanhoe (FOX)	\$247.15
0036-001353-09	Netters, Malika (FOX)	\$122.16
0036-001554-14	Manley, Charice (FOX)	\$311.94
0036-001577-07	Jimenez, Oscar Lopez (FOX)	\$115.03
0037-002100-07	Del-Valle / oliva-Hernandez, Karina / kevin (FOX)	\$45.54
0037-004900-04	Gonzales, Jesse (FOX)	\$825.04
0037-004900-05	Hoskins, William (FOX)	\$160.60
0037-008000-05	Tucker, Tyler (FOX)	\$375.54
0037-008200-05	Nicholson, Priscilla (FOX)	\$328.28
0037-010800-18	Brooks, Turkessa (\$\$) (fox)	\$455.14
0037-011300-09	Mathews, Elizabeth C (FOX)	\$109.42
0037-012872-03	Crawford, Rufus (DECEASED)	\$456.57
0037-013500-05	Giles, Sonja (FOX)	\$45.54
0037-013600-06	Maddox, Yolanda/Richard (FOX)	\$223.70
0037-013600-07	Phillips, Foster (FOX)	\$118.58
0037-013700-08	Braddy, Julia (FOX)	\$112.97
0037-017000-08	Jemmott, Oshun (FOX)	\$307.54
0037-020000-05	Martinez, Sandra/Jose (FOX)	\$271.51
0037-025460-12	Webb, Julia (FOX)	\$114.82
0037-025515-06	Wynn, Ronald (FOX)	\$170.84
0037-025630-08	Humphrey, Jay (FOX)	\$128.60
0038-000680-10	Santizo, Joselyn (FOX)	\$127.42
0038-000840-12	Amacker/Elliott, Estella/Sircharles (FOX)	\$263.40
0038-000930-06	Acosta Ramirez, Adriana (FOX)	\$276.74
0038-001360-15	Johnson, Anchira Sheree (FOX)	\$395.18
0038-003180-06	Schnackenberg, Leilani (FOX)	\$108.06
0038-003224-03	Hunt, Brandon (FOX)	\$136.62
0039-000500-07	Speed, Sharita D (FOX)	\$266.52

Account #	Name on Account	Amount
0039-000667-13	Perlata, Rosa Idalia (FOX)	\$435.25
0039-001623-19	Moore, Deborah (FOX)	\$412.77
0039-001636-06	Omar, Khadra (FOX)	\$307.93
0040-000025-02	Kennedy, Robert (FOX)	\$46.82
0040-000026-02	Sadler, Patricia (Deceased)	\$81.99
0040-000106-05	Brehm, Kimberly (FOX)	\$314.04
0040-000316-20	Youssef, Ehab (FOX)	\$45.54
0040-000401-05	Boyd, Deanna -(FOX / BANKRUPCY)	\$121.29
0040-000513-07	Keyser, Kathryn (FOX)	\$120.80
0040-000515-08	Davis, Cynthia/Rose (FOX)	\$548.49
0040-000826-08	Hunter, Marla (FOX)	\$93.63
0040-001022-14	Evras, Robert (fox)	\$45.54
0040-001030-04	Nelson, Tyler/Rochelle (FOX)	\$45.54
0040-001310-07	Jones, Sonyaette (FOX)	\$182.16
0040-001400-03	Avelar, Chassity (FOX)	\$45.54
0040-001407-06	Bryant, Brandi (FOX)	\$178.28
0040-001417-09	Wigfall, Catina (Fox)	\$154.90
0040-001512-03	Sweet, Rebecca (FOX)	\$41.53
0040-001518-07	Pickard, Mike (FOX)	\$173.51
0040-001531-07	Foster, Anastasia FOX	\$256.42
0040-001600-04	Murillo, India/Jason (FOX)	\$290.92
0040-001607-05	Melvin, Sydney (fox)	\$434.26
0040-001705-07	Clark, Thomas (FOX)	\$227.11
0040-001720-11	Higgins, Destyne (FOX)	\$227.20
0040-001734-02	Gathings, Roderick (FOX)	\$432.92
0040-001750-02	Rucker, James (FOX)	\$47.52
0040-001816-14	Hamilton, Kristina (FOX)	\$827.70
0040-001816-16	Yokley/Ford-Kindle, Brittany/Matthew (FOX)	\$221.04
0040-001817-14	Johnson, Ciera (FOX)	\$181.08
0040-001826-07	Villalobos, Alvin (FOX)	\$377.00
0040-001827-16	Moss, Anthony (FOX)	\$353.35
0040-001969-11	Belt, Katherine (FOX)	\$480.46
0040-001980-13	Woodley, Floyd (FOX)	\$222.71
0040-002054-09	Stitts, Barry (FOX)	\$316.96
0040-002057-05	Meza, Jose (fox)	\$174.15
0040-002093-11	McCord, Gabrielle (FOX)	\$224.98
0040-002123-06	Forrest, Shewanda (FOX)	\$242.05
0040-002233-08	Sanders, Jatavia (FOX)	\$930.16
0040-002254-04	Brown, Kenneth/Latoya (FOX)	\$66.53
0041-000034-05	Blacksmith, Carlos (FOX)	\$462.43
0041-000051-04	Sharif, Mohamed (FOX)	\$119.85
0041-000085-08	Haileselassie, Getachew (FOX)	\$45.54
0041-000102-09	Lee, Melissa (FOX)	\$54.32
0041-000136-03	Kiwan, Ayman (FOX)	\$129.91

Account #	Name on Account	Amount
0041-000142-06	Hambrick, Chauntaye (FOX)	\$45.54
0041-000149-06	Hockett, Dietra (\$) (FOX)	\$335.99
0041-000231-13	Brandon, Debra (FOX)	\$164.12
0041-000233-04	Simmons, Amber/Brandon (FOX)	\$57.55
0041-000326-04	White, Rick (FOX)	\$359.93
0041-000340-05	Furness, Michael/Vickie (FOX)	\$227.03
0042-000008-07	Chesterfield, Laquinta S(FOX)	\$296.98
0042-000012-10	Terry, Kevin (FOX)	\$333.88
0042-000034-06	Shackelford, Carrie (FOX)	\$434.18
0042-000042-04	Jones, Elisha L (FOX)	\$309.95
0042-000096-11	Reed, Vanessa (FOX)	\$856.66
0042-000116-04	Oliff/Keranen, Jessica/Daniel (FOX)	\$155.27
0042-000173-04	Graham, Shaneka (FOX)	\$212.63
0042-000201-05	Chatman, Antwanikka Shauntra (FOX)	\$313.74
0042-000319-06	Onyina-Mensah, Naa Yaa (FOX)	\$91.08
0042-000365-16	Church, Rebecca (FOX)	\$45.54
0042-000568-02	Snodgrass, Micki (fox)	\$89.95
0042-000609-05	Czahor, Katherine (FOX)	\$104.78
0042-000640-03	Boone/Saxton, Kathryn/Kenneth (FOX)	\$219.72
0042-000666-13	Hatcher, Logan/Ashleigh (FOX)	\$41.53
0042-000678-07	Hill, Elise/James (FOX)	\$268.66
0042-000700-03	Dinkins, Thomas/Toni (FOX)	\$482.78
0043-000273-02	Pineda/Leiva, Sandra/Erick (FOX)	\$45.54
0043-000278-08	Quesada-Baltodano, Adriana (FOX)	\$522.92
0043-000282-02	Villatoro, Sonia (FOX)	\$93.69
0043-000307-05	Mata, Roberto (FOX)	\$393.30
0043-000337-12	Kasongo/Bofaka,daniel/Ange (See Notes) (FOX)	\$318.41
0043-000352-09	Soto-Rios, Ingrid (fox)	\$119.48
0043-000383-04	Warren/Howser, William/Tataurus (FOX)	\$513.54
0043-000385-03	Kennedy, Kristina (FOX)	\$539.32
0043-000414-05	Robertson, Justin X (FOX)	\$125.61
0043-000428-05	Floyd, Colitertha (FOX)	\$330.23
0043-000510-07	Quintero, Jose Victor (FOX)	\$333.02
0043-000540-15	Vasquez, Cristina (FOX)	\$143.10
0043-000553-05	Ambriz, Kimberly (FOX)	\$223.09
0043-000563-12	Mejia-Reyes, Randy/Jenifer (FOX)	\$145.24
0043-000569-16	Crouch, Catherine (FOX)	\$123.88
0043-000570-08	Diaz-Drake/Drake, Elizabeth/Derek (FOX)	\$248.84
0043-000575-08	Castellon, Bianca (FOX)	\$219.92
0043-000578-08	Austin, Larita (FOX)	\$137.45
0043-000592-09	Barton, Carla (FOX)	\$796.52
0043-000594-15	Langerston, Latasha (FOX)	\$317.94
0043-000628-02	Stewart,sharon (See Notes)(FOX)	\$170.13
0043-000638-08	Whitaker, Johnetta (FOX)	\$379.36

Account #	Name on Account	Amount
0060-000001-12	Corter, Linda (FOX)	\$96.90
0060-000359-14	Scott, Rachel (FOX)	\$530.02
0060-000385-06	Tomlin Jr, William C (FOX)	\$98.89
0060-001395-26	Taylor, Corey (FOX)	\$253.19
0060-001465-08	Bowen/Dugger, Jeremy/Shelby (FOX)	\$266.97
0060-001490-02	Hernandez, Alejandro (FOX)	\$178.15
0060-001537-01	Arco/Murray(FOX)	\$366.98
0060-001649-03	Bertram, Brian (FOX)	\$83.06
0060-001710-05	Hill, Christopher FOX	\$406.42
0060-004180-04	Gibson, Billy (\$) (FOX)	\$91.33
0060-004242-06	Jac Investments, Llc (FOX)	\$132.61
0060-004328-05	Argueta, Mayline (FOX)	\$634.90
0060-004344-15	Michel, Tod (FOX)	\$501.48
0060-004360-04	Weaver, Thomas/Rhonda (FOX)	\$41.53
0060-004364-04	Hart, Austen (FOX)	\$405.39
0060-004376-14	Dubois, Megan/Erik FOX	\$235.08
0060-004472-06	Roberts, Michael J (FOX)	\$192.72
0060-004560-05	Fatmo'S - FOX	\$118.40
0061-000136-10	Bledsoe, Bret/Katarina (FOX)	\$1,558.94
0061-000425-17	Reyes, Yenny Yasmin (FOX)	\$87.49
0061-000496-03	Brimm, Jon W (FOX)	\$138.62
0061-000696-16	Gerard/Griffith, Ryan/Chalya (FOX)	\$45.54
0061-000716-30	Dalton, Cynthia (FOX)	\$91.08
0061-000721-27	Hanna/Kittrell, Jeff/Tiffany (FOX)	\$125.61
0061-000986-03	Murray, John (FOX)	\$205.65
0061-001110-02	Mayhew, Chris (FOX)	\$182.16
0061-001430-11	Martin, Ashley/Chris(FOX)	\$229.89
0061-001480-09	Rodriguez Colon, Luis Enrique (FOX)	\$144.18
0061-001831-04	Tucker, Johnnie (DECEASED)	\$130.89
0061-001895-14	Edwards, Michael (FOX)	\$1,148.49
0061-002060-06	Schumm, Kent (FOX)	\$318.94
0061-003148-03	Allied Binders & Packaging FOX	\$123.68
0061-003550-20	Robertson, Shirley (FOX)	\$456.98
0061-003581-06	Storey, Kevin (FOX)	\$258.23
0061-003705-28	Reynolds, Judith/Bobby (FOX)	\$153.95
0061-003820-14	Davenport, Jason (FOX)	\$316.79
0061-004140-09	Harvey, Randy (FOX)	\$269.23
0061-004230-09	Fountain, Danny (FOX)	\$305.75
0062-000125-07	Rodriguez-Saez, Lazaro (FOX)	\$518.89
0062-000205-14	Graham/Lewis, Jeremy/Kelly (FOX)	\$145.00
0062-000260-19	Smith, Steven (LEGAL)	\$586.42
0062-000263-11	Reeves, Damion (FOX)	\$498.85
0062-000505-05	Patrick, Billy Gene (FOX)	\$286.39
0062-001041-04	Kish, Casey (FOX)	\$388.28

Account #	Name on Account	Amount
0062-001309-09	Garcia, Maria E (FOX)	\$138.27
0062-001326-05	Funes, Erik Jose (FOX)	\$136.40
0062-001359-06	Pankey/Girton, Tyler/Kayla (FOX)	\$218.11
0062-001471-05	Rosales, Saul Reyes (FOX)	\$299.79
0062-003070-09	Bolster, Lisa C (FOX)	\$571.59
0062-003230-04	Irwin, C.E./Rebecca (FOX)	\$175.84
0062-003230-05	Catamount Properties 2018 Llc (FOX)	\$45.54
0062-003535-05	Martin, Derek/Nicole(FOX)	\$416.55
0062-003765-05	Lyles, Jonathan/ Adrienne (FOX)	\$172.82
0062-003770-04	Parnell, Crystal/Lee (FOX)	\$35.37
0063-000024-20	Boyd, Cheryl (FOX)	\$302.66
0063-000094-02	Faulk Jr, Jimmy (DECEASED)	\$95.86
0063-000199-24	Lucas, Altonique (FOX)	\$170.52
0063-000363-14	Pacheco de Marquez, Tirza (FOX)	\$280.47
0063-001012-15	Moldrup Jr, Carl (fox)	\$19.10
0063-001021-26	Butler, Amber/Xavier (FOX)	\$41.74
0063-001026-32	Johnson, Daniell (FOX)	\$93.15
0063-001033-13	Johnson, Johnny/Alka (FOX)	\$39.76
0063-001041-14	Murry, Cali (FOX)	\$71.41
0063-001043-34	McMillan, James (fox)	\$85.50
0063-001046-34	Manivong, Alexandria (FOX)	\$110.39
0063-001061-16	Hollis/Flores, Jessica/Jose (FOX)	\$141.73
0063-001081-40	Huckaby, Teryl (FOX)	\$104.57
0063-001086-32	Hargrove, Bonnie (FOX)	\$224.14
0063-001093-37	Duke, Thomas FOX	\$60.84
0063-001570-08	Cole, Ivan (FOX)	\$637.10
0063-001616-04	Britt, Walter/Angela (LEGAL)	\$491.42
0063-001774-06	Johnson, Tracy (FOX)	\$142.87
0063-003002-04	Hartley, Benjamin/ Caroline - FOX	\$53.10
0063-004131-02	Martin,leigh/Robert (FOX)	\$124.59
0063-004147-03	Burress, Brandon/Lauren (FOX)	\$200.91
0063-004149-04	Cook, Susan/Chris (FOX)	\$88.96
0064-000208-08	Morris Property Management (Fox)	\$42.17
0064-000224-16	Perry, Tina (FOX)	\$372.29
0064-000304-02	Garcia, Kristie (FOX)	\$298.73
0064-000330-16	McKnight, Saevron/Breanna (FOX)	\$126.55
0064-000389-10	Chester, Kelly (FOX)	\$278.00
0064-000603-01	Nashville Homes, Llc (FOX)	\$45.54
0064-000604-05	Cole, Earle/Roberta (FOX)	\$45.54
0064-000641-14	Miles, Shayla (fox)	\$148.79
0064-000744-07	Escudero, Luis (FOX)	\$122.08
0064-000746-10	Lainez, Giovanni Alexander (FOX)	\$74.98
0064-000753-14	Buchanan/Taylor, Courtney/Jazlyn (FOX)	\$566.15
0064-000767-02	McWorter, Jennifer (FOX)	\$93.13

Account #	Name on Account	Amount
0064-000769-06	Skeen, Christopher Margaret (FOX)	\$46.62
0064-000952-06	Tongkumkui, Arporn (FOX)	\$86.37
0064-000973-13	Patten, Alan/Shenitha (FOX)	\$262.40
0064-000974-19	Castillo, Darnadia (FOX)	\$140.40
0064-001006-03	Burnett, Lori (FOX)	\$186.62
0064-001011-06	Ellis, James E (FOX)	\$178.15
0064-001202-06	Clarke, Shaquan (FOX)	\$226.29
0064-001235-13	Brown, Janice A (FOX)	\$596.77
0065-000661-10	Morgan, Harley (FOX)	\$136.62
0065-000677-05	Blanco-Rosas, Maribel (FOX)	\$45.54
0065-000952-08	Wade, Kenya (FOX)	\$221.83
0065-001144-06	Collier, Chandra (FOX)	\$675.33
0065-001231-03	Zank, Christopher (fox)	\$429.06
0067-000014-07	Warner, Laterri Denise (FOX)	\$262.47
0950-000001-01	Covington/Lohin, Jill/Austin	\$49.14
0950-003055-06	Eldridge, Alyssa	\$127.77
		\$106,274.29



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: March 2, 2023

Item Title: **Resolution #2023-07** - A Resolution to Support Restoring the Historic Revenue Sharing Relationship Between the State of Tennessee and its Local Governments and to Return the Local Share of the Single Article Cap to Local Governments.

Department: Legislative

Presented By: Jason Cole

Item Attachments:

1. Resolution #2023-07
2. Restore-Return-Relief Campaign

Summary:

This is a Resolution to support legislation to restore the revenue sharing relationship between the state and local governments and to return the local share of the single article cap to local governments.

Background Information:

In 1947, the state and its municipalities operated under a revenue sharing relationship where the state returned 4.6% of the state's total sales tax revenues designated for the general fund to the state's municipalities. This changed in 2002 when the state determined not to share any of the revenues associated with an increase in the state sales tax rate from 6% to 7%. The proposed legislation restores the 4.6% sharing rate to where it was prior to 2002.

Also in 2002, the state increased the single article cap from \$1,600 to \$3,200. At that time, the local share (2.75%) of the additional single article cap stayed with the state and did not go to the municipalities. The proposed legislation would also send the local share of the additional \$1,600 to local governments.

If this legislation is approved by the State, it would generate more funds for the City of La Vergne. The state shared sales tax revenue increase from FY 2021-2022 for the City of La Vergne would have been approximately \$714,062.35.

Financial Summary:

If state legislation is approved, the shared sales taxes from the state that go into the city's general fund could increase significantly. The estimated revenue increase for FY 2021-2022 would have been approximately \$714,062.35.

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2023-07

A RESOLUTION TO SUPPORT RESTORING THE HISTORIC REVENUE SHARING RELATIONSHIP BETWEEN THE STATE OF TENNESSEE AND ITS LOCAL GOVERNMENTS AND TO RETURN THE LOCAL SHARE OF THE SINGLE ARTICLE CAP TO LOCAL GOVERNMENTS.

WHEREAS, Tennessee's municipal communities are the economic engine of the state and today 92% of the state's total sales tax collections are generated within municipal boundaries; and

WHEREAS, such economic growth is intentional and when it occurs, it is financed largely through city taxes for police, fire, streets, water and sewer, schools, parks, libraries and other amenities that attract and retain businesses and make Tennessee's communities desirable places for people to raise a family, start a business, and visit; and

WHEREAS, in 1947, the state began sharing 4.6% of each year's total state sales tax collections with cities for the purposes of recognizing the collective contribution of cities as the state's economic engine; thereby acknowledging that city residents incur a local tax burden that is directly attributable to financing, developing, and maintaining an economic environment that continues to generate a healthy portion of the sales tax revenue accruing to the state; and

WHEREAS, when confronting serious fiscal challenges in 2002, the state of Tennessee increased the state sales tax rate from 6% to 7%; and

WHEREAS, the state chose not to share a portion of the sales tax revenues generated by the increase from 6% to 7% with Tennessee municipalities; and

WHEREAS, as a result of this change the state broke a 55-year relationship of sharing 4.6% of all sales tax revenue designated for the state's general fund with municipalities; and

WHEREAS, at the same time in 2002, the state also doubled from \$1,600 to \$3,200 the amount of the purchase price any single item that is subject to a combined state and local option sales tax of 9.75%; and

WHEREAS, in addition to the single article cap increase from \$1,600 to \$3,200, the state also captured and continues to capture 100% of the state's 7% levy as well as the 2.75% portion of the sales tax levy that is customarily reserved for local government on the added sale of items with a purchase price above \$1,600; and

WHEREAS, in the 20 years since these provisions took effect, these two changes have combined to result in the state realizing nearly \$2 billion in additional sales tax collections -- \$2 billion that would have benefitted local taxpayers had the historic revenue sharing relationship and single article cap not been altered in 2002; and

WHEREAS, in the 20 years since these provisions took effect, Tennessee's state leaders have managed the budget with great care and a strong fiscally conservative approach to create a dynamic and growing economy with eight consecutive years of surplus revenues; and

WHEREAS, in the 20 years since these provisions took effect, the State of Tennessee's sustained economic and fiscal performance have erased the conditions which led to these austerity measures in 2002; and

WHEREAS, there is expected to be a surplus of recurring revenues produced by the economic engines of our state and managed by its leaders; and

WHEREAS, as a result of the accolades bestowed upon the state for its economic success, its fiscally conservative policies and strong leadership, the state has garnered an enviable reputation as the state in which to live, work and play; and

WHEREAS, a consequence of this reputation has led to continued and substantial economic growth and an increase and realignment of the state's population, thereby increasing the fiscal pressures on municipal governments to meet demands to expand and maintain infrastructure, to deliver essential services, to provide the amenities that allow for continued quality of life for Tennessee's citizens, and to promote an economic environment that allows Tennessee's businesses and communities to prosper; and

WHEREAS, these fiscal pressures create the need for recurring dollars to keep pace with this demand and to counteract the effects of inflation; and

WHEREAS, correcting the provisions which took effect in 2002 will help to offset these fiscal pressures and to provide relief to local taxpayers shouldering the burden of meeting this demand which is associated with generating the sales tax revenues accruing to the state.

NOW, THEREFORE, BE IT RESOLVED that the Board of Mayor and Aldermen of the City of La Vergne, Tennessee, on behalf of its residents, formally supports the restoration of the historic revenue sharing relationship of recurring state shared sales taxes in order for cities to once again receive 4.6% of all state general fund sales tax revenue. The Board of Mayor and Aldermen also formally supports the state allowing local governments to receive the local share of sales tax revenues realized by increasing the single article cap in 2002 to collect on items with a purchase price between \$1,600 and \$3,200.

Resolved this the 7th day of March, 2023.

Jason Cole, Mayor

ATTEST:

Bruce E. Richardson, City Recorder

State Shared Sales Tax & Single Article Cap

RESTORE RETURN RELIEF

Member Campaign Kit

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THE STORY

In 2002, the State of Tennessee enacted a number of measures designed to increase state revenues and intended to stave off an impending budget crisis and avoid fiscal calamity. Two such measures altered the historic sharing relationship between the state and Tennessee's municipalities. The first measure involved altering the revenue sharing relationship with regard to an increase in the state sales tax rate from 6% to 7%. The second measure altered the historic revenue sharing relationship to allow the state to retain a portion of sales tax revenues normally reserved for the local jurisdiction in which a sale occurs. The combined effect of these two measures has been to allow nearly \$2 billion in sales tax revenues to accrue entirely to the benefit of the state's general fund at the expense of municipalities and municipal taxpayers.

For 55 years, the state and its municipalities operated under a revenue sharing relationship first established in 1947, with the inception of a state sales tax. Under this relationship, commonly known as state-shared sales tax or SSST, the state returned 4.6% of the state's total annual sales tax revenues designated for the general fund to the state's municipalities. This sharing relationship was maintained through five subsequent increases in the state sales tax rate, with municipalities continuing to receive 4.6% of total state sales tax, including those revenues associated with each new rate increase. But that changed in 2002, when the state determined not to share any of the revenues associated with an increase in the state sales tax rate from 6% to 7%; thereby altering the historical sharing relationship in order to retain more sales tax revenues for itself. TML's legislation fully **RESTORES** this historic revenue-sharing relationship.

In the 20 years since these provisions took effect, Tennessee's state leaders have managed the budget with great care and a strong fiscally conservative approach to create a sustained period of economic vitality, with nine consecutive years of surplus revenues and the recurring revenues which allow for permanent restoration. Municipal residents and businesses have continued to fuel the state's economic engine generating the historic sales tax collections that buttress the state's prosperity. Today, thanks to the stewardship and conservative leadership the state continues to enjoy a period of sustained fiscal prosperity and the threat of a state fiscal crisis is a distant memory. Yet, these two austerity measures adopted in 2002 remain in place. TML's legislation **RETURNS** these locally-generated revenues to Tennessee's towns and cities.

Cities are the economic engine of the state. On average, about 90% of the sales tax revenues realized by the State are generated within city limits. This 90% is not generated freely. Economic growth is intentional and when it occurs, it is financed largely through city taxes paid by municipal residents and businesses. These city tax collections fund the investments for police, fire, streets, water and sewers, schools, parks, libraries and other services and amenities that attract, nurture and support businesses and make our communities desirable places for people to live and visit. In turn, these same residents patronize the businesses they have attracted and supported; allowing for the generation of the sales tax revenues the State enjoys. Thus, city taxpayers finance the costs of much of the state's economic output through their city taxes. As a result, any measurable economic growth is accompanied by an increased local tax burden borne by city residents. Each dollar of shared revenue returned to the community is a dollar less in local taxes that municipal taxpayers must provide to keep the State's economic engine producing. Likewise, every dollar of locally-generated local option sales taxes that may be retained by the local government aids a municipality or county in meeting funding demands and helps to reduce the pressure to increase local tax rates. TML's legislation brings tax **RELIEF** to municipal taxpayers by returning more of the sales tax revenues already being collected locally to the communities where they are being generated.

RESTORE RETURN RELIEF

RESTORE RETURN RELIEF

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THE CAMPAIGN

Now is the time...

Time to **Restore** the historical sharing relationship between the state and municipalities by allowing municipalities to receive a share of *all* state sales tax collections flowing to the state general fund and by increasing the amount of sales tax that might be realized by a local jurisdiction on the purchase price of a single article.

Time to **Return** millions in locally-generated sales tax revenues to local governments to assist with the ever-increasing costs of providing essential services and promoting an environment that sustains the continued generation of state sales tax collections for the state's general fund.

Time to provide **Relief** to municipal taxpayers by returning millions in locally-generated sales tax collections to help to reduce pressures to increase the tax burden borne by local taxpayers in association with the generation of the state's principal source of revenue.

RESTORE RETURN RELIEF

RESTORE RETURN RELIEF

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In 2002, the State of Tennessee enacted a number of measures designed to increase state revenues and intended to stave off an impending budget crisis and avoid fiscal calamity. Two such measures altered the historic sharing relationship between the state and Tennessee's municipalities. The first measure involved altering the revenue sharing relationship with regard to an increase in the state sales tax rate from 6% to 7%. The second measure altered the historic revenue sharing relationship to allow the state to retain a portion of sales tax revenues normally reserved for the local jurisdiction in which a sale occurs. The combined effect of these two measures has been to allow nearly \$2 billion in sales tax revenues to accrue entirely to the benefit of the state's general fund at the expense of municipalities and municipal taxpayers.

RESTORE

For 55 years, the state and its municipalities operated under a revenue sharing relationship first established in 1947, with the inception of a state sales tax. Under this relationship, commonly known as **state-shared sales tax or SSST**, the state returned 4.6% of the state's total annual sales tax revenues designated for the general fund to the state's municipalities. This sharing relationship was maintained through five subsequent increases in the state sales tax rate, with municipalities continuing to receive 4.6% of total state sales tax, including those revenues associated with each new rate increase. But that changed in 2002, when the state determined not to share any of the revenues associated with an increase in the state sales tax rate from 6% to 7%; thereby altering the historical sharing relationship in order to retain more sales tax revenues for itself.

Tennessee law authorizes both the state and the local jurisdiction in which a sale occurs to levy a sales tax on each item at the time of purchase. Currently, the state is permitted to levy a sales tax at a rate of 7% and a local government may levy a local option sales tax that may not exceed a rate of 2.75%. By law, half of the local sales tax collected with each purchase is allocated to the city or county in which the sale occurred while the second half is allocated to the local school system. Unlike the state levy which is applied to the full sales price of an item, the local levy is capped and may only be applied to a specific dollar amount of each item sold. Thus, the local government in which a sale occurs is entitled to derive revenues from the local sales tax levied on each purchase but only up to the limit imposed under law. This statutory limit on the amount of each sale that is subject to the local option sales tax is known as the **single article cap**.

The single article cap was established decades ago and was originally based on a percentage of the purchase price of each sale. The percentage was increased a couple of times before being replaced with a specific dollar amount. Following the establishment of the cap on the purchase price of each item sold that was subject to the sales tax as a dollar amount, this specific amount was increased several times in subsequent years. With each of these increases, the entire local sales tax levy on each purchase was retained by the local jurisdiction in which the sale occurred. The last increase in the single article cap that honored this sharing relationship

occurred in 1990, when the single article cap was increased to \$1,600. In 2002, the state increased the single article

cap from \$1,600 to \$3,200. However, unlike what occurred with prior increases, the state altered the historic relationship by electing to retain 100 percent of the 2.75% local levy that is customarily reserved for local government on items with a purchase price between \$1,600 and \$3,200. As a result, a local government may only realize revenue generated by its levy on the first \$1,600 of the purchase price of an item, despite the cap having been increased to \$3,200. The state, on the other hand, not only continues to realize 100 percent of the 7% levy on the full purchase price of every item sold but also 100 percent of the revenue generated by the local levy (2.75%) on items with a purchase price in excess of \$1,600.

Join us in calling on Governor Lee and your state senators and representatives to reverse these two twenty-year-old measures. Urge them to **RESTORE** the historical sharing relationship between the State and its municipalities by allowing municipalities to once again share in 100% of the state sales tax revenues flowing to the state's general fund and by allowing local government to realize 100 percent of the local share of sales tax revenues generated by the 2002 increase in the single article cap.

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In 2002, the State of Tennessee enacted a number of measures designed to increase state revenues and intended to stave off an impending budget crisis and avoid fiscal calamity. Two such measures altered the historic sharing relationship between the state and Tennessee's municipalities. The first measure involved altering the revenue sharing relationship with regard to an increase in the state sales tax rate from 6% to 7%. The second measure altered the historic revenue sharing relationship to allow the state to retain a portion of sales tax revenues normally reserved for the local jurisdiction in which a sale occurs. The combined effect of these two measures has been to allow nearly \$2 billion in sales tax revenues to accrue entirely to the benefit of the state's general fund at the expense of municipalities and municipal taxpayers.

RETURN

Two decades have elapsed since the relationship was altered. Over this period of time, municipal residents and businesses have continued to fuel the state's economic engine generating the historic sales tax collections that buttress the state's prosperity. Today, the state continues to enjoy a period of sustained fiscal prosperity and the threat of a state fiscal crisis is a distant memory. Yet, these two austerity measures adopted in 2002 remain in place.

About \$9 out of every \$10 in state sales tax collections are generated within city limits. The stated statutory purpose underlying the sharing relationship that is embodied in the state-shared sales tax is to recognize the contributions of municipalities and municipal residents to the state's economic and fiscal health. For more than 50 years, this purpose was accomplished by returning a small portion of the sales tax dollars designated for the state's general fund to the municipalities where the vast majority of state sales tax revenues are generated.

As a result of altering the historic sharing relationship to preclude municipalities from fully sharing in the 1% increase in the state sales tax rate adopted in 2002, the state returns only 3.6% of total state sales tax revenues to benefit municipal residents rather than the 4.6% that was returned to municipalities for more than 50 years prior to the change. Last year, alone, this difference amounted to the state's general fund retaining \$78 million more than it would had the 2002 change not been made. Moreover, since 2002, the state's general fund has retained an additional \$913 million in sales tax collections that would have been returned to benefit municipal taxpayers had this relationship not been altered.

A look at the state's decision to alter the historical relationship with respect to the single-article cap reveals a similar effect. In choosing to increase the single article cap to \$3,200 while also assuming the revenue that otherwise would have been realized by local governments on all items with a purchase price in excess of \$1,600, the state has retained dollars that would have otherwise benefitted local taxpayers. Last year, alone, the state received \$74 million in sales tax revenues that were generated by the additional 2.75% levy on items with a purchase price above \$1,600. As a result, nearly \$37 million in sales tax revenues were diverted from local school systems and another \$37 million was diverted from municipal and county governments. Since its adoption in 2002, the altering of the allocation of revenues associated with the increase in the single article cap has resulted in the state receiving \$1.02 billion in sales tax collections –

revenues that would have benefitted the municipality, county and school system where these purchases occurred had the revenue relationship not been altered.

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Join us in calling on Governor Lee and the state's senators and representatives to **RETURN** these state sales tax dollars to the communities in which they were generated to assist local governments to meet increasing demand for service, to continue to provide an environment that has enabled existing business and industry to succeed, to continue to promote economic expansion and to continue to afford residents a high quality of life.

RESTORE RETURN RELIEF

Tennessee Municipal League -- 226 Anne Dallas Dudley Blvd., STE 710, Nashville, TN 37219

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In 2002, the State of Tennessee enacted a number of measures designed to increase state revenues and intended to stave off an impending budget crisis and avoid fiscal calamity. Two such measures altered the historic sharing relationship between the state and Tennessee's municipalities. The first measure involved altering the revenue sharing relationship with regard to an increase in the state sales tax rate from 6% to 7%. The second measure altered the historic revenue sharing relationship to allow the state to retain a portion of sales tax revenues normally reserved for the local jurisdiction in which a sale occurs. The combined effect of these two measures has been to allow nearly \$2 billion in sales tax revenues to accrue entirely to the benefit of the state's general fund at the expense of municipalities and municipal taxpayers.

RELIEF

Two decades have elapsed since the relationship was altered. Over this period of time, municipal residents and businesses have continued to fuel the state's economic engine generating the historic sales tax collections that buttress the state's prosperity. Today, the state continues to enjoy a period of sustained fiscal prosperity and the threat of a state fiscal crisis is a distant memory. Yet, these two austerity measures adopted in 2002 remain in place.

State-shared sales tax is a sharing mechanism that returns a portion of the State's sales tax revenues to municipalities. Increasing the amount of the State's sales tax revenue that is shared with municipalities is a form of tax relief that will benefit all residents of a municipality. Cities are the economic engine of the state. On average, about 90% of the sales tax revenues realized by the State are generated within city limits. This 90% is not generated freely. Economic growth is intentional and when it occurs, it is financed largely through city taxes paid by municipal residents and businesses. These city tax collections fund the investments for police, fire, streets, water and sewers, schools, parks, libraries and other services and amenities that attract, nurture and support businesses and make our communities desirable places for people to live and visit. In turn, these same residents patronize the businesses they have attracted and supported; allowing for the generation of the sales tax revenues the State enjoys. Thus, city taxpayers finance the costs of much of the state's economic output through their city taxes. As a result, any measurable economic growth is accompanied by an increased local tax burden borne by city residents.

The State recognized this fact in 1947, when the state began sharing 4.6% of each year's total state sales tax collections with cities. This sharing of sales tax collections was established for the purposes of recognizing the collective contribution of cities as the state's economic engine and acknowledging that city residents incur a local tax burden that is directly attributable to financing, developing and maintaining an economic environment that continues to generate a healthy portion of the sales tax revenues accruing to the state.

In addition to the sharing of state sales tax revenues, local governments may also levy a local sales tax. Local sales tax collections help to reduce the amount of the costs of infrastructure, services and amenities that are financed by the local property tax. Allowing locals to retain all of the local option sales tax revenues derived under the single-article cap would reduce local budgetary pressures and the associated tax burden. The measure adopted in 2002 effectively capped the local revenue producing capacity of the local option sales tax at 1990-levels. Consequently, the local capacity has failed to keep pace with the increasing costs of the services and amenities demanded. As a result, there has been a significant erosion of the buying power of each tax sales tax dollar collected. Therefore, more local tax dollars are needed each year to simply maintain the current level of services and existing infrastructure. In those communities where growth and expansion has led to the need for additional infrastructure and an expansion of services, the demands on local taxes are exponentially greater.

Each dollar of shared revenue returned to the community is a dollar less in local taxes that municipal taxpayers must provide to keep the State's economic engine producing. Likewise, every dollar of locally-generated local option sales taxes that may be retained by the local government aids a municipality or county in meeting funding demands and helps to reduce the pressure to increase local tax rates.

Join us in calling on Governor Lee and the state's senators and representatives to provide **RELIEF** to municipal taxpayers by allowing municipalities to share in 100 percent of the state sales tax revenues flowing to the state's general fund and by allowing local government to realize 100 percent of the local share of sales tax revenues generated by the 2002 increase in the single article cap; thereby helping cities to cope with the increasing costs necessary to fuel the engine and helping to hold down local taxes and to ease the local tax burden borne by municipal residents and businesses.

RESTORE RETURN RELIEF

State Shared Sales Tax and Single Article Cap

- In 2002, the State changed historical relationship in order to address a significant state budget shortfall and avoid impending fiscal crisis.
- Changes solely benefitted state budget at expense of local taxpayers
- Nearly \$2 billion in additional sales tax collections realized by state – \$2 billion that would have benefitted local taxpayers had the historical relationship not been altered in 2002.
- Justification for these austerity measures has long-passed
- State demonstrated sustained economic and fiscal performance
- Recurring revenues allow for permanent restoration
- State has never been better positioned to restore historical relationship
- Now is the time.

RESTORE RETURN RELIEF

RESTORE

TML's legislation fully **RESTORES** the historic revenue sharing relationship between the state and municipalities by allowing municipalities to once again share in 100% of the state sales tax revenues flowing to the state's general fund and by allowing local governments to realize 100 % of the local share of sales tax revenues generated by the 2002 increase in the single article cap.

State-Shared Sales Tax

- First established in 1947 and maintained for 55 years, the revenue sharing relationship between the state and municipal governments was maintained through five subsequent increases in the state sales tax rate, with municipalities continuing to receive 4.6% of the total state sales tax, including those revenues associated with each new rate increase.
- To stave off a budget crisis in 2002, the state altered the historic sharing relationship with Tennessee's municipalities, when the state approved an increase in the state sales tax rate from 6% to 7 %, but the revenues associated with the 1% increase accrued entirely to the state's general fund and precluded sharing with cities.
- As a result of altering the historic sharing relationship in 2002, the state only returns 3.6% of total state sales tax revenues to municipalities.
- Last year, alone, this difference amounted to the state's general fund retaining \$78 million more had the 2002 change not been made.
- In the 20 years since that "temporary measure" was enacted, cities have been denied some \$933 million in additional sales tax revenues.

Single Article Cap

- Also, in 2002, the state increased the amount of the purchase price on a large, single item like a car or piece of furniture that is subject to the combined state and local option sales tax (9.75%) from \$1,600 to \$3,200. But rather than sharing that increased amount with local governments, the state claimed all of the Local Option Sales Tax (2.75%) revenues on sale items that cost between \$1,600 and \$3,200.
- Last year, alone, the state received \$74 million in sales tax revenue that were generated by the additional 2.75% levy on items with a purchase price above \$1,600. As a result, nearly \$37 million in sales tax revenues were diverted from local school systems and another \$37 million was diverted from local governments.
- Since its adoption in 2002, the state has received \$1.02 billion in sales tax collections from the increase of single article cap – revenues that would have benefitted the municipality, county, and school system where these purchases occurred.

The combined effect of these two "temporary" measures has allowed nearly \$2 billion in sales taxes to accrue entirely to the benefit of the state's general fund and at the expense of municipalities and municipal taxpayers. The returned revenue would provide relief to local taxpayers, allow local governments to meet funding demands necessary to maintain vital infrastructure, provide essential services to our citizens, fuel economic expansion, and afford the quality of life that has allowed this state to prosper.

RESTORE RETURN RELIEF

RETURN

TML's legislation **RETURNS** millions in locally-generated sales tax revenues to Tennessee towns and cities to assist with the ever-increasing costs of providing essential services that affords residents a high quality of life, and promotes an environment that has enabled existing businesses and industries to succeed and grow.

- The combined effect of the state's actions in 2002 has been to allow nearly \$2 billion in sales tax revenues to accrue entirely to the benefit of the state's general fund and at the expense of municipalities and municipal taxpayers.
- It has been 20 years since these two, "temporary" measures were adopted. In the two decades since these provisions took effect, the state of Tennessee's dynamic economic and fiscal policies has erased the conditions that led to these austerity measures.
- Tennessee state leaders have managed the budget with great care and a strong fiscally conservative approach to create a sustained period of economic vitality with eight consecutive years of surplus revenues and demonstrated fiscal performance.
- The state has amassed the healthiest of budget reserves, and the existence of recurring revenues allow for permanent restoration. Since the 2009 economic downturn, the governors and the General Assemblies have worked together to increase the State's rainy-day fund by \$1.1 billion and to bolster unrestricted budgetary reserves to \$9.3 billion. In addition, the State has an estimated \$2.75 to \$3.3 billion in unobligated recurring revenues.
- The state has never been in a better fiscal position to restore the historical relationship and return to the revenue-sharing practices that existed prior to 2002.
- Now is the time.

RESTORE RETURN RELIEF

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RELIEF

TML's legislation brings tax **RELIEF** to our communities by returning more of the sales tax revenues already being collected locally.

- Cities are the economic engines of the state. On average, about 90% of sales tax revenues realized by the state, are generated within city limits. Or in other words, about \$9 out of every \$10 in state sales tax collections are generated within city limits.
- Economic growth is intentional and when it occurs, it is financed largely through city taxes paid by municipal residents and businesses.
- City tax collections pay for essential services such as police, fire, streets, water and sewers, schools, parks, libraries and other services and amenities that attract, nurture and support business and make our communities desirable places to live, work and raise our families.
- Each dollar of shared revenue returned to the community is a dollar less in local taxes that municipal taxpayers must provide to keep the State's economic engines producing.
- The restoration of these shared revenues would relieve the pressure on local property taxes that impact every citizen in our cities and towns. At a time of high inflation, the reallocation of 4 cents on every available dollar means budget flexibility and more resources for essential services.
- Our state is in a solid financial position. Our cities and towns should benefit through the reinstatement of state shared revenues that will mean tax relief for most Tennesseans.

SB462 (Briggs) / HB1187 (Garrett)

Background

Cities are the economic engine of the state. Economic growth is intentional and when it occurs, it is financed largely through city taxes for police, fire, streets, water and sewer, schools, parks, libraries and other amenities that attract and retain businesses and make our communities desirable places for people to live and visit. Thus, city taxpayers finance the costs of infrastructure, services and amenities responsible for much of the state's economic output through their city taxes. As a result, any measurable economic growth is accompanied by an increased local tax burden borne by city residents.

The State recognized this fact in 1947, when the state began sharing 4.6% of each year's total state sales tax collections with cities. This was done for the purposes of recognizing the collective contribution of cities as the state's economic engine and acknowledging that city residents incur a local tax burden that is directly attributable to financing, developing and maintaining an economic environment that continues to generate a healthy portion of the sales tax revenues accruing to the state.

Today, about 90% of the state's total sales tax collections are generated within city limits. Thus, this sharing amounts to a practice of returning to cities a small portion of the state's sales tax revenues in order to reduce the local tax burden. A burden that is borne by city taxpayers and that is directly associated with keeping the state's economic engine running.

In 2002, the state was confronting serious fiscal challenges and increased the sales tax rate from 6% to 7%. The revenues associated with this 1 % increase in the state sales tax rate accrue entirely to the state's general fund, precluding cities from sharing in this increase and altering the historical relationship. As a result of this change to the sharing relationship, municipalities don't receive a share of the state sales tax generated between 6% to 7%..

Problem

For 50 years, the state continued the sharing relationship first established in 1947, by returning 4.6% of the state's total annual sales tax revenues to cities. But that changed in the early 2000's, when the state elected to address its budget shortfall by altering this relationship; thereby, retaining more sales tax revenues for itself.

Twenty years later, the state is enjoying fiscal prosperity and the threat of a fiscal crisis is a distant memory. Yet, this austerity measure remains in place. Precluding cities from sharing in this rate increase has reduced the effective share of the sales tax revenues provided cities from 4.6% to 3.6% of total state sales tax revenues. If one were to isolate only the effects of the state's decision to keep 100% of the revenues associated with the increase in the state's sales tax rate from 6% to 7%, then one would find that cities have been denied \$913 million in shared revenues since its adoption.

Remedy

Reverse the action taken more than 20 years ago that allowed the state to amass more sales tax revenues and avert a deeper fiscal crisis by restoring the sharing relationship and allowing cities to share in 100% of the state sales tax revenues flowing to the state's general fund.

The returned revenue would provide relief to local taxpayers, allow local governments to meet funding demands that are necessary to maintain vital infrastructure, provide essential services to our citizens, fuel economic expansion, and afford the quality of life that has allowed this state to prosper



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Contents](#)**ALLOCATION OF INCREASED SSST REVENUES AS A RESULT OF
PROPOSED RESTORATION OF SSST RELATIONSHIP**

Utilizing sales tax data provided by the Department of Revenue for FY '21-'22, we prepared an estimate of the amount each municipality would have received in state-shared sales taxes had our proposed restoration been in effect. A copy of the estimate follows on the subsequent pages.

In addition to preparing the projected increase in state-shared sales tax for each municipality, we also conducted an analysis of the allocation of the benefits realized.

- 85% of municipalities with a population of less than 5,000 will benefit from the proposed restoration because, proportionally, they receive more state-shared sales taxes than they generate in collections. Or said another way, 85% of the cities with less than 5,000 residents have a greater proportion of people than sales tax collections.

Comparison of Sales Proportion and Population Proportion by Population Range				
Population Range	# of Cities	Sales > Population	Sales < Population	% Less Than
0 - 5,000	241	34	206	85%
5,000 - 10,000	42	16	26	62%
10,001 - 20,000	30	14	16	53%
20,001 - 50,000	17	10	7	41%
50,001 - 100,000	9	4	5	56%
> 100,000	6	3	3	50%
Total	345	81	263	76%

As part of this allocation analysis, we examined the benefit to municipalities with a population of less than 20,000.

- The proposed restoration of the sharing of state sales tax would have generated an additional \$19 million in revenue for the 313 municipalities with fewer than 20,000 residents.
- Municipalities with a population under 5,000 would have realized a \$6.6 million increase in state-shared sales tax revenues.

In addition, we analyzed the impact of the proposed restoration on those municipalities located within a distressed county.

- If the proposed restoration of the relationship was in effect last fiscal year, then the municipalities located within a distressed county would have received an additional \$870,000 in state-shared sales tax revenues.

Lastly, we explored the effect of proposed restoration of the relationship on communities affected by Blue Oval City.

- Included municipalities located in the five counties in proximity to Blue Oval City (Fayette, Hardeman, Haywood, Lauderdale and Tipton)
- All municipalities in these five counties are under 10,000 in population and all but seven municipalities in this five-county region are under 5,000 in population
- If the proposed restoration of the relationship of state-shared sales tax was in effect, then the cities in these five counties would have realized an additional \$1.46 million in revenues.

RESTORE RETURN RELIEF

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Name	County	Grand Division	2021 Population	*Estimated State Shared Sales Tax Revenue Increase (FY21-22)
Adams	Robertson	Middle	624	11,507.91
Adamsville	McNairy	West	2,265	41,771.51
Alamo	Crockett	West	2,336	43,080.91
Alcoa	Blount	East	10,978	202,458.13
Alexandria	DeKalb	Middle	981	18,091.77
Algood	Putnam	Middle	3,963	73,086.32
Allardt	Fentress	Middle	555	10,235.40
Altamont	Grundy	Middle	1,117	20,599.90
Ardmore	Giles	Middle	1,217	22,444.12
Arlington	Shelby	West	14,549	268,315.12
Ashland City	Cheatham	Middle	5,193	95,770.18
Athens	McMinn	East	14,084	259,739.51
Atoka	Tipton	West	10,008	184,569.23
Atwood	Carroll	West	940	17,335.64
Auburntown	Cannon	Middle	272	5,016.27
Baileyton	Greene	East	436	8,040.79
Baneberry	Jefferson	East	523	9,645.25
Bartlett	Shelby	West	57,786	1,065,699.19
Baxter	Putnam	Middle	1,578	29,101.74
Bean Station	Grainger	East	2,967	54,717.92
Beersheba Springs	Grundy	Middle	434	8,003.90
Bell Buckle	Bedford	Middle	410	7,561.29
Belle Meade	Davidson	Middle	2,901	53,500.73
Bells	Crockett	West	2,463	45,423.06
Benton	Polk	East	1,523	28,087.42
Berry Hill	Davidson	Middle	2,112	38,949.86
Bethel Springs	McNairy	West	742	13,684.09
Big Sandy	Benton	West	486	8,962.89
Blaine	Grainger	East	2,084	38,433.48
Bluff City	Sullivan	East	1,822	33,601.63
Bolivar	Hardeman	West	5,205	95,991.49
Braden	Fayette	West	255	4,702.75
Bradford	Gibson	West	1,001	18,460.61
Brentwood	Williamson	Middle	45,373	836,776.54
Brighton	Tipton	West	2,888	53,260.98
Bristol	Sullivan	East	27,147	500,649.57
Brownsville	Haywood	West	9,788	180,511.95
Bruceton	Carroll	West	1,507	27,792.35
Bulls Gap	Hawkins	East	756	13,942.28
Burlison	Tipton	West	367	6,768.28
Burns	Dickson	Middle	1,573	29,009.53
Byrdstown	Pickett	Middle	798	14,716.85

**These Estimated Revenues Reflect the Increase in State Shared Sales Tax
Each Municipality Would Have Received if Our Legislation Was Enacted Last Year*

RESTORE RETURN RELIEF

Name	County	Grand Division	2021 Population	*Estimated State Shared Sales Tax Revenue Increase (FY21-22)
Calhoun	McMinn	East	536	9,885.00
Camden	Benton	West	3,674	67,756.53
Carthage	Smith	Middle	2,291	42,251.01
Caryville	Campbell	East	2,212	40,794.08
Cedar Hill	Robertson	Middle	301	5,551.09
Celina	Clay	Middle	1,422	26,224.76
Centertown	Warren	Middle	297	5,477.32
Centerville	Hickman	Middle	3,532	65,137.74
Chapel Hill	Marshall	Middle	1,717	31,665.20
Charleston	Bradley	East	664	12,245.60
Charlotte	Dickson	Middle	1,656	30,540.23
Chattanooga	Hamilton	East	181,099	3,339,858.39
Church Hill	Hawkins	East	6,998	129,058.30
Clarksburg	Carroll	West	379	6,989.58
Clarksville	Montgomery	Middle	166,722	3,074,715.33
Cleveland	Bradley	East	47,356	873,347.36
Clifton	Wayne	Middle	2,651	48,890.19
Clinton	Anderson	East	10,056	185,454.45
Coalmont	Grundy	Middle	784	14,458.66
Collegedale	Hamilton	East	11,109	204,874.06
Collierville	Shelby	West	51,324	946,525.89
Collinwood	Wayne	Middle	898	16,561.07
Columbia	Maury	Middle	41,690	768,854.03
Cookeville	Putnam	Middle	34,842	642,562.06
Coopertown	Robertson	Middle	4,480	82,620.92
Copperhill	Polk	East	443	8,169.88
Cornersville	Marshall	Middle	1,228	22,646.98
Cottage Grove	Henry	West	66	1,217.18
Covington	Tipton	West	8,663	159,764.51
Cowan	Franklin	Middle	1,759	32,439.78
Crab Orchard	Cumberland	East	720	13,278.36
Cross Plains	Robertson	Middle	1,789	32,993.04
Crossville	Cumberland	East	12,071	222,615.42
Crump	Hardin	Middle	1,594	29,396.82
Cumberland City	Stewart	Middle	305	5,624.86
Cumberland Gap	Claiborne	East	313	5,772.40
Dandridge	Jefferson	East	3,344	61,670.61
Dayton	Rhea	East	7,065	130,293.93
Decatur	Meigs	East	1,563	28,825.11
Decaturville	Decatur	West	807	14,882.83
Dechard	Franklin	Middle	2,379	43,873.92
Dickson	Dickson	Middle	16,058	296,144.35

**These Estimated Revenues Reflect the Increase in State Shared Sales Tax
Each Municipality Would Have Received if Our Legislation Was Enacted Last Year*

RESTORE RETURN RELIEF

Name	County	Grand Division	2021 Population	*Estimated State Shared Sales Tax Revenue Increase (FY21-22)
Dover	Stewart	Middle	1,826	33,675.40
Dowelltown	DeKalb	Middle	342	6,307.22
Doyle	White	Middle	493	9,091.99
Dresden	Weakley	West	3,019	55,676.91
Ducktown	Polk	East	461	8,501.84
Dunlap	Sequatchie	Middle	5,357	98,794.70
Dyer	Gibson	West	2,308	42,564.53
Dyersburg	Dyer	West	16,164	298,099.22
Eagleville	Rutherford	Middle	813	14,993.48
East Ridge	Hamilton	East	22,167	408,807.56
Eastview	McNairy	West	763	14,071.38
Elizabethton	Carter	East	14,546	268,259.79
Elkton	Giles	Middle	545	10,050.98
Englewood	McMinn	East	1,483	27,349.74
Enville	Chester	West	188	3,467.13
Erin	Houston	Middle	1,224	22,573.22
Erwin	Unicoi	East	6,083	112,183.72
Estill Springs	Franklin	Middle	2,267	41,808.40
Ethridge	Lawrence	Middle	537	9,903.44
Etowah	McMinn	East	3,603	66,447.14
Fairview	Williamson	Middle	9,357	172,563.38
Farragut	Knox	East	23,506	433,501.63
Fayetteville	Lincoln	Middle	7,068	130,349.25
Finger	McNairy	West	276	5,090.04
Forest Hills	Davidson	Middle	5,038	92,911.65
Franklin	Williamson	Middle	83,454	1,539,072.79
Friendship	Crockett	West	613	11,305.05
Friendsville	Blount	East	896	16,524.18
Gadsden	Crockett	West	469	8,649.38
Gainesboro	Jackson	Middle	920	16,966.80
Gallatin	Sumner	Middle	44,431	819,404.02
Gallaway	Fayette	West	528	9,737.47
Garland	Tipton	West	289	5,329.79
Gates	Lauderdale	West	664	12,245.60
Gatlinburg	Sevier	East	3,577	65,967.64
Germantown	Shelby	West	41,333	762,270.18
Gibson	Gibson	West	366	6,749.83
Gilt Edge	Tipton	West	476	8,778.47
Gleason	Weakley	West	1,369	25,247.33
Goodlettsville	Davidson	Middle	17,789	328,067.75
Gordonsville	Smith	Middle	1,363	25,136.68
Grand Junction	Hardeman	West	338	6,233.45

**These Estimated Revenues Reflect the Increase in State Shared Sales Tax
Each Municipality Would Have Received if Our Legislation Was Enacted Last Year*

RESTORE RETURN RELIEF

Name	County	Grand Division	2021 Population	*Estimated State Shared Sales Tax Revenue Increase (FY21-22)
Graysville	Rhea	East	1,471	27,128.43
Greenback	Loudon	East	1,102	20,323.27
Greenbrier	Robertson	Middle	6,898	127,214.08
Greeneville	Greene	East	15,479	285,466.34
Greenfield	Weakley	West	2,031	37,456.05
Gruetli-Laager	Grundy	Middle	1,742	32,126.26
Guys	McNairy	West	414	7,635.06
Halls	Lauderdale	West	2,091	38,562.58
Harriman	Roane	East	5,892	108,661.26
Harrogate	Claiborne	East	4,400	81,145.54
Hartsville-Trousdale	Trousdale	Middle	11,615	214,205.79
Henderson	Chester	West	6,308	116,333.20
Hendersonville	Sumner	Middle	61,753	1,138,859.27
Henning	Lauderdale	West	871	16,063.13
Henry	Henry	West	446	8,225.21
Hickory Valley	Hardeman	West	78	1,438.49
Hohenwald	Lewis	Middle	3,668	67,645.88
Hollow Rock	Carroll	West	683	12,596.00
Hornbeak	Obion	West	511	9,423.95
Hornsby	Hardeman	West	264	4,868.73
Humboldt	Gibson	West	7,874	145,213.64
Huntingdon	Carroll	West	4,439	81,864.79
Huntland	Franklin	Middle	886	16,339.76
Huntsville	Scott	East	1,270	23,421.55
Jacksboro	Campbell	East	2,306	42,527.64
Jackson	Madison	West	68,205	1,257,848.15
Jamestown	Fentress	Middle	1,935	35,685.60
Jasper	Marion	East	3,612	66,613.12
Jefferson City	Jefferson	East	8,419	155,264.62
Jellico	Campbell	East	2,154	39,724.43
Johnson City	Washington	East	71,046	1,310,242.35
Jonesborough	Washington	East	5,860	108,071.11
Kenton	Obion	West	1,205	22,222.81
Kimball	Marion	East	1,545	28,493.15
Kingsport	Sullivan	East	55,442	1,022,470.74
Kingston	Roane	East	5,953	109,786.23
Kingston Springs	Cheatham	Middle	2,824	52,080.69
Knoxville	Knox	East	190,740	3,517,659.35
La Follette	Campbell	East	7,430	137,025.32
La Grange	Fayette	West	123	2,268.39
La Vergne	Rutherford	Middle	38,719	714,062.35
Lafayette	Macon	Middle	5,584	102,981.07

**These Estimated Revenues Reflect the Increase in State Shared Sales Tax
Each Municipality Would Have Received if Our Legislation Was Enacted Last Year*

RESTORE RETURN RELIEF

Name	County	Grand Division	2021 Population	*Estimated State Shared Sales Tax Revenue Increase (FY21-22)
Lakeland	Shelby	West	13,904	256,419.92
Lakesite	Hamilton	East	1,856	34,228.67
Lawrenceburg	Lawrence	Middle	11,633	214,537.75
Lebanon	Wilson	Middle	38,431	708,751.00
Lenoir City	Loudon	East	10,117	186,579.43
Lewisburg	Marshall	Middle	12,288	226,617.37
Lexington	Henderson	West	7,956	146,725.90
Liberty	DeKalb	Middle	334	6,159.68
Linden	Perry	Middle	997	18,386.84
Livingston	Overton	Middle	3,905	72,016.67
Lobelville	Perry	Middle	919	16,948.35
Lookout Mountain	Hamilton	East	2,058	37,953.98
Loretto	Lawrence	Middle	1,739	32,070.93
Loudon	Loudon	East	5,991	110,487.04
Louisville	Blount	East	4,384	80,850.47
Luttrell	Union	East	1,017	18,755.69
Lynchburg	Moore	Middle	6,461	119,154.85
Lynnville	Giles	Middle	292	5,385.11
Madisonville	Monroe	East	5,132	94,645.21
Manchester	Coffee	Middle	12,212	225,215.77
Martin	Weakley	West	10,825	199,636.48
Maryville	Blount	East	31,907	588,434.29
Mason	Tipton	West	1,337	24,657.18
Maury City	Crockett	West	583	10,751.78
Maynardville	Union	East	2,456	45,293.97
McEwen	Humphreys	Middle	1,643	30,300.48
McKenzie	Carroll	West	5,529	101,966.75
McLemoresville	Carroll	West	288	5,311.34
McMinnville	Warren	Middle	13,788	254,280.63
Medina	Gibson	West	5,126	94,534.56
Medon	Madison	West	189	3,485.57
Memphis	Shelby	West	633,104	11,675,811.07
Michie	McNairy	West	679	12,522.23
Middleton	Hardeman	West	658	12,134.95
Milan	Gibson	West	8,171	150,690.96
Milledgeville	Hardin	West	271	4,997.83
Millersville	Sumner	Middle	6,299	116,167.22
Millington	Shelby	West	10,582	195,155.03
Minor Hill	Giles	Middle	504	9,294.85
Mitchellville	Sumner	Middle	163	3,006.07
Monteagle	Grundy	Middle	1,393	25,689.94
Monterey	Putnam	Middle	2,746	50,642.20

**These Estimated Revenues Reflect the Increase in State Shared Sales Tax
Each Municipality Would Have Received if Our Legislation Was Enacted Last Year*

RESTORE RETURN RELIEF

Name	County	Grand Division	2021 Population	*Estimated State Shared Sales Tax Revenue Increase (FY21-22)
Morrison	Warren	Middle	733	13,518.11
Morristown	Hamblen	East	30,431	561,213.65
Moscow	Fayette	West	572	10,548.92
Mosheim	Greene	East	2,479	45,718.14
Mount Carmel	Hawkins	East	5,473	100,933.99
Mount Juliet	Wilson	Middle	39,289	724,574.38
Mount Pleasant	Maury	Middle	4,784	88,227.34
Mountain City	Johnson	East	2,415	44,537.84
Munford	Tipton	West	6,302	116,222.55
Murfreesboro	Rutherford	Middle	152,769	2,817,391.74
Nashville-Davidson	Davidson	Middle	689,447	12,714,898.21
New Hope	Marion	East	987	18,202.42
New Johnsonville	Humphreys	Middle	1,804	33,269.67
New Market	Jefferson	East	1,349	24,878.49
New Tazewell	Claiborne	East	2,769	51,066.37
Newbern	Dyer	West	3,349	61,762.82
Newport	Cocke	East	6,868	126,660.82
Niota	McMinn	East	772	14,237.35
Nolensville	Williamson	Middle	13,829	255,036.76
Normandy	Bedford	Middle	108	1,991.75
Norris	Anderson	East	1,599	29,489.03
Oak Hill	Davidson	Middle	4,891	90,200.65
Oak Ridge	Anderson	East	31,402	579,121.00
Oakdale	Morgan	East	191	3,522.45
Oakland	Fayette	West	8,936	164,799.22
Obion	Obion	West	991	18,276.19
Oliver Springs	Anderson	East	3,297	60,803.83
Oneida	Scott	East	3,787	69,840.49
Orlinda	Robertson	Middle	947	17,464.73
Orme	Marion	East	87	1,604.47
Palmer	Grundy	Middle	551	10,161.64
Paris	Henry	West	10,316	190,249.42
Parker's Crossroads	Henderson	West	284	5,237.58
Parrottsville	Cocke	East	217	4,001.95
Parsons	Decatur	West	2,100	38,728.56
Pegram	Cheatham	Middle	2,072	38,212.17
Petersburg	Lincoln	Middle	528	9,737.47
Philadelphia	Loudon	East	607	11,194.40
Pigeon Forge	Sevier	East	6,343	116,978.68
Pikeville	Bledsoe	East	1,824	33,638.52
Piperton	Fayette	West	2,263	41,734.63
Pittman Center	Sevier	East	454	8,372.74

**These Estimated Revenues Reflect the Increase in State Shared Sales Tax
Each Municipality Would Have Received if Our Legislation Was Enacted Last Year*

RESTORE RETURN RELIEF

Name	County	Grand Division	2021 Population	*Estimated State Shared Sales Tax Revenue Increase (FY21-22)
Plainview	Union	East	2,060	37,990.87
Pleasant Hill	Cumberland	East	540	9,958.77
Pleasant View	Cheatham	Middle	4,807	88,651.51
Portland	Sumner	Middle	13,156	242,625.18
Powells Crossroads	Marion	East	1,296	23,901.05
Pulaski	Giles	Middle	8,397	154,858.89
Puryear	Henry	West	706	13,020.17
Ramer	McNairy	West	325	5,993.70
Red Bank	Hamilton	East	11,899	219,443.37
Red Boiling Springs	Macon	Middle	1,205	22,222.81
Ridgely	Lake	West	1,690	31,167.27
Ridgeside	Hamilton	East	446	8,225.21
Ridgetop	Robertson	Middle	2,155	39,742.87
Ripley	Lauderdale	West	7,800	143,848.92
Rives	Obion	West	246	4,536.77
Rockford	Blount	East	822	15,159.46
Rockwood	Roane	East	5,444	100,399.17
Rocky Top	Anderson	East	1,628	30,023.85
Rogersville	Hawkins	East	4,671	86,143.37
Rossville	Fayette	West	1,041	19,198.30
Rutherford	Gibson	West	1,163	21,448.24
Rutledge	Grainger	East	1,321	24,362.11
Saltillo	Hardin	West	420	7,745.71
Samburg	Obion	West	210	3,872.86
Sardis	Henderson	West	414	7,635.06
Saulsbury	Hardeman	West	112	2,065.52
Savannah	Hardin	West	7,213	133,023.37
Scotts Hill	Henderson	West	877	16,173.78
Selmer	McNairy	West	4,446	81,993.88
Sevierville	Sevier	East	17,889	329,911.96
Sharon	Weakley	West	935	17,243.43
Shelbyville	Bedford	Middle	23,557	434,442.18
Signal Mountain	Hamilton	East	8,852	163,250.08
Silerton	Chester	West	97	1,788.89
Slayden	Dickson	Middle	170	3,135.17
Smithville	DeKalb	Middle	5,004	92,284.61
Smyrna	Rutherford	Middle	53,070	978,725.92
Sneedville	Hancock	East	1,282	23,642.86
Soddy-Daisy	Hamilton	East	13,070	241,039.15
Somerville	Fayette	West	3,415	62,980.01
South Carthage	Smith	Middle	1,490	27,478.83
South Fulton	Obion	West	2,245	41,402.67

**These Estimated Revenues Reflect the Increase in State Shared Sales Tax
Each Municipality Would Have Received if Our Legislation Was Enacted Last Year*

RESTORE RETURN RELIEF

Name	County	Grand Division	2021 Population	*Estimated State Shared Sales Tax Revenue Increase (FY21-22)
South Pittsburg	Marion	East	3,106	57,281.38
Sparta	White	Middle	4,998	92,173.96
Spencer	Van Buren	Middle	1,462	26,962.45
Spring City	Rhea	East	1,949	35,943.79
Spring Hill	Williamson	Middle	50,005	922,200.67
Springfield	Robertson	Middle	18,782	346,380.82
St. Joseph	Lawrence	Middle	790	14,569.31
Stanton	Haywood	West	417	7,690.38
Stantonville	McNairy	West	335	6,178.13
Sunbright	Morgan	East	519	9,571.49
Surgoinsville	Hawkins	East	1,882	34,708.16
Sweetwater	Monroe	East	6,312	116,406.97
Tazewell	Claiborne	East	2,348	43,302.21
Tellico Plains	Monroe	East	762	14,052.93
Tennessee Ridge	Houston	Middle	1,332	24,564.97
Thompson's Station	Williamson	Middle	7,485	138,039.64
Three Way	Madison	West	1,877	34,615.95
Tiptonville	Lake	West	3,976	73,326.06
Toone	Hardeman	West	270	4,979.39
Townsend	Blount	East	550	10,143.19
Tracy City	Grundy	Middle	1,406	25,929.69
Trenton	Gibson	West	4,240	78,194.80
Trezevant	Carroll	West	799	14,735.29
Trimble	Dyer	West	547	10,087.87
Troy	Obion	West	1,423	26,243.21
Tullahoma	Coffee	Middle	20,339	375,095.28
Tusculum	Greene	East	3,298	60,822.27
Unicoi	Unicoi	East	3,833	70,688.83
Union City	Obion	West	11,170	205,999.03
Vanleer	Dickson	Middle	374	6,897.37
Viola	Warren	Middle	93	1,715.12
Vonore	Monroe	East	1,574	29,027.97
Walden	Hamilton	East	1,981	36,533.94
Wartburg	Morgan	East	848	15,638.96
Wartrace	Bedford	Middle	653	12,042.74
Watauga	Carter	East	353	6,510.09
Watertown	Wilson	Middle	1,553	28,640.69
Waverly	Humphreys	Middle	4,297	79,246.00
Waynesboro	Wayne	Middle	2,317	42,730.51
Westmoreland	Sumner	Middle	2,718	50,125.82
White Bluff	Dickson	Middle	3,862	71,223.66
White House	Robertson	Middle	12,982	239,416.24

**These Estimated Revenues Reflect the Increase in State Shared Sales Tax
Each Municipality Would Have Received if Our Legislation Was Enacted Last Year*

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Name	County	Grand Division	2021 Population	*Estimated State Shared Sales Tax Revenue Increase (FY21-22)
White Pine	Jefferson	East	2,471	45,570.60
Whiteville	Hardeman	West	2,606	48,060.29
Whitwell	Marion	East	1,641	30,263.60
Williston	Fayette	West	349	6,436.32
Winchester	Franklin	Middle	9,375	172,895.34
Winfield	Scott	East	947	17,464.73
Woodbury	Cannon	Middle	2,703	49,849.18
Woodland Mills	Obion	West	346	6,380.99
Yorkville	Gibson	West	236	4,352.35

**These Estimated Revenues Reflect the Increase in State Shared Sales Tax
Each Municipality Would Have Received if Our Legislation Was Enacted Last Year*

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THE STATE OF TENNESSEE HAS THE RESOURCES TO

RESTORE THE HISTORIC REVENUE SHARING RELATIONSHIP

Over the last 20 years, the state has realized about \$913 million in state sales tax revenues that would have benefitted municipal residents had the historic sharing of state sales tax not been altered in 2002.

Municipalities are the economic engine of our state. Last fiscal year (Fiscal Year 2021-2022), \$8.3 billion in state sales tax collections were generated within municipalities. On average, about 90% of the state sales tax realized on in-state purchases is generated within a city or town.

The sharing of a portion of the state's sales tax was initiated in 1947. This sharing relationship was established in recognition of the tax burden borne solely by municipal residents that is associated with constructing and maintaining infrastructure, establishing and operating services, and creating and supporting an environment that allows for the continued generation of these vital state revenues. This sharing relationship is intended to provide municipal taxpayers protection against "being oppressed by heavy local taxation" and to "obtain a satisfactory and orderly operation of their municipal government." In short, state-shared sales tax is a relationship, whereby the state has agreed to return a portion of the sales tax revenues that accrue to its benefit to the communities where it was generated, for the purposes of offsetting the costs of municipal services and operations and providing relief to the municipal taxpayers whose local taxes fuel the engine and allow for the continued generation of state revenues.

Last fiscal year, the state returned \$452 million in state sales tax collections to the residents of the 345 municipalities in which \$8.3 billion in state sales tax collections were generated. This means that the state returned about 5.5% of the revenues generated within municipalities last year. If TML's proposal to restore the historical sharing relationship had been in effect last fiscal year, then the state would have returned an estimated \$78 million in additional state sales tax revenues to municipalities, or 6.4% of the state sales tax revenues generated within cities and town.

On its face, \$78 million sounds like a lot of money. And it is. But the State's has enjoyed eight (8) consecutive years of peak fiscal performance and surplus revenues. Since the 2009 economic downturn, the governors and the General Assemblies have worked together to increase the State's rainy-day fund by \$1.1 billion and to bolster uncommitted general fund reserves to \$11.3 billion. In addition, the State has in excess of \$2.74 billion in unobligated recurring revenues for the coming fiscal year.

So how much is \$78 million in the context of the state's fiscal picture?

Well, it is....

- Between 2 ½ and 3 pennies out of every dollar of the of the State Funding Board's range in unobligated recurring revenues available in the current fiscal year.
- 1/8th of the state sales tax revenue overcollections for the first five months of the current fiscal year.
- About 3% of last year's state sales tax overcollection.
- Less than 1% of last year's total state sales tax revenues.
- 0.4% of the state's projected general fund revenues for the upcoming year.

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COMPARISON OF STATE SALES TAX GROWTH AND LOCAL OPTION SALES TAX GROWTH

Based on sales tax collection data provided by Tennessee Department of Revenue for FY'21-'22

A few have questioned the immediacy of the need to restore the historical sharing of state sales tax collections with municipalities that had been observed for fifty-five (55) years, prior to adoption of the austerity measures in 2002. One of the justifications offered by these few for their hesitance to restore the historical sharing relationship between the state and municipalities is the fact that the state continues to enjoy the benefits of a substantial overcollections of sales tax dollars. As municipalities also levy a local option sales tax, these few have concluded that cities are deriving equal benefit from the abundance. This document seeks to provide background information on the local option sales tax and an analysis of the performance of the municipal levy in Fiscal Year 2021-2022 in an effort to create context and perspective surrounding the assumption inherent in the views offered by these few.

Last fiscal year, the state again realized a year-over-year increase in state sales tax collection. The state experienced a 16.4% rate of growth in such collections. Our analysis revealed that it is shortsighted to assume that because the state experienced substantial growth, then its municipalities experienced similar or proportional growth. While most cities also experienced a growth in sales tax revenues, the data suggests very few grew at exactly the same rate as the state. In fact, some municipalities experienced growth at a higher rate than the state. Other municipalities saw their rate of growth fall below that of the state. Some municipalities experienced negative growth. Moreover, it is unwise to draw any conclusions based solely on a simple comparison of the state's rate and that of a specific municipality. For example, City A may have seen its local option sales tax revenues increase by 85% from the previous year's collections. Clearly, the growth experienced by City A would be significantly larger than that of the state. Yet, given the population, commercial base and sales tax rate of City A, the substantial percentage increase may have only generated an increase of a couple thousand dollars. It is all relative.

Municipalities with Rate of Growth Below State's Rate of Growth

- 241 cities, or about 70% of all municipalities, realized a growth rate less than the state's rate of growth
- 25 cities experienced zero growth or a negative rate of growth
- 140 cities experienced a rate of growth in the single digits.
- 96 cities realized a rate of growth that was less than half that of the state – average population for these 96 cities was 3,950.

Municipalities Under 50,000 with Rate of Growth Below State's Rate of Growth

- 72% of the municipalities under 50,000 in population realized a rate of growth that was less than that realized by the state.
- 190 cities, or 55% of all cities, that experienced growth at a rate below the state have a population under 10,000. 161 of these 190 cities have a population of less than 5,000.

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Municipalities with Rate of Growth Above State's Rate of Growth

- Less than 30% of all cities experienced growth rate greater than state rate of growth
- 40% of the 104 cities that realized growth rate in excess of the state's rate of growth saw an increase in sales tax collections of less than \$100,000 – on average, the increase in sales tax collections realized was just \$38,566.
- The highest rate of growth was seen in Slayden, which grew by 192%. This 192% growth netted the Town of Slayden an increase of \$10,630 in sales tax collections.

Municipalities under 5,000 in Population with Rate of Growth Above the State's Rate of Growth

- 78 cities with population less than 5,000 saw rate of growth that was greater than that of the state.
- More than one-third of these cities under 5,000 realized a net increase of less than \$50,000 in sales tax collections.
- About one-quarter of these cities realized a net increase of less than \$20,000 in sales tax collections
- The largest of these cities under 5,000 to realize a rate of growth in excess of the state's was Oak Hill with a population of 4,891. The smallest was Cottage Grove with a population of 66.
- Largest rate of growth experienced by a municipality with a population under 5,000 and located outside the four largest counties was the City of Trenton with a rate of growth of 27.4% growth for a \$472,965 increase in local option sales tax collections. The smallest increase in the rate of growth for a city under 5,000 and located outside the four largest counties was the City of Friendsville with a rate of growth of 16.5% for an increase of \$69,240.
- Largest gain in revenues for a municipality with a population of less than 5,000 that is located outside the four largest counties was the City of Piperton with \$967,665 in increased local option sales tax collections while Orme realized the smallest gain with an increase of just \$447.

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STATE ENACTED REDUCTIONS / INCREASES IN MUNICIPAL REVENUES 2012 – 2018

Between 2012 and 2018 the state enacted a number of measures that altered municipal revenues. Legislative changes to the application of the sales tax to food items, increases in the Hall Tax income exemption threshold, and changes to the Hall Tax rate resulted in a substantial recurring loss in municipal revenues. In addition, the adoption of the Improve Act and its phased increase in the rate of tax applied to motor fuel purchases increased fuel revenues shared with municipalities.

The charts that follow provide an itemized look at each of these enacted measures and its corresponding effect on municipal revenues.

Estimated Impact According to Fiscal Notes

Losses	TOTAL
12-13 Food Tax Reduction (5.5% to 5.25%).....	(10,640,690.00)
13-14 Food Tax Reduction (5.25% to 5%).....	(10,369,233.00)
IMPROVE Food Tax Reduction (5% to 4%).....	(28,806,000.00)
12-13 Hall Exemption Threshold.....	(5,250,272.90)
13-14 Hall Exemption Threshold.....	(6,136,605.00)
15-16 Hall Exemption Threshold.....	(3,105,445.00)
16-17 Hall Rate Reduction (6% to 5%).....	(75,417,120.00)
17-18 IMPROVE Hall Rate Phase-Out.....	(234,067,968.00)
Various Exemptions Not Held Harmless.....	-
Total Annual Loss.....	(373,793,333.90)
Increases	
IMPROVE 17-18 Gasoline Tax Increase.....	86,918,800.00
IMPROVE 18-19 Gasoline Tax Increase.....	17,383,760.00
IMPROVE 19-20 Gasoline Tax Increase.....	13,037,820.00
IMPROVE 17-18 Motor Fuel Tax Increase.....	18,787,171.76
IMPROVE 18-19 Motor Fuel Tax Increase.....	11,272,303.06
IMPROVE 19-20 Motor Fuel Tax Increase.....	8,454,227.29
Local Support Grants.....	100,000,000.00
Local Government Recovery & Rebuilding.....	50,000,000.00
Total Annual Gain.....	305,854,082.12
Net Policy Gain (Loss).....	(67,939,251.78)

The first chart represents the *estimated impact* in the fiscal note presented at the time of adoption. According to this chart, municipalities were estimated to suffer a net reduction in recurring revenues of \$373.8 million, while experiencing a net gain of \$305.85 million in fuel revenues. Although it is tempting to net these combined reductions and increases, one must remember that fuel revenues may only be used for specific transportation infrastructure needs.

Actual Impact of Provisions

Losses	TOTAL
12-13 Food Tax Reduction (5.5% to 5.25%).....	(14,073,607.60)
13-14 Food Tax Reduction (5.25% to 5%).....	(12,932,739.54)
IMPROVE Food Tax Reduction (5% to 4%).....	(31,600,553.98)
12-13 Hall Exemption Threshold.....	(9,059,847.43)
13-14 Hall Exemption Threshold.....	(8,370,209.58)
15-16 Hall Exemption Threshold.....	(4,051,100.59)
16-17 Hall Rate Reduction (6% to 5%).....	(125,790,593.40)
17-18 IMPROVE Hall Rate Phase-Out.....	(300,289,335.30)
Various Exemptions Not Held Harmless.....	-
Total Annual Loss.....	(506,167,987.42)
Increases	
IMPROVE 17-18 Gasoline Tax Increase.....	83,782,657.15
IMPROVE 18-19 Gasoline Tax Increase.....	16,711,943.09
IMPROVE 19-20 Gasoline Tax Increase.....	12,435,601.36
IMPROVE 17-18 Motor Fuel Tax Increase.....	27,526,670.24
IMPROVE 18-19 Motor Fuel Tax Increase.....	16,728,108.83
IMPROVE 19-20 Motor Fuel Tax Increase.....	12,719,625.11
Local Support Grants.....	100,000,000.00
Local Government Recovery & Rebuilding.....	50,000,000.00
Total Annual Gain.....	319,904,605.78
Net Policy Gain (Loss).....	(186,263,381.64)

The second chart represents the effect of each provision as reflected in the *actual impact* of these provisions as determined by a review of the Tennessee Department of Revenue collections data. This analysis reveals that municipalities realized a \$506.2 million reduction in revenues and an increase of \$320 million increase in fuel revenues as a result of measures adopted during this period. **The actual impact of \$506 million in revenue losses is \$133 million more than the losses estimated at \$373 million.**

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BEHIND THE LOCAL OPTION SALES TAX RATE

Municipalities are authorized to levy a local option sales tax on sales occurring within their jurisdictional limits, provided such levy does not exceed the maximum allowable rate. However, there are several factors that combine to result in a municipality realizing less revenue from each qualifying sale than would be assumed by multiplying the sales price by the maximum local option sales tax rate. Those factors include the specific rate at which a municipality levies a sales tax, the effect of statutorily required commissions, the redirection of associated revenues to the local education agency and the effect of the statutorily imposed cap on the amount of the purchase price of a single item that is subject to the local option sales tax.

Local Option Sales Tax Rates

The state's municipalities are authorized to levy a local option sales tax on purchases occurring within their incorporated limits. By law, such levy may not exceed 2.75%. Currently, the vast majority of cities and towns levy the local option sales tax at a rate of 2.75%. However, one-third of all municipalities levy at a rate below the 2.75% maximum allowable rate, as detailed in the chart below.

Local Option Rates	# Municipalities Levying at Rate
1.50%	1
1.75%	2
2.00%	7
2.25%	83
2.50%	22
2.75%	230

Effect of Statutorily-Imposed Commissions

Municipal local option sales tax collections are subject to two statutorily-imposed commissions. The first is a commission due to the Tennessee Department of Revenue that is equal to 1.125% of a municipality's total sales tax collections before any other commissions or deductions. The second commission is due to the county trustee and is applied to a municipality's total remaining collections, after the state's commission and the reduction for education have been applied. The county trustee's commission is assessed at 2%. These commissions are a relic of the past and harken to the days when such transactions were manually calculated, recorded and disbursed. Now, collections are routed from the vendor to the state and back to the county and then to the city within minutes, by electronic transfer.

Redirection of Municipal Sales Tax Collection for Education

In addition to the aforementioned commissions, the law provides that half of a municipality's collections must be redirected to the local education agency. Clearly, under our state's constitution, public education is the responsibility of the state. The state earmarks a

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portion of the state's sales tax collections as well as other independent expenditures to fund the education funding formula. In addition, the law requires that half of all collections deriving from the locally-levied sales tax be redirected to the local education agency. The redirection of these local sales tax collections is another means by which the state has elected to finance its obligation to public education. As a result, this redirection effectively reduces the amount of sales tax revenue a local government may realize from its levy by half. It should also be understood that this redirection would apply to any future increase that may be sought by the 115 cities not currently levying the maximum allowable sales tax rate.

Effect of Single Article Cap

In addition to the commissions and the redirection of local sales tax revenues to education, the existence of a statutory cap on the amount of the purchase price of a single item that is subject to the local option sales tax also limits the amount of sales tax revenue that may be realized by a municipality ("Single Article Cap"). For the last 30 years, this statutory cap has been set at \$1,600. This cap is the subject of a proposal included in this packet for the governor's consideration and is fully discussed in those pages. The cap was raised to \$1,600 in 1990 and raised again in 2002 to \$3,200. However, an additional change made in 2002 altered the relationship as well as the allocations, resulting in locals not deriving any benefit from the increase. As a result, the maximum revenues a local government may realize on the sale of any item has remained at \$22 for the last 30 years.

Review of the Numbers

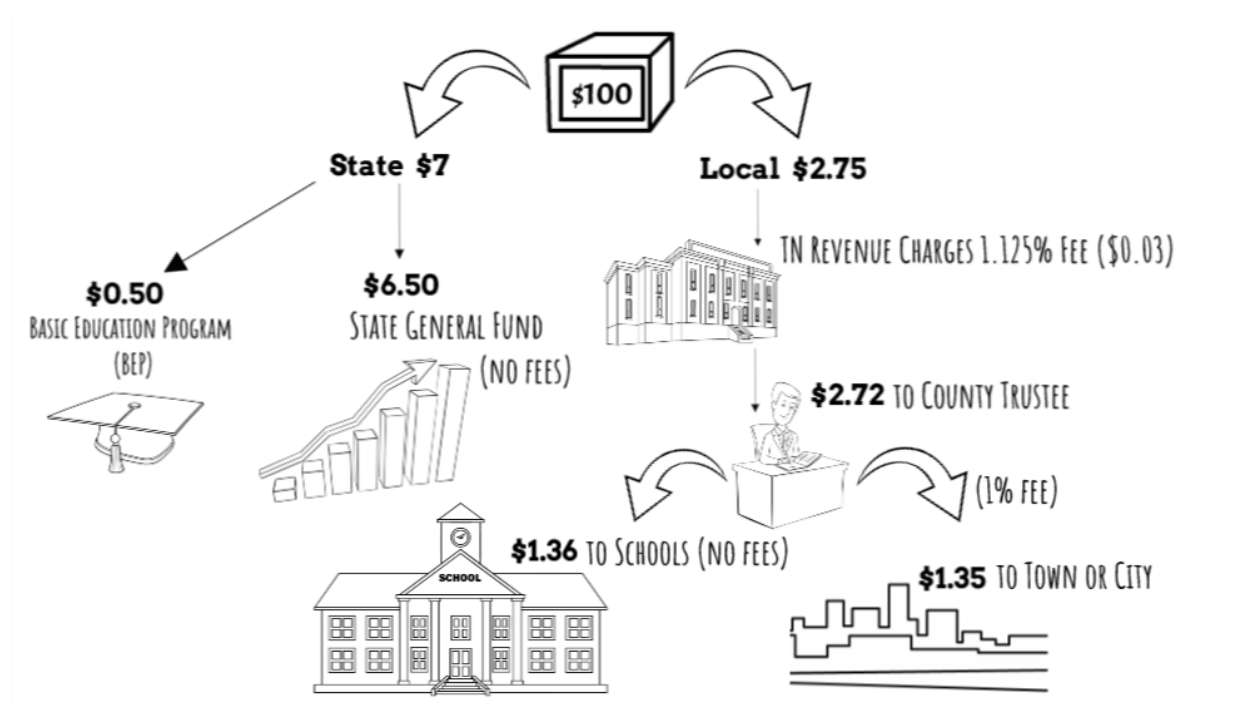
On the following page, one will find a demonstration of the flow of the state and local option sales tax collections from the vendor to its ultimate return to the municipality. In addition, one will find a table that clearly demonstrates the effects of the commissions as well as the redirection of collections to education on municipal sales tax revenues. This chart is based on actual collections data for last fiscal year.

In summary, the chart informs that municipalities collectively generated \$3.4 billion in sales tax collections last year. The state's commission resulted in a reduction of \$41.9 million. The statutory redirection of collections for education resulted in an addition \$1.68 billion reduction in collections. The trustee commission accounted for another \$33.5 million reduction in municipal sales tax collections. Thus, of the roughly \$3.4 billion in local sales tax dollars collectively generated by municipalities last year, municipalities ultimately realized just \$1.64 billion in local sales tax revenues. Or said another way, for every \$100 dollars in municipal sales tax collections generated last year, municipalities realized only \$48.40 in revenues. The remaining \$51.60 of every \$100 in municipal sales tax collections is lost to commissions in addition to funding for education.

The combined effect of the state's commission and the trustee's commission effectively reduces the maximum allowable municipal sales tax rate. When the redirection of municipal sales tax collections to education is added to the effect of the commissions, the maximum allowable municipal sales tax rate is effectively reduced to 1.35%. The effective rate would be lower for the 115 cities with a local option sales tax rate below the maximum rate of 2.75%.

Example: \$100 sale is made. The state's 7% rate and a maximum Local Option Sales Tax rate of 2.75% is applied. The chart below demonstrates the flow of sales tax revenues.

Notably, the Local Option Sales Tax is subject to two fees: a commission by TN Revenue and a 1% fee by the County Trustee.



The table below shows the impact of the two fees on Local Option Sales Tax revenues:

	Dollar Amount	
Purchase Price.....	\$	100.00
State Sales Tax @ 7%.....	\$	7.00 7.000%
Local Option Sales Tax @ 2.75%.....	\$	2.75 2.750%
LESS Revenue Administration Fee (1.125%)..	\$	(0.03) 1.125%
Total Distribution.....	\$	2.72
1st Half - Dedicated to Schools.....	\$	1.36
County Trustee Fee (0%).....	\$	- 0.000%
Total To Schools.....	\$	1.36
2nd Half - Sent to Municipality by Situs.....	\$	1.36
County Trustee Fee (1% on SST).....	\$	(0.01) 1.000%
Total To Municipality.....	\$	1.35

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BREAKDOWN OF MUNICIPAL POPULATIONS

Tennessee has 345 incorporated cities and towns.

- According to the most recent certified population updates, Tennessee's 4.2 million municipal residents comprise 61% of the state's total population.
- 313 of Tennessee's municipalities have a population of less than 20,000.
- 7 out of 10 municipalities in Tennessee have a population of less than 5,000.

Population Range	# of Municipalities within Range	Total Population	% of Municipalities within Range
100,000 and above	6	2,013,881	1.7%
50,000 – 99,999	9	552,085	2.6%
20,000 – 49,999	17	581,920	4.9%
10,000 – 19,999	30	392,948	8.7%
5,000 – 9,999	42	286,502	12.2%
0 – 4,999	241	357,285	69.8%
Total	345	4,184,621	

SB1356 (Powers) / HB1424 (Hicks, G)

Background

In 2002, during difficult budget times, the state doubled the amount of the purchase price of an individual sale item that is subject to the combined state and local option sales tax (9.75%) from \$1,600 to \$3,200. In addition, the state altered the distribution of the associated sales tax collections.

Under the altered arrangement, the state receives its full 7% levy and local government continues to receive its local levy on the first \$1,600 of the purchase price of an item. However, the state retains 100 percent of its 7% levy as well as 100 percent of the levy that is customarily reserved for local government (2.75%) on the sale of items with a purchase price above \$1,600.

Problem

For 50 years, the state continued the sharing relationship first established in 1947, by returning 4.6% of the state's total annual sales tax revenues to cities. But that changed in the early 2000's, when the state elected to address its budget shortfall by altering this relationship; thereby, retaining more sales tax revenues for itself.

Twenty years later, the state is enjoying fiscal prosperity and the threat of a fiscal crisis is a distant memory. Yet, this austerity measure remains in place. Precluding cities from sharing in this rate increase has reduced the effective share of the sales tax revenues provided cities from 4.6% to 3.6% of total state sales tax revenues. If one were to isolate only the effects of the state's decision to keep 100% of the revenues associated with the increase in the state's sales tax rate from 6% to 7%, then one would find that cities have been denied \$913 million in shared revenues since its adoption.

Remedy

Reverse this 20-year old measure to provide needed revenues for cities, counties and school systems. The returned revenue would provide relief to local taxpayers and assist local governments to meet increasing demand for services, to continue to provide an environment that has enabled existing business and industry to succeed, to continue to promote economic expansion, and to continue to afford residents a high quality of life.



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ALLOW LOCAL GOVERNMENTS TO RECEIVE LOCAL SHARE OF LOCAL SALES TAX LEVIED ON ALL PURCHASES BETWEEN \$1,600 - \$3,200 (EXPLANATION WITH GRAPHICS)

Single Article Cap

The Sales Tax in Tennessee has two main components: a state rate of 7% and a “Local Option Sales Tax” rate between 1.5% and a maximum of 2.75%. Local governments in Tennessee (municipalities and counties) are authorized to adopt a Local Option Sales Tax rate between 2 and 2.75%. The Local Option Sales Tax was created to fund local governments’ activities and operations as well as supplement local educational budgets. Although collected simultaneously, Local Option Sales Tax revenues are treated differently than revenues collected under the 7% sales tax levied by the state.

Under Tennessee law, there is a statutory limit on the amount of the sales price of any single item that is subject to the Local Option Sales Tax. This limit is called the “Single Article Cap.” The Single Article Cap does not apply to the state’s sales tax. The state’s full 7% sales tax rate applies to the full sales price of all items, without limits.

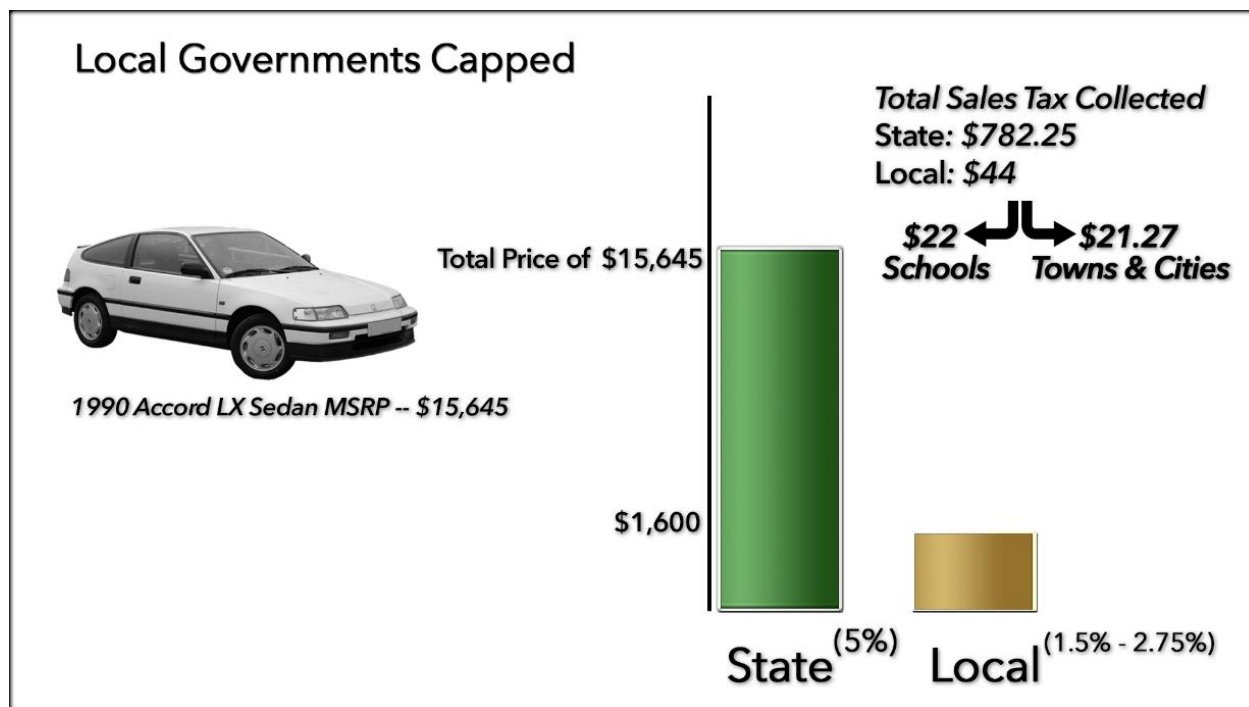
Sales Tax Grows with Inflation

Tennessee’s reliance on the sales tax as the primary source of funding government has many advantages, including an ability to grow with inflation: as the price of goods increases more sales tax revenue is collected proportionally. This allows revenues to keep up with the cost of providing services. Just as you are paying more each year for a gallon of milk at the store, the cost to your local government to pave that pothole on main street also increases year to year.

This is true for the state as the Single Article Cap doesn’t apply to the 7% levied statewide. However, for local governments and the levy of the Local Option Sales Tax, the Single Article Cap inhibits local governments’ ability to grow with inflation for all purchases of items above the cap – thereby largely negating one of the primary benefits of sales tax to local governments.

Examples

In 1990, the Single Article Cap on Local Option Sales Tax was raised by the state to \$1,600. Thus, when a sale occurred in Tennessee the rate the local sales tax was levied at the locally-adopted rate but applied only to the first \$1,600 of any single item purchased. When one purchased a more expensive item, like a car, the state levied its 5% (1990 state rate) sales tax on the full sale price of the car, but the Local Option Sales Tax would have been applied only to the first \$1,600 of the cost of the car.



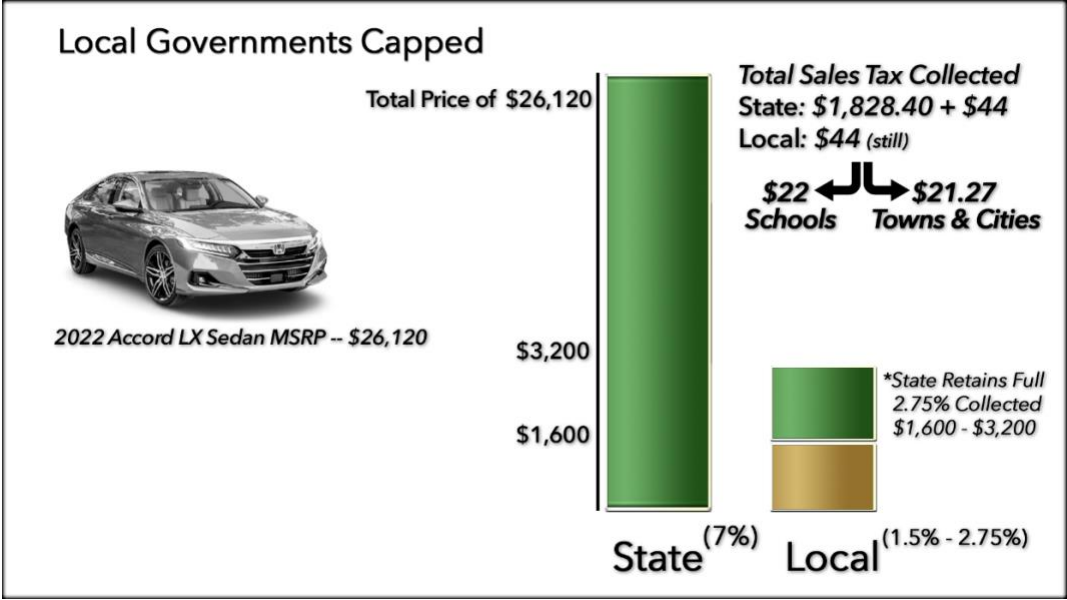
In the image above the state receives sales tax revenues on the full sale price of \$15,645 at its rate of 5% (1990 state sales tax rate), and \$782.25 in revenue is collected for the state's General Fund. As the statutory Single Article Cap limits the amount of sales price that is subject to the Local Option Sales Tax, then the maximum local revenue that could be generated from a sale is capped at \$44 (2.75% of \$1,600). That \$44 would have been divided into two equal shares with half distributed to the local school system and the remaining half to either the city, town or county in which the sale occurred. As such, local schools would have derived the benefit of \$22 of the \$44 in Local Option Sales Tax revenues on an item with a purchase price of \$1,600, but because of a fee taken out by the Tennessee Department of Revenue and a second fee taken by the County Trustee, only \$21.27 in local revenue would have been returned to the town, city, or county where the item was purchased to fund governmental expenses.

In 2002, the Single Article Cap on Local Option Sales Tax was raised by the state from \$1,600 to \$3,200. In addition, the state claimed all new Local Option Sales Tax revenues associated with the levy on items with a purchase price between \$1,600 and \$3,200. This 2002 change, which altered the historic relationship between the state and local government, was made in response to an impending budget crisis and out of a desire to avoid the imposition of a state income tax.

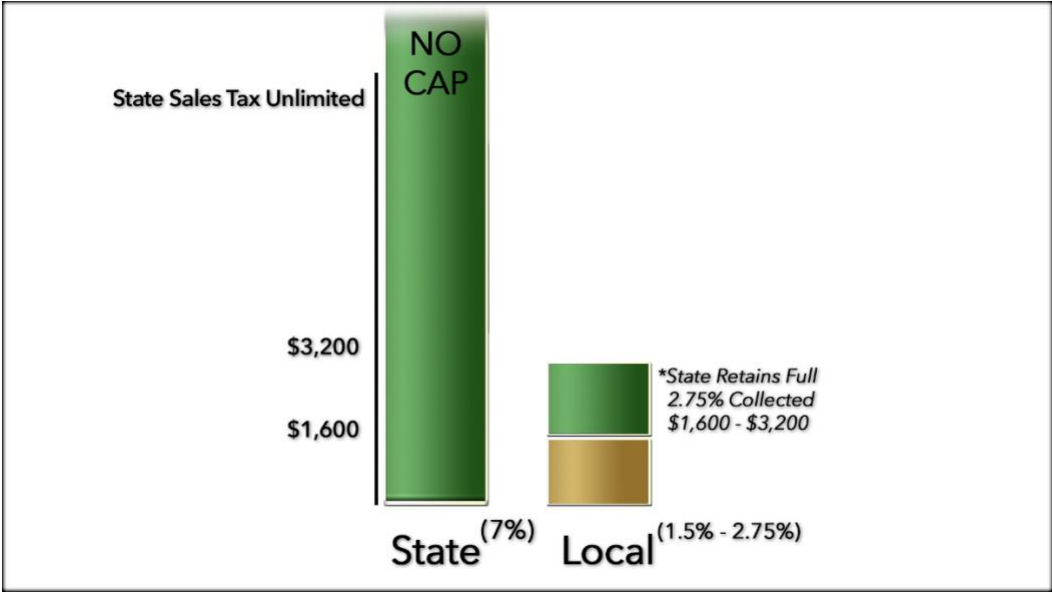
For 20 years the Local Option Sales Tax rate has applied only to the first \$3,200 of any single item purchased. Today, when someone purchases an expensive item, like a car, the state receives 7% (current state sales tax rate) of the full sale price in sales tax revenue. The local sales tax is applied only to the first \$3,200 of the cost of the car. Although the Local Option Sales Tax is levied on the first \$3,200 of cost of the car, the local community in which the car was purchased only derives the benefit of the local levy on the first \$1,600. The state, on the other hand, derives all of its levy (7%) as well as all of the local sales tax revenues on the second half of the car purchase (\$1,600-\$3,200).

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In the image above the state receives sales tax revenues on the full sale price of \$26,120 at its rate of 7% (2022 rate, \$1,828.40). Local governments still receive sales tax revenues associated with their local levy on the first \$1,600 of the sale price, a maximum potential revenue of \$44 – half (\$22) of which is distributed to the local school system. But the state also receives all local sales tax revenues associated with the levy on the purchase price in excess of \$1,600 and the current cap of \$3,200 (\$44) – which is not shared with local school system. Despite having increased amount of the sale price of an item that is subject to the Local Option Sales Tax from \$1,600 to \$3,200 in 2002, the accompanying change in the historical relationship has effectively frozen the maximum local sales tax revenue that may be realized under the Local Option Sales Tax at \$44 since 1990. Remember, that \$44 is still shared with local schools and is subject to two fees which further reduces the amount of sales tax revenues local governments ultimately receive.



In the image above the state has no cap, and the state's 7% sales tax rate is collected on the full value of any single item purchased in the state. As the price of cars, boats, appliances, furniture, and all other items increases the state captures sales tax revenues in parallel with inflation. The state also captures up to an additional \$44 of Local Option Sales Tax revenue on those items between \$1,600 and \$3,200 when applicable. Local governments' sales tax levy remains capped at the same \$1,600 set in 1990.

The Single Article Cap prevents the Local Option Sales Tax revenues from growing in a manner that corresponds with inflation. **In the image below**, revisiting our previous examples, the amount of sales tax revenue the state collects has increased as the price of the car has increased significantly over 32 years. However, the maximum potential sales tax any local government may realize from any single purchase has been capped at the same \$44 for 32 years.

Local Governments Capped



1990 Accord LX Sedan MSRP -- \$15,645

State Sales Tax Grows with Inflation
Local Option Sales Tax Doesn't with Cap

1990
Total Sales Tax Collected
State: \$782.25
Local: \$44



2022 Accord LX Sedan MSRP -- \$26,120

2022
Total Sales Tax Collected
State: \$1,828.40 + \$44
Local: \$44 (still)

RESTORE RETURN RELIEF

OUTREACH CAMPAIGN - A CALL TO ACTION

Restore, Return, Relief is a public education campaign designed to build awareness and support for the Tennessee Municipal League's legislative initiative to return essential revenues to Tennessee municipalities and the citizens they serve. Involvement from our members play a significant role in this endeavor. A statewide, grassroots effort gives cities strength in numbers and one voice with the legislature.

What Can You Do?

Implore State Officials. Meet with state legislators and seek their commitment to cosponsor and pass these bills that help all of Tennessee's cities and town. Use the revenue gain estimates found in the sheets below to explain to your legislators what this recurring revenue means for your community and their constituents. Push back against the suggestion that recent federal spending on infrastructure and COVID relief compare to the growth of recurring sales tax revenues staying local for years to come. **Report back to TML your contacts with legislators and provide feedback on those discussions.**

Tell Your Story As Only You Can

What would restoration, return and relief mean to your community?

- Relate your own budget situation – challenges, pressures, inadequacies
- Relate how you've used state grants and benefit to city
- Relate how you plan to use federal funds and anticipated benefit to city
- Relate how recurring revenues will allow you to respond to budgetary challenges, pressures and inadequacies that you couldn't do with one-time funds. Give specific examples.

Engage Your Local Media Outlets. Speak to editorial boards. Submit letters to the editor. Draft a guest column. Invite local newspaper and television to cover presentation at regularly scheduled meeting of the governing body. Host luncheon for local media and make presentation being certain to highlight local impact and benefits.

Enlist Your Community. Meet with local business leaders and merchants. Deliver presentation to local civic groups and organizations. Distribute materials to local social media outlets and websites hosted or utilized by local civic groups and organizations. Post materials on municipal websites. Post to social media chat rooms and twitter communities followed by local residents. Use online forums and message boards.

Some suggested community groups include: local chambers, Rotary, Kiwanis, Optimist, Lions, Homeowner's Associations, Historical Associations, Book Clubs and Garden Clubs.

State Shared Sales Tax & Single Article Cap

RESTORE RETURN RELIEF**Sample Press Release****City officials join call for return of sales tax funds**

[Your city or town], Tenn. --- [Your city council or board] is joining with others cities across the state in a movement to urge state lawmakers to pass legislation that would return sales tax dollars to all cities and towns, easing the pressures on the local property tax and providing meaningful tax relief for most Tennesseans.

If adopted by Gov. Bill Lee and the Tennessee General Assembly, this legislation returns millions in locally-generated sales tax revenues, which will have a dramatic financial impact on the cities in (_____) County by assisting with the ever-increasing cost of providing essential services to our citizens and maintaining vital infrastructure that affords residents a high quality of life.

In 2002 to address a serious budget crisis, the state of Tennessee altered its 55-year revenue-sharing relationship with local municipalities by increasing the sales tax rate to 7% from 6%, but keeping all the new revenue collected for the state's general fund. Additionally, the state capped the local government portion on single item sales and retained the state's 7% levy as well as the local option tax (2.75%) on purchases between \$1,600 and \$3,200.

In the 20 years since these two "temporary" provisions took effect, the state of Tennessee's dynamic economic and fiscal policies has erased the conditions that led to these austerity measures, allowing the state to amass an estimated \$2.75 to \$3.3 Billion in unobligated recurring revenues.

"These moves," said [Mayor of your city or town], "were enacted as an austerity measure to address a temporary state budget shortfall. Yet the measure was left in place, and the result over two decades has been the diversion of almost \$2 billion away from local municipalities."

RESTORE RETURN RELIEF

Tennessee Municipal League -- 226 Anne Dallas Dudley Blvd., STE 710, Nashville, TN 37219

Tennessee's city officials say that propping up the state's emergency stopgaps long after the need has long passed is not in the best interest of city residents. They explain that this places an increased burden on cities to raise revenue for their own operations and needs through property taxes and therefore forces city residents to shoulder a greater share of the burden for the funding necessary for their own towns and cities.

"Each dollar of shared revenues returned to a community is a dollar less in local taxes that municipal taxpayers must pay," said [city mayor]. "The legislation will mean (enter amount for your city) that will be shared based on population."

City officials across the state are seeking the revenue-sharing relationship between state and local government to be applied to 100% of sales tax revenue that flows into the state general fund. The restoration of this important revenue to local taxpayers would allow residents to see direct benefits from increased investments in infrastructure, essential services, economic expansion and afford the quality of life that has allowed this state to prosper.

Mayors are encouraging constituents to contact their respective legislators and ask them to support Senate Bill 462 (Briggs) / House Bill 1187 (Garrett), and Senate Bill 1356 (Powers) / House Bill 1424 (Hicks, G).

For example, passage of this legislation will have this immediate impact on our local communities:

(Bullet all of the towns and cities that are covered in the media market from the list created by TML)

State Shared Sales Tax & Single Article Cap

RESTORE RETURN RELIEF

Dear Editor –

I am writing to voice my support for two legislative initiatives that if passed by the Tennessee General Assembly will return millions of dollars in sales tax revenues to all cities and towns, easing the pressures on the local property tax.

The return of a larger share of locally-generated sales tax revenues would assist municipalities with the ever-increasing costs of providing essential services; make our communities desirable places to live, work and raise our families; and promote an environment that attracts, nurtures and supports businesses.

Cities are the economic engines of the state. On average, about 90 % of the sales tax revenues collected by the state are generated within city limits. And with no income tax, the sales tax is the No. 1 source of revenue the state of Tennessee uses to balance its budget and to fund essential programs and services.

Local, municipal taxes – primarily the property tax -- pay for essential services such as police, fire, streets, water and sewers, schools, parks, libraries and other services and amenities. Each dollar of shared revenue returned to the community is a dollar less in local taxes that municipal taxpayers must provide to keep the State's economic engines producing.

The State recognized the significant role cities play as economic engines and since 1947, cities have received a portion of the state sales tax to offset the local tax burden borne by city residents.

In 2002 to address a serious budget crisis, the state of Tennessee altered its 55-year revenue-sharing relationship with local municipalities by increasing the sales tax rate to 7% from 6%, but keeping all the new revenue collected for the state's general fund. Additionally, the state capped the local government portion on single item sales and retained the state's 7% levy as well as the local option tax (2.75%) on purchases between \$1,600 and \$3,200.

RESTORE RETURN RELIEF

Tennessee Municipal League -- 226 Anne Dallas Dudley Blvd., STE 710, Nashville, TN 37219

In the 20 years since these austere measures were enacted, nearly \$2 billion in additional sales tax collections have been realized by the state -- \$2 billion that would have benefitted local taxpayers had the historical relationship not been altered in 2002.

The leaders of our state have managed the budget with great care and vision to create eight consecutive years of surplus of recurring revenues. The state has an estimated \$2.75 to \$3.3 Billion in unobligated recurring revenues, amassing a significant budget surplus. The conditions which led to those severe measures in 2002 have long passed -- yet, the measures still remain in place.

City mayors, council members, and commissioners across the state are calling on Gov. Lee and members of the Tennessee General Assembly to reverse these 20-year austere measures and to once again allow local governments to share in 100% of the state sales tax revenues that flows into the state's general fund and to allow local governments to realize 100% of the local share of sales tax revenues generated by the 2002 increase in the single article cap.

The delivery of city services and the quality of life for Tennessee residents are directly linked to adequate funding. If the state returned to sharing all of the sales tax revenue, it would provide relief to local taxpayers, allow local governments to meet funding demands that are necessary to maintain vital infrastructure, provide essential services to our citizens, fuel economic expansion, and afford the quality of life that has allowed this state to prosper.

There has never been a better time fiscally to return the share of funding to the communities that help make this state great. If not now, when?

RESTORE RETURN RELIEF

Tennessee Municipal League -- 226 Anne Dallas Dudley Blvd., STE 710, Nashville, TN 37219

RESTORE RETURN RELIEF

Resolution No. _____

A RESOLUTION TO SUPPORT RESTORING THE HISTORIC REVENUE SHARING RELATIONSHIP BETWEEN THE STATE OF TENNESSEE AND ITS LOCAL GOVERNMENTS AND TO RETURN THE LOCAL SHARE OF THE SINGLE ARTICLE CAP TO LOCAL GOVERNMENTS

WHEREAS, Tennessee's municipal communities are the economic engine of the state and today 92% of the state's total sales tax collections are generated within municipal boundaries; and,

WHEREAS, such economic growth is intentional and when it occurs, it is financed largely through city taxes for police, fire, streets, water and sewer, schools, parks, libraries and other amenities that attract and retain businesses and make Tennessee's communities desirable places for people to raise a family, start a business, and visit; and,

WHEREAS, in 1947, the state began sharing 4.6% of each year's total state sales tax collections with cities for the purposes of recognizing the collective contribution of cities as the state's economic engine; thereby acknowledging that city residents incur a local tax burden that is directly attributable to financing, developing, and maintaining an economic environment that continues to generate a healthy portion of the sales tax revenue accruing to the state; and,

WHEREAS, when confronting serious fiscal challenges in 2002, the state of Tennessee increased the state sales tax rate from 6% to 7%; and,

WHEREAS, the state chose not to share a portion of the sales tax revenues generated by the increase from 6% to 7% with Tennessee municipalities; and,

WHEREAS, as a result of this change the state broke a 55-year relationship of sharing 4.6% of all sales tax revenue designated for the state's general fund with municipalities; and,

WHEREAS, at the same time in 2002, the state also doubled from \$1,600 to \$3,200 the amount of the purchase price any single item that is subject to a combined state and local option sales tax of 9.75%; and

WHEREAS, in addition to the single article cap increase from \$1,600 to \$3,200, the state also captured and continues to capture 100% of the state's 7% levy as well as the 2.75% portion of the sales tax levy that is customarily reserved for local government on the added sale of items with a purchase price above \$1,600; and

WHEREAS, in the 20 years since these provisions took effect, these two changes have combined to result in the state realizing nearly \$2 billion in additional sales tax collections -- \$2 billion that would have benefitted local taxpayers had the historic revenue sharing relationship and single article cap not been altered in 2002; and,

WHEREAS, in the 20 years since these provisions took effect, Tennessee's state leaders have managed the budget with great care and a strong fiscally conservative approach to create a dynamic and growing economy with eight consecutive years of surplus revenues; and,

WHEREAS, in the 20 years since these provisions took effect, the State of Tennessee's sustained economic and fiscal performance have erased the conditions which led to these austerity measures in 2002; and,

WHEREAS, there is expected to be a surplus of recurring revenues produced by the economic engines of our state and managed by its leaders; and,

WHEREAS, as a result of the accolades bestowed upon the state for its economic success, its fiscally conservative policies and strong leadership, the state has garnered an enviable reputation as the state in which to live, work and play; and,

WHEREAS, a consequence of this reputation has led to continued and substantial economic growth and an increase and realignment of the state's population, thereby increasing the fiscal pressures on municipal governments to meet demands to expand and maintain infrastructure, to deliver essential services, to provide the amenities that allow for continued quality of life for Tennessee's citizens, and to promote an economic environment that allows Tennessee's businesses and communities to prosper; and,

WHEREAS, these fiscal pressures create the need for recurring dollars to keep pace with this demand and to counteract the effects of inflation; and,

WHEREAS, correcting the provisions which took effect in 2002 will help to offset these fiscal pressures and to provide relief to local taxpayers shouldering the burden of meeting this demand which is associated with generating the sales tax revenues accruing to the state;

NOW THEREFORE BE IT RESOLVED that the __[Board/Commission/Council]__ of the __[City/Town]__ of __[city/town]__, on behalf of its residents, formally supports the restoration of the historic revenue sharing relationship of recurring state shared sales taxes in order for cities to once again receive 4.6% of all state general fund sales tax revenue. The __[Board/Commission/Council]__ also formally supports the state allowing local governments to receive the local share of sales tax revenues realized by increasing the single article cap in 2002 to collect on items with a purchase price between \$1,600 and \$3,200.

Date

Date

Mayor

Recorder

RESTORE RETURN RELIEF

Tennessee Municipal League -- 226 Anne Dallas Dudley Blvd., STE 710, Nashville, TN 37219

RESTORE RETURN RELIEF

2022 MAYORS' LETTER

On April 19, 2022, TML delivered a letter on behalf of Tennessee's towns and cities, signed by 237 mayors, to Governor Bill Lee, Lieutenant Governor Randy McNally, and House Speaker Cameron Sexton.

The letter and signatures follow on the next page.



April 19, 2022

Honorable Bill Lee
Governor of the State of Tennessee
State Capitol, 1st Floor
600 Dr. Martin L. King, Jr. Blvd
Nashville, TN 37243

Dear Governor Lee,

We are writing to voice our support for two legislative measures intended to restore the historical revenue sharing relationship between the State and Local Governments that was altered in 2002 so that the state could address a significant state budget shortfall and avoid impending fiscal crisis.

Tennessee's municipal communities are the economic engine of the state, producing about 90% of the state's total sales tax collections each year. Such economic growth is intentional and when it occurs, it is financed largely through city taxes for police, fire, streets, water and sewer, schools, parks, libraries and other amenities that attract and retain businesses and make Tennessee's communities desirable places for people to raise a family, start a business, and visit. The State recognized this fact, and since 1947, cities have received a portion of the state sales tax to offset the local tax burden borne by city residents that is associated with promoting economic activity and generating state sales tax revenues. This relationship was altered in 2002 when the state increased the state sales tax rate from 6% to 7% and designated all resulting revenues to the State's general fund rather than continuing the historical sharing with municipalities.

In 2002, the relationship was also altered when the state increased the single article cap from \$1,600 to \$3,200 and elected to retain not only the full 7% state levy on purchases between \$1,600 and \$3,200 but also the amount historically reserved for the local option tax (2.75%) for an effective tax rate of 9.75%. As a consequence these revenues add to the state general fund rather than benefitting the local schools and communities where they are created.

In the 20 years since, nearly \$2 billion in additional sales tax collections have been realized by the state -- \$2 billion that would have benefitted local taxpayers had the historical relationship not been altered in 2002. Additionally, since 2012, the Tennessee General Assembly has enacted measures that have reduced local government revenues by more than \$100 million. Plus, the rising costs of local government expenditures continue to put pressures on our ability to respond to public safety needs, road paving projects, and other basic city services.

The leaders of our state have managed the budget with great care and vision to create eight consecutive years of surplus revenues and now also a surplus of recurring revenue. The

conditions which led to those austerity measures in 2002 have passed long ago -- yet, they still remain in place. The strong fiscal position of our state makes now the right time to act.

As local mayors, we fear the legislature will miss this opportunity to restore the revenue sharing relationship and make our communities stronger.

There is one thing that is consistent among all 345 cities – the costs associated with the provision of services and amenities and the maintenance of infrastructure increase each year. The returned revenue would provide relief to local taxpayers, allow local governments to meet funding demands that are necessary to maintain vital infrastructure, provide essential services to our citizens, fuel economic expansion, and afford the quality of life that has allowed this state to prosper.

We urge the General Assembly to pass legislation to restore the historic revenue sharing relationship with local governments by fully sharing state shared revenues from the General Fund, and by allowing local governments to receive the local share of sales tax collected between \$1,600 - \$3,200.

Letters have also been sent to Lt. Gov. Randy McNally and House Speaker Cameron Sexton.



Dr. Ken Moore
TML President, Mayor of Franklin

TENNESSEE MUNICIPAL AND METROPOLITAN MAYORS

Adams	Robert Evans	Belle Meade	Rusty Moore
Adamsville	David Leckner	Bells	Eric Jordan
Alamo	John Avery Emison	Benton	Joe Jenkins
Alcoa	Odis C. Abbott, Jr.	Berry Hill	Greg Mabey
Alexandria	Bennett Armstrong	Bethel Springs	Gary Bizzell jr
Algood	Lisa Chapman-Fowler	Bluff City	Richard Bowling
Allardt	Patricia Clark	Bolivar	Julian McTizic
Ardmore	Mike Magnusson	Braden	Chester Cocke
Arlington	Mike Wissman	Bradford	Dwayne Reynolds
Ashland City	Steve Allen	Brentwood	Rhea Little III
Athens	Bo Perkinson	Brighton	Stephane Chapman-
Atoka	W. Daryl Walker	Bristol	Washam
Atwood	James Halford	Brownsville	Mahlon Luttrell
Baileyton	William K Kerr	Bruceton	William D. Rawls
Bartlett	A. Keith McDonald	Burns	Robert T. Keeton III
Bean Station	Ben Waller	Calhoun	Landon Mathis
Bell Buckle	Ronnie Lokey		Evan Thomas

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Camden	Roger Pafford	Gadsden	Randall Smith
Celina	Luke Collins	Gainesboro	Lloyd Williams
Centertown	Joel Akers	Gallatin	Paige Brown
Chattanooga	Tim Kelly	Garland	Kelley Gray
Clarksburg	Howell Todd	Gatlinburg	Mike Werner
Clarksville	Joe Pitts	Germantown	Mike Palazzolo
Cleveland	Kevin Brooks	Gilt Edge	Steve Fletcher
Clifton	Mark Staggs	Gleason	Charles Anderson
Clinton	Scott Burton	Goodlettsville	Rusty Tinnin
Collegedale	Katie Lamb	Gordonsville	John Potts
Collierville	Stan Joyner	Graysville	Charles Kaylor
Collinwood	James Glenn Brown	Greenback	Dewayne Birchfield
Columbia	Chaz Molder	Greeneville	W.T. Daniels
Cookeville	Ricky Shelton	Greenfield	Cindy McAdams
Coopertown	Becca Werner	Halls	Eugene Pugh
Copperhill	Kathy Stewart	Harrogate	Linda Fultz
Cottage Grove	Gary McCaig	Hartsville/Trousdale	
Covington	Justin Hanson	County	Stephen Chambers
Cross Plains	Barry Faulkner	Henderson	Robert King
Crump	Ricky Tuberville	Hendersonville	Jamie Clary
Cumberland Gap	Neal Pucciarelli	Henry	Dustin Odom
Dandridge	George Gantte	Hornbeak	Betty Walley
Decatur	Jeremy Bivens	Humboldt	Marvin Sikes
Decherd	Michael Gillespie	Huntingdon	Dale Kelley
Dickson	Don Weiss Jr.	Jackson	Scott Conger
Ducktown	Douglas Collins	Jasper	Jason Turner
Dyer	Ray Carroll	Jefferson City	Mitch Cain
Dyersburg	John Holden	Jellico	Dwight Osborn
East Ridge	Brian Williams	Jonesborough	Chuck Vest
Eastview	Elvis Butler	Kenton	Danny C Jowers
Elizabethton	Curt Alexander	Kingsport	Patrick Shull
Elkton	Jimmy Dean Caldwell	Kingston	Timothy Neal
Englewood	Tony R. Hawn	Kingston Springs	Francis Gross
Enville	Melinda Johnston	Knoxville	Indya Kincannon
Erin	Paul Bailey	La Grange	Earl Smith
Erwin	Glenn White	La Vergne	Jason Cole
Etowah	Edward B. Garwood	Lafayette	Jerry Wilmore
Fairview	Debby Rainey	LaFollette	Phillip Farmer
Farragut	Ron Williams	Lakeland	Mike Cunningham
Finger	Robert Heathcock	Lakesite	David Howell
Franklin	Ken Moore	Lawrenceburg	Blake Lay
Friendship	Casey Burnett	Lebanon	Rick Bell
Friendsville	Andrew Lawhorn	Lenoir City	Tony Aikens

Lewisburg	Jim Bingham	Oakland	Mike Brown
Lexington	Jeffrey H. Griggs	Oliver Springs	Omer Cox
Linden	Wess Ward	Oneida	Jack Lay
Livingston	Curtis Hayes	Paris	Carlton Gerrell
Lobelville	Robby Moore	Parkers Crossroads	Kenneth Kizer
Lookout Mountain	Walker Jones	Parsons	Tim David Boaz
Loretto	Jesse Turner	Philadelphia	Damian Crawford
Loudon	Jeff Harris	Pigeon Forge	David Wear
Louisville	Tom Bickers	Pikeville	Philip Cagle
Luttrell	Jerry Lawson	Piperton	Henry Coats
Madisonville	Augusta Davis	Pittman Center	Jerry Huskey
Manchester	Marilyn Howard	Plainview	Gary D. Chandler
Martin	Randy Brundige	Pleasant Hill	Elizabeth Patrick
Maryville	Andy White	Portland	Mike Callis
Mason	Emmitt Gooden	Puryear	David Varner
Maurycy City	Rayce Castellaw	Ramer	George Armstrong
Maynardville	Ty Blakely	Red Bank	Hollie Berry
McKenzie	Jill Holland	Ridgely	Steve Jones
McLemoresville	Phillip Williams	Ridgeside	Kirk Walker
Medina	Vance Coleman	Ridgetop	Tim Shaw
Memphis	Jim Strickland	Ripley	Craig Fitzhugh
Michie	Anthony Smith	Rockwood	Mike Miller
Middleton	Evan Mott	Rocky Top	Timothy Sharp
Milledgeville	Ricky Hollin	Rogersville	Jim Sells
Minor Hill	Tracy Wilburn	Rossville	Judy Watters
Monteagle	Marilyn Rodman	Rutherford	Sandra Simpson
Morrison	Sue Anderson	Rutledge	Fred Sykes
Morristown	Gary Chesney	Saint Joseph	Bubba Carter
Moscow	Brenda Mitchell	Saltillo	Larry Lowery
Mount Pleasant	Bill White	Sardis	J W Creasy
Mt. Juliet	James Maness	Savannah	Bob Shutt
Munford	Dwayne Cole	Selmer	Sherry Inman
Nashville	John Cooper	Sevierville	Robbie Fox
New Market	Danny Whillock	Sharon	Ali Stalter
New Tazewell	Jerry Beeler	Shelbyville	Wallace Cartwright
Newbern	Pam Mabry	Signal Mountain	Charles Poss
Newport	Roland Dykes III	Smithville	Josh Miller
Niota	Lois Preece	Smyrna	Mary Esther Reed
Nolensville	Derek Adams	Sneedville	Wayland Dean Rhea
Normandy	Charles Whitaker	Soddy-Daisy	Rick Nunley
Oak Hill	Dale Grimes	Somerville	Ronnie Neill
Oak Ridge	Warren Gooch	South Fulton	David Lamb

South Pittsburg	Samatha Rector	Troy	James Cruce
Sparta	Jeff Young	Tullahoma	Ray Knowis
Spring City	Woody Evans	Tusculum	Alan Corley
Spring Hill	Jim Hagaman	Unicoi	Kathy Bullen
Springfield	Ann Schneider	Union City	Terry Hailey
Stanton	Allan Sterbinsky	Walden	Lee Davis
Sunbright	Karen Melton	Wartrace	Cindy Drake
Sweetwater	Doyle Lowe	Watauga	Delisa LaFleur
Tazewell	Bill Fannon	Waverly	Buddy Frazier
Tellico Plains	Marilyn Parker	Waynesboro	Chris Bevis
Thompsons Station	Corey Napier	Westmoreland	James Brian Smalling
Three Way	Larry Sanders	White Bluff	Linda Hayes
Tiptonville	Cliff Berry	White House	Farris Bibb
Townsend	Michael Talley	White Pine	Fred Taylor
Trenton	Ricky Jackson	Whiteville	Gene Bowden
Trezevant	Bobby Blaylock	Williston	James Wiles
Trimble	Christy Belonio	Woodland Mills	Joseph Lewis

c: Lt. Gov. Randy McNally
House Speaker Cameron Sexton



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: March 2, 2023

Item Title: Motion to Approve a Real Estate Purchase and Sale Agreement with Noon La Vergne MarketPlace, LLC to Purchase the Stormwater Building Located at 5175 Murfreesboro Road.

Department: City Attorney

Presented By: Evan Cope

Item Attachments:

1. Conceptual Layout
2. Conceptual Layout - Aerial
3. Similar Project in Pell City, AL
4. Pell City Exterior Elevations

Summary:

This is an item to approve a proposed real estate purchase and sale agreement with Noon La Vergne Marketplace, LLC to purchase the current Stormwater Building.

Background Information:

At the September 2021 meeting, the Board approved a Resolution authorizing the Mayor to enter into a contract for the sale and lease of the Stormwater Building located at 5175 Murfreesboro Road. A letter of intent from D7-5, LLC, but that agreement was eventually terminated by the buyer. Since that time, negotiations have occurred between the city and Noon Real Estate for the purchase of this property.

The proposed purchase price from Noon La Vergne Marketplace, LLC is \$925,000. An appraisal that the city completed in September 2021, put the value of that property at \$950,000. If this property is developed for retail as planned, the sales taxes received will more than cover the difference between the purchase price and

the appraised value. As a part of this sale, there will also be a lease agreement so the city offices in that building can remain there until the new public works facility can be built and moved into.

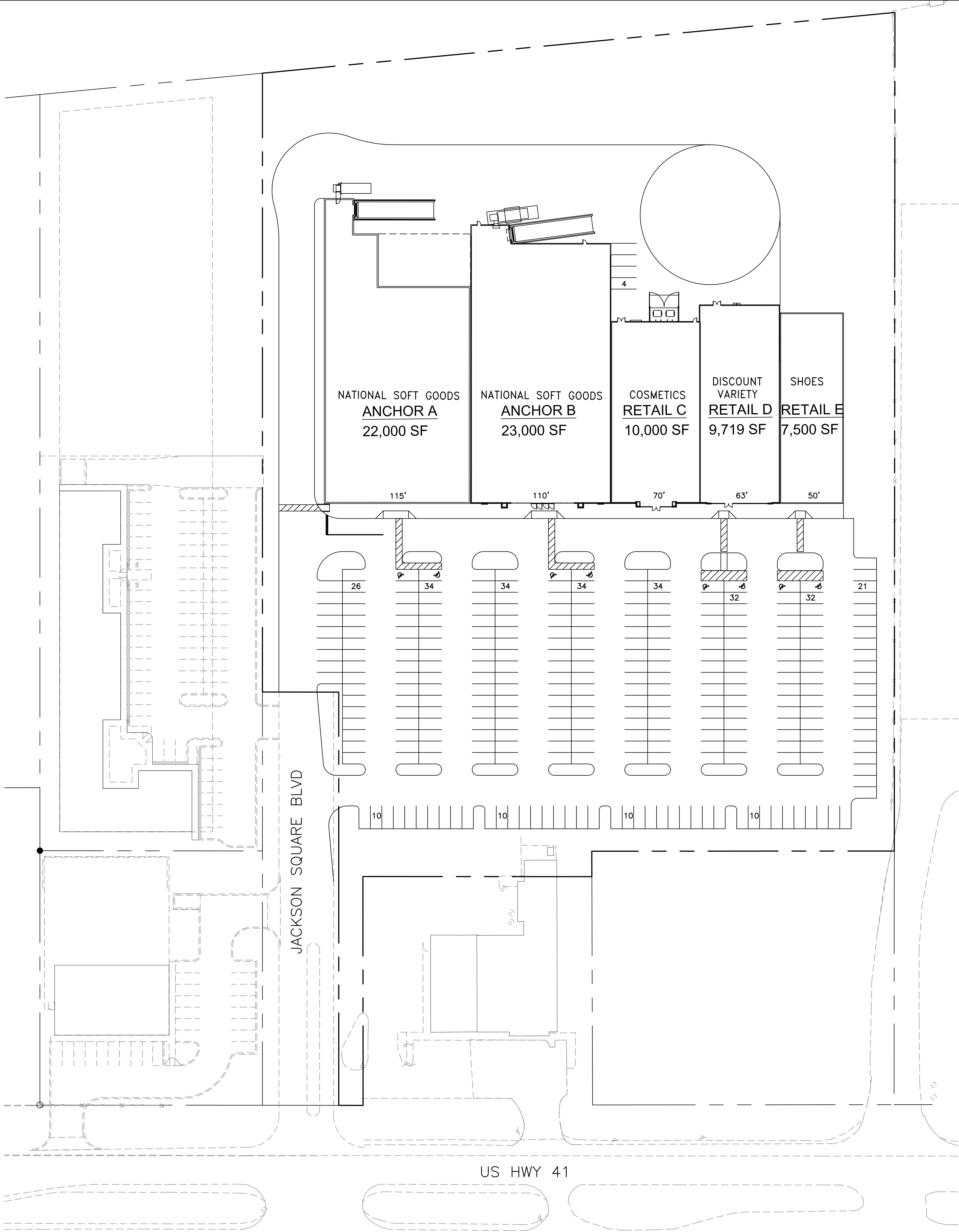
Mr. Cope has been working with the buyer on the purchase contract. At this time, those documents are not complete, but I think we are close and should have them ready before the meeting on Tuesday.

Financial Summary:

The proposed selling price is \$925,000, which would be earmarked to go toward the construction of the new Public Works and Community Development Services Facility.

Staff Recommendation:

Staff recommends approval.



PARKING RATIO			
	BLDG SF (GLA)	# of SPACES	RATIO
ANCHOR A	22,000		
ANCHOR B	23,000		
RETAIL C	10,000		
RETAIL D	9,700		
RETAIL E	7,500		
TOTAL	72,200	291	4.0/1,000 S.F.
PARKING REQUIRED		289	1/250 S.F. RETAIL

CIVIL ENGINEER:

BERRY

ENGINEERS LLC

63 BROAD ST NW
CLEVELAND, TN 37311

TEL: (423) 790-5880

DEVELOPER:

NOON REAL ESTATE LLC
715 MARKET ST
SUITE 203
CHATTANOOGA, TN 37402

PROJECT:

SHOPPING CENTER
JACKSON SQUARE BLVD
LA VERGNE, TN

PRELIMINARY

REVISIONS	
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SHEET NAME:

CONCEPTUAL SITE PLAN

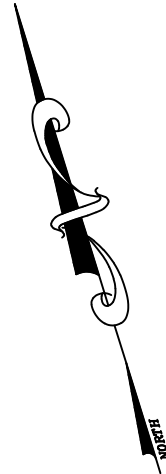
DATE: 02/16/2023

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CHECKED BY: BMB

PROJECT NO.: #####

SHEET NUMBER:
SP-1





PARKING RATIO			
	BLDG SF (G/A)	# of SPACES	RATIO
ANCHOR A	22,000		
ANCHOR B	23,000		
RETAIL C	10,000		
RETAIL D	9,700		
RETAIL E	7,500		
TOTAL	72,200	291	4.0/1,000 S.F.
PARKING REQUIRED		289	1/250 S.F. RETAIL

CIVIL ENGINEER:

BERRY

ENGINEERS LLC

63 BROAD ST NW
CLEVELAND, TN 37311
TEL: (423) 796-5880

DEVELOPER:

NOON REAL ESTATE LLC
715 MARKET ST
SUITE 203
CHATTANOOGA, TN 37402

PROJECT:

SHOPPING CENTER
JACKSON SQUARE BLVD
LA VERGNE, TN

PRELIMINARY

REVISIONS	
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SHEET NAME:

CONCEPTUAL SITE PLAN

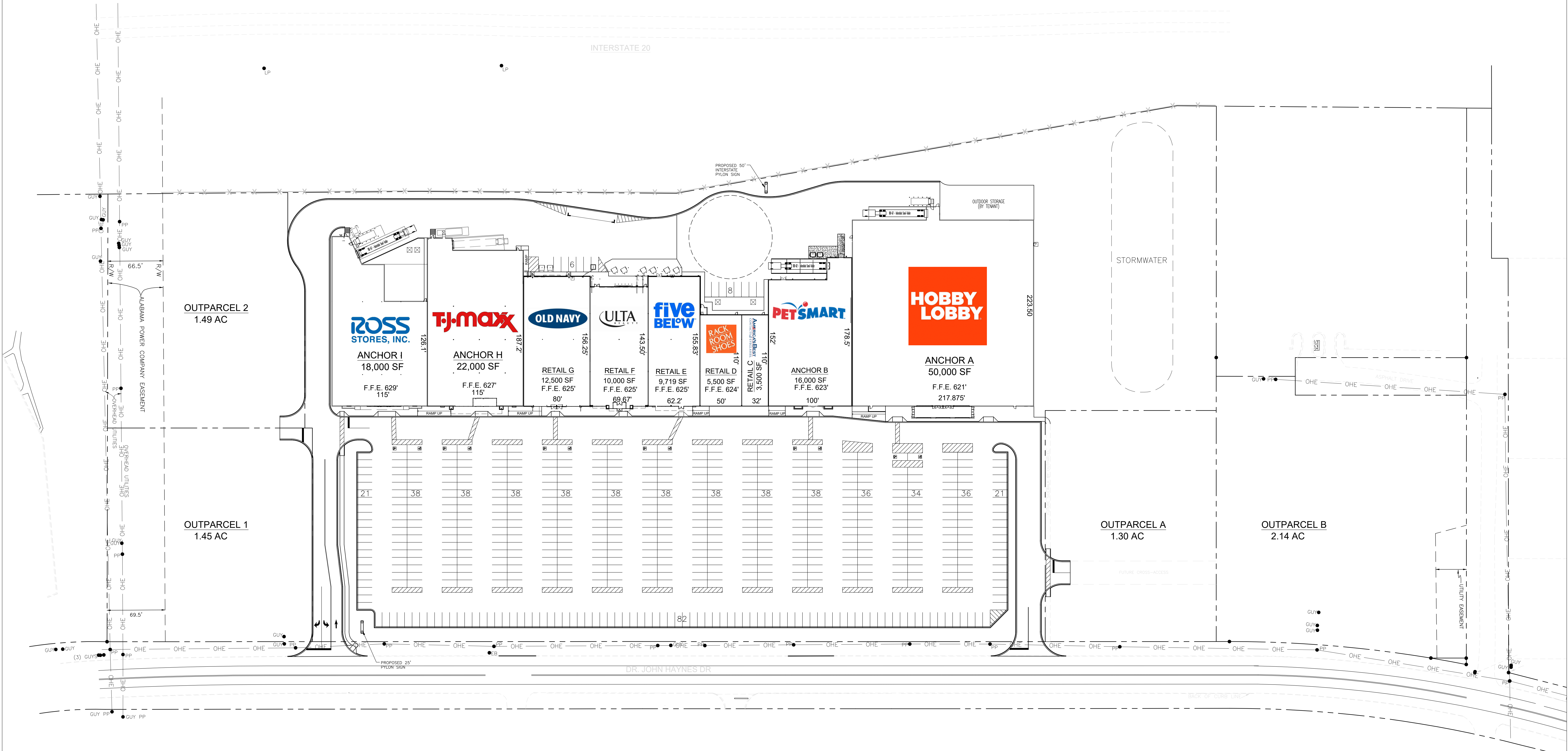
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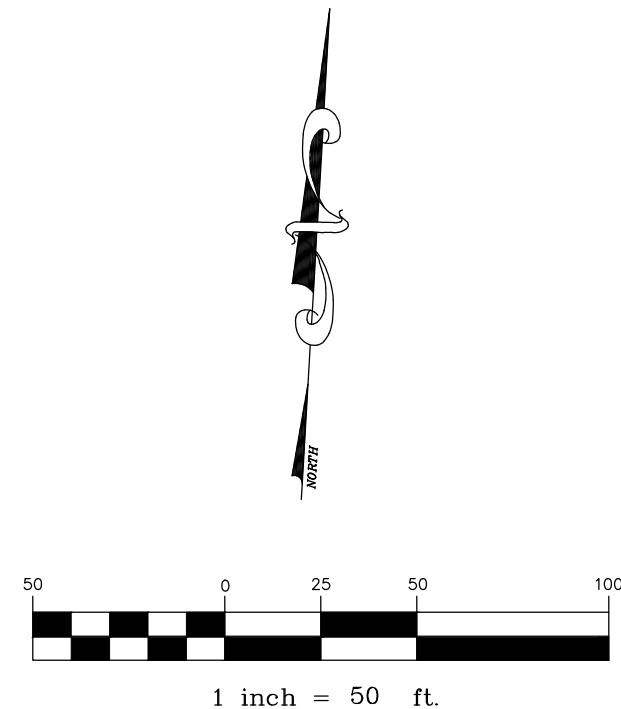
PROJECT NO.: #####

SHEET NUMBER:
SP-1



PARKING RATIO			
	BLDG SF (GLA)	# of SPACES	RATIO
ANCHOR A	50,000		
ANCHOR B	16,000		
RETAIL C	5,500		
RETAIL D	3,500		
RETAIL E	10,000		
RETAIL F	9,719		
RETAIL G	12,500		
ANCHOR H	22,000		
ANCHOR I	18,000		
TOTAL	147,219	588	4.0/1000 GROSS SF

ACREAGE SUMMARY	
in ACRES	
SHOPPING CENTER	+/- 13.00
(INCLUDES STORMWATER AREA)	
OUTPARCEL 1	+/- 1.45
OUTPARCEL 2	+/- 1.49
OUTPARCEL A	+/- 1.30
OUTPARCEL B	+/- 2.14
TOTAL SITE	+/- 19.38



CIVIL ENGINEER:
BERRY
ENGINEERS LLC

ARCHITECT:
ART TECH
RETAIL
ARCHITECTURE
& INTERIORS

DEVELOPER:
NOON REAL ESTATE
CHATTANOOGA, TN 37402

PROJECT:
PROPOSED SHOPPING CENTER
DR. JOHN HAYNES DRIVE
PELL CITY, AL

SITE PLAN

REVISIONS		
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SHEET NAME:
CONCEPTUAL
SITE PLAN CP-03

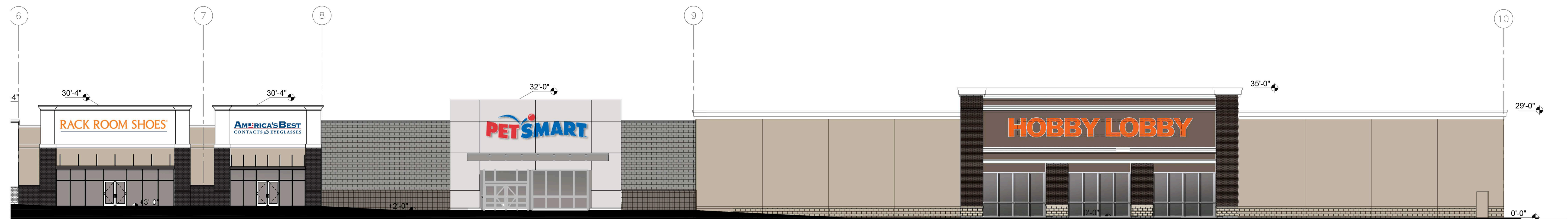
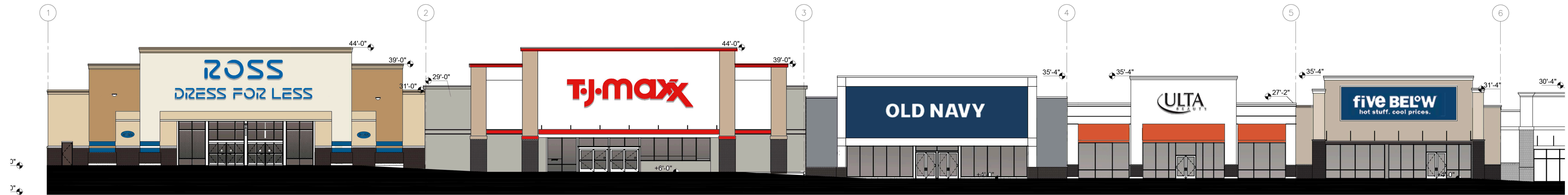
DATE: REV 03/28/2022

DRAWN BY: CMB

CHECKED BY: BMB

PROJECT NO.: 22008

SHEET NUMBER:
EXHIBIT



PROPOSED SHOPPING CENTER

PELL CITY, ALABAMA
EXTERIOR ELEVATIONS - Revised December 15, 2022



ART TECH



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: March 2, 2023

Item Title: Motion to Authorize the Mayor to Approve and Execute an Agreement with Ralph Anderson and Associates for Recruitment Services for the Police Chief Position.

Department: Human Resources

Presented By: Andrew Patton

Item Attachments: None

Summary:

This is an agreement to hire a search firm to recruit a new Police Chief for the City.

Background Information:

Staff received professional services proposals from five national search firms. One of the firms withdrew their proposal due to them not having anyone available right now to conduct a search. The Mayor, City Administrator, Assistant City Administrator and the Human Resources Director reviewed the proposals and all agreed that the city should move forward with Ralph Anderson and Associates.

The city is still working on an agreement with Ralph Anderson and Associates for these recruitment services. We are hopeful that we will have the final agreement before Tuesday's meeting. If the agreement cannot be finalized, we will request that the Mayor be given the authority to approve and sign the final version of the agreement after the verbiage has been approved by the City Attorney.

The final search process has not been determined, but it will involve a comprehensive position profile based upon information obtained in meetings with the Mayor, City Council, and City Administration. In-person meetings will be held with the public and individual meetings with the Police Department personnel. The search will be

conducted, screening of the candidates will occur and then panel interviews and the selection process will be set up. This will be an extensive search using a marketing strategy and extensive personal outreach to highly qualified candidates across the country.

Once a new chief is appointed, there is a guarantee that if the new chief resigns or is dismissed for cause, Ralph Anderson & Associates will conduct another search free of all charges for professional services, but the city would be expected to pay for reimbursement of incurred expenses including any required travel expenses.

Financial Summary:

The fixed fee for the national search is \$38,750. There will be additional travel expenses that the city will have to provide for candidates who are chosen for interviews. There are also some optional costs that may be needed as we go through the process, but those have not been determined yet.

Staff Recommendation:

Staff recommends that the Mayor be authorized to approve and execute the final agreement subject to the approval of the agreement from the City Attorney.



City of La Vergne

5093 Murfreesboro Road • La Vergne, TN 37086

Phone: (615) 793-6295 • Fax: (615) 793-6025

Website: www.LaVergneTN.gov

M E M O

DATE: FEBRUARY 28, 2023

TO: BOARD OF MAYOR & ALDERMEN

FROM: BRUCE RICHARDSON

RE: BEAUTIFICATION AND ARTS ADVISORY COMMITTEE

Beautification and Arts Advisory Committee Appointed by Mayor; Confirmed by Council - 4 Year Terms		
Name	Appointed	Term Expires
Kara Hobbs - Alderman - Chairman	December 2022	Term of Office
Vacant (Mark Bell)		April 30, 2025
Anne Marie Carter	December 2022	April 30, 2026
Tabitha Howard	May 2022	April 30, 2023
Alfred "Al" Lane	May 2022	April 30, 2025
Samantha Agee-Roark	May 2022	April 30, 2024
Dianne Zahnle	May 2022	April 30, 2026

We have a vacancy on this committee due to the resignation of Mark Bell. We have been advertising this position on Channel 3 and Social Media, and have received two applications.

Current Applicants:

- Daffany Baker
- Allen Walker

**CITY OF LA VERGNE
BOARD / COMMITTEE MEMBER APPLICATION**

Please choose which board / committee you would like to apply for: (Only choose one)

<u>Board Name</u>	<u>Normal Frequency of Meetings</u>
☐ Beer Board	As Needed
☐ Board of Zoning Appeals	Once a Month
☐ Construction Board of Adjustment and Appeals	As Needed
☐ Economic Development Advisory Committee	As Needed
☐ Employee Review Board	As Needed
☐ Greenway Advisory Committee	Once a Month
☐ Historical Preservation Advisory Committee	As Needed
☐ Library Board	Every other Month
☐ Parks & Recreation Advisory Committee	Once a Month
☐ Planning Commission	Once a Month
☐ Senior Citizen's Advisory Committee	Once a Quarter
☐ Stormwater Appeals and Advisory Board	As Needed
☒ Other <u>Beautification and Arts committee</u>	

APPLICANT INFORMATION

NAME: Daffany Baker Phone Number: [REDACTED]

ADDRESS: [REDACTED] Work Phone: [REDACTED]

Laverne TN 37086 E-Mail Address: [REDACTED]

What is the best time to contact you? ☒ Morning (8:00 a.m. - Noon) ☐ Afternoon (Noon - 4:30 p.m.)

What is the best way to contact you? ☐ Mail ☒ Phone ☒ E-Mail

EDUCATION AND TRAINING

	High School	Technical / Vocational	College / University	Graduate / Professional
School Name	<u>South side High</u>	—	<u>Lane College</u>	<u>Trevela University</u>
City, State	<u>Jackson TN</u>	—	<u>Jackson, TN</u>	<u>ongoing</u>
Dates Attended (Mo./Yr.)	From: <u>Aug 1996</u> To: <u>May 1999</u>	From: — To: —	From: <u>1999</u> To: <u>May 2003</u>	From: <u>classes towards masters in</u> To: —
Years Completed	☐ 9 ☐ 10 ☐ 11 ☒ 12	☐ 1 ☐ 2	☐ 1 ☐ 2 ☐ 3 ☒ 4	☐ 1 ☐ 2 ☐ 3 ☐ 4
Course of Study		—	<u>B.A Cum laude</u> <u>Interdisciplinary Studies</u>	<u>Organizational Leadership</u>
Receive a diploma? (Yes/No)	<u>Honors Diploma</u>	—		

EXPERIENCE

Current Occupation: _____

Please list any Professional or Occupational Experience that would apply to the Board or Committee

you are applying for: Beautification and Arts committee

Board Member

Municipal Boards / Committees on which you currently serve: N/A - However I am
looking now to become more involved.

Municipal Boards / Committees on which you have previously served: N/A

If you are appointed, will you have any potential conflict of interest? ☐ YES ☐ NO

If YES, what is the Conflict? ^{only} School Events with children

What are the reasons why you want to serve on the Board / Committee that you have chosen?

I always attend events held throughout the city. I would
like to help plan more events across the board and just become
more involved in this city. I want to be part of the solution
and not a part of those complaining about the potential problems
I have faith in the leadership of LaVergne + want to help be
a part of change!

REFERENCES

Please list three (3) Professional or Business references.

	Name	Mailing Address	Years Known	Phone
1	Misha Maynard	[REDACTED] Nashville, TN 37218	2	[REDACTED]
2	Douglass Walker	[REDACTED] Columbiana, AL 35051	8	[REDACTED]
3	Kellie Rae Blander	Racine WI	23	[REDACTED]

I hereby affirm that the information provided on this application (and accompanying documents, if any) is true and complete to the best of my knowledge. I understand that falsified information or significant omissions may disqualify me and my application from further consideration for a Board or Committee member appointment and may be considered justification for removal from a Board or Committee, if discovered at a later date.

I waive any right of privilege, privacy, and/or confidentiality I may have in the information provided by references or others whom I have indicated may be contacted.

I hereby understand and acknowledge that, unless otherwise defined by applicable law, any relationship with this organization is of an "at will" nature, which means that the Board or Committee member may resign at any time and the Board of Mayor and Aldermen may remove the Board or Committee member at any time with or without cause. I understand, also, that I am required to abide by the Charter and Ordinances of the City of La Vergne, the Constitution and Laws of the State of Tennessee and the Constitution and Laws of the United States of America.

Signature: Cabany Baker

Date: 2/16/2023

Please attach your resume. Thank you for your willingness to serve.

Daffany Wilkes-Baker

Organized. Highly Motivated. Problem Solver. Active Listener.
Leader. Facilitator, Speaker

Lavergne, TN 37086

EXPERIENCE

YWCA Nashville & Middle Tennessee

Vice President of Domestic Violence Services Nashville, TN

July 2022-Present

Oversee all daily operations and programs within a 65 bed women and children domestic violence shelter (largest in TN)

Speak community wide at various events on signs of domestic violence and safety

Plan strategically with management staff regarding ongoing, new, and future projects

Meet monthly/ or as needed to itemize budget and cost to keep on track

Meet and speak with families and help serve their needs

Manage a staff of 40+ people

Work with volunteers to increase engagement within community

Engage in weekly calls with organization wide executive leadership staff

Facilitate weekly check in calls with internal management team

Debra K. Johnson Rehabilitation Center, Nashville, TN

Associate Warden of Treatment

July 2020- June 2022

PROFESSIONAL HIGHLIGHTS

- 8+years direct service in correctional facilities
- 10+years in youth and adult educational settings
- 5+ years individualized case management services

SKILLS

Microsoft Office suite

Conflict management

Safety and security oriented

Certified First Aid/ CPR

Certified Women's Beyond Trauma Instructor

Certified in Correctional Behavioral Health

De-escalation tactics

- Strong interpersonal skills
- Team-oriented
- Goal-oriented
- Resourceful
- Flexible
- Dependable

COMMUNITY INVOLVEMENT

Published Author

Motivational Speaker

Plans, organizes, supervises, and evaluates all treatment services/ programs within facility policy driven towards department's mission Serve in Acting Warden capacity in absence of Warden Speak Publicly at any given time to represent organization Upon onsite of Covid and vaccinations, I created a video with TDOC communications department, sharing my experience on being vaccinated and why I thought it was important. (It was shared internally as well as throughout all TDOC social media streams) Speaker internally for events such as: Retrieving Independence Graduation Step- Down Program Graduation Memorial Services Drop In- Classroom Facilitation (I like to drop in, facilitate, share, and gain input) Obtained Behavioral Health certification. Also, Beyond Trauma taught to recognize the signs of trauma and pick up on those behaviors. I come with a trauma informed mindset allows you to reach someone where they are and understand how their trauma has affected their decisions in life that correlate with consequences. Everything works together to effectively start the rehabilitation journey. (Favorite Class is called "Houses" led by female offender certified in Peer Recovery. National Presenter for American Correctional Association (subject matters were Overnight Child Visitation & Step-Down Program) Effective in Strategic Planning- We have a coding program to begin soon, and we've had weekly zoom calls and/or visits for over 9 months now. We are few weeks away from launching. Anytime there is a new program or service I utilize effective planning for all parties to have open lines of communication. I'm currently on a team to incorporate a new incentive policy and on another for a new behavior model. We meet on zoom few times a month to discuss data, patterns, ideas, and brainstorm together. Outcome will be creation of new policies in these areas. Daily 7:45 Medical call to discuss any moving parts and keep all lines of communication open Weekly Warden's Meeting Weekly Behavioral Health Meetings Monthly Medical Compliance Meeting Monthly SART meeting Monthly Inmate Council Meeting Weekly Victim's Impact Meeting	Recreation Assistant Softball Coach COP Leadership Institute Vacation Bible School Leader Director of LIFT Ministry My Sister's Place, Mentor/Advocate • Delta Sigma Theta Sorority, Inc. Birmingham Alumni Chapter Member • Recreation Assistant Softball Coach
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Bi-Weekly Step-Down Program Meeting

Monthly Associate Warden Meeting

Bi- Weekly Higher Education Call

Bi- Monthly Religious Services Call

Weekly Transition Center/ Annex Work Release Call

Monthly Associate Warden Direct Report Meeting-

The staff that I directly supervise, and all others know that I have an open-door policy. Even as busy as I can be daily, I feel it's very important to know your people and be able to be accessible to them if needed. I'm also very hands on and a lot of times I go to their work areas to check in.

Responsible for several tracking reports that must go out weekly to central office. (KIR, Education, Medical, Work Release, etc.)

Fiscal/ Budgeting- Meet with Fiscal Director and budget and discuss any areas there may be problems and/ or any amount that needs to be used within fiscal year. Any need there may be is presented on the table and if determined to be feasible and/or facility need it's approved. We also have a cut off limit when close to year end's budget. There is an emergency fund that can/ will be utilized if this need were to occur.

Manage/ Oversee the following under the treatment realm:

Medical- Health Service Administrator; Over 70 plus employees

Behavioral Health- Behavioral Health Administrator; Over 20 plus employees

Religious Services- Chaplain including 200 plus volunteers providing services to our population. I must sign/ approve all memos allowing any/all volunteers to come into our facility

Inmate Jobs- Inmate Jobs Coordinator

Education- Principal plus all Adult Basic Education teachers as well as higher education. Lipscomb, TCAT Nashville, & Nashville State

We also have contract employees that come in to facilitate courses such as cognitive behavior, victim's impact, parenting, etc.

Tricor Call center and Tag Plant; Call center ran within our facilities to outside entities (campaigns) Tag plant ran off site (TDOC) facility. (Your car TN state car tags are made by DJRC ladies)

Counselors- Chief Counselor- Thirteen counselor pool; responsible for intake, risk needs assessments, classification, liaison between prison and any other outside entity

Inmate Records- Records Manager plus two clerks

Grievance/ Title V Coordinator- Grievance Officer; If there is any type of complaint there can go through appropriate processes to make

sure there hasn't been any wrong course of action and if so, it's handled accordingly. Title V assures that no one is mistreated due to race, color, or national origin.

PREA Coordinator/ SART Coordinator/ PREA Compliance- PREA compliance manager (Prison Rape Elimination Act) Follow/ tract/ SART – if there is an incident make sure all protocol and time deadlines/ notifications are met

Transitional Center Annex/ Work Release- 143 Bed Transitional center/ working annex. (Phase program in which upon moving to third phase eligible for work release job in community) Our facility has five (5) work release partners whom I work with regularly. Offenders always have GPS monitoring bracelets for tracking purposes. (On call and receive alerts if there is any type of problem)

Chattanooga Release Center- 42 Bed Release Center located in Chattanooga; offenders also work outside in community while taking soft skill/ re-entry classes to help reintegrate them back into society

Child Overnight Visitation Program- Upon completing parenting classes and good behavior, offenders can have overnight visitation with their children age 6months- 5 years old from Friday-Sunday (twice a month) Special location designed and appropriated for this program.

Retrieving Independence Service Dog Program- Contracted program. Ladies are interviewed and must have clear behavioral record. Once in program and receive dog, intensive programming takes place for 15-18 months. (Dog is matched to receiver and based on that need it's trained according)

Restricted Housing Step Down Program: 33-week program for maximum custody level offenders to step down level by level and completion graduate back into general population. (Focuses on anger management/ behavior making/ trauma, etc.)

2021 Proud Graduate of Tennessee Government Management Institute (Selected in compilation with leaders within State of Tennessee Departments statewide) Intensive leadership training that gives leaders the knowledge, tests, skills to develop other leaders. Leaders lead others to lead! I'm very well rounded as I've worked on every level to now being an executive. I believe that respect is BIG, and you give it to the janitor just as you would the CEO. I'm very hands on and available to my staff. I will pick up trash or do a task that needs to be done if I see it in my path. Leaders must be seen and not just heard. This encourages your team to stay motivated and push a little harder in times of despair. Our nation is struggling with staff as am I. I allow my staff to flex time/ schedules within, if need be (approved), help any way I can, and I treat lunch randomly just to let them know they are appreciated. Most people don't

leave a job because of the job itself; they leave because of how they are treated. I lead by example and encourage staff to know that we will always succeed if we stick together as a team.

**Debra K. Johnson Rehabilitation Center Unit
Manager January 2020-July 2020**

Manage staff and offenders in general population as well as maximum security unit; oversee direct function of unit including supervision/security, adherence of tool instrument compliance, log book/post order unit compliant, complete performance assessments / evaluations, conduct daily cell/ unit inspections, plan/ schedule/ implement the order of daily order of offender movement, utilize emergency intervention techniques as needed, Sexual Assault Response Team member, any other task directed as needed.

***Debra K. Johnson Rehabilitation Center (formerly TN
Prison for Women) Clinical
Case Manager/Discharge Planner***

August 2019 – Jan 2020

Work with female offenders within 12 months of expiring their sentence. Assure that residents have continuity of care upon release from prison and entering back into society. Responsible for attending weekly treatment meetings and CQI meetings; maintain reports/ links with doctors. Assure that medical furloughs are completed monthly based upon dire needs of offenders.

**Alabama Therapeutic Education Facility (ATEF), Columbiana,
AL Unit Manager**

November 2018 - July 2019

Collaborated with the Treatment Director to implement the start of Women's Therapeutic Community, Emphasis on 5 Stages of Change: Substance Abuse Prevention, Anger Management, Healthy Relationships, and others. Enabled offenders to gain a trade in welding, carpentry, plumbing, hvac; also obtain OSHA and forklift certifications.

Managed female inmates and staff members. Monitor residents and maintain safety and compliance. Utilize crisis intervention techniques as emergency situations may arise. Assure that comprehensive assessment plans for residents and treatments are being met. Plan, schedule, and implement therapeutic programming schedules. Prepare and maintain personnel records and ensure compliance to procedures and track employee developmental training.

Co-chair Alumni Services Program.

Co-chair Family Services Program (after care treatment).

Co-chair Non-Workplace Violence Committee

Chair of Special Events/ Services committee.

**Alabama Therapeutic Education Facility (ATEF), Columbiana,
AL Case Manager**

June 2016 – November 2018

Monitor residents on unit. Facilitate classes, and responsible for safety. Grow & develop resident cognitive skills to assist in transitioning back into society. Provide case management and individual/ group counseling for an assigned caseload of residents.

Utilize crisis intervention techniques as emergency situations arise. Complete comprehensive assessment of clients' substance abuse history and treatment requirements. Develop individualized treatment plans. Facilitate classes including Relapse Prevention, Anger Management, Parenting, Life Skills, Criminal & Addictive Behaviors, and Co-occurring disorders.

Jefferson Co. Intellectual Disabilities Authority, Birmingham, AL
Case Manager

September 2012-2015

Assist intellectually challenged individuals to obtain and/or maintain waiver services, including their medical, social, and educational needs through monitoring, completing POC/Choice forms, screenings, documenting, and record keeping. Submit required billing reports accurately and in a timely manner.

Jackson Madison County Schools, Jackson, TN

Pre-K Teacher

January 2010-2012

Taught 4–5-year-old academic and life skills needed to get them prepared for kindergarten. Differentiated learning styles to meet the needs of the students. Volunteered as the Assistant Boys Basketball Coach at Rose Hill Middle School. Taught student athletes' fundamentals of basketball by providing the knowledge and giving them the encouragement to improve their performance. Train athletes and identify strengths and weaknesses. Worked with athletes to develop an individualized plan for improvement.

The Children's Guild, Level 5 Maximum Security Institution,
Chillum, MD

7th/8th Grade Teacher

April 2009-September 2010

Whiteville Correctional Facility, Whiteville, TN

GED Instructor, Correctional Officer 2006-2008

Jackson Madison County Schools, Jackson, TN

2nd/5th Grade Special Ed. Teacher 2003-2006

EDUCATION

Trevecca Nazarene University, Nashville TN

(Accepted into Organizational Leadership Program)

Lane College, Jackson, TN — *B.A. Interdisciplinary Studies*

June 2003

Graduated Cum Laude. Served as Class Rep. member of the student council. Captain of Lady Dragon Softball team. Student athletic trainer. Member of Marching Dragons Color Guard. Voted 2001 Football Homecoming Queen. Vice President of the Beta Chi Chapter of Delta Sigma Theta Sorority, Inc.

Daffany Baker is a proud mom, published author, speaker, and community leader. Her career journey highlights a number of years as a public-school educator as well as within the correctional area for almost 12 years. She has held many roles in correction with her previous being Associate Warden of Treatment at a local Nashville prison. She has worked both in private and state sectors. She has always been an advocate for re-entry, rehabilitation, and the fight to decrease the rates of recidivism.

Daffany obtained her undergraduate degree from Lane College and is a member of Delta Sigma Theta Sorority Inc. She is also a 2021 graduate of Tennessee Government Management Institute. She is certified in Correctional Behavioral Health & Beyond Trauma for Women. She is a member of Tennessee State Employees Association (TSEA) as well as American Correctional Association (ACA). Daffany has also been keynote speakers for various events such as graduations, leadership trainings, also to include a presenting at the National ACA Conference in Nashville, TN 2021 on restrictive housing units.

Daffany volunteers with Go Foundation alongside founder Patrick Houston, an award winning entertainer, & co- founder Michael Brown in order to give back by visiting prisons and communities speaking positive words to those that may have given up. There is always reading materials distributed for growth and encouragement.

Daffany has recently been nominated for a 2023 Social Impact Award for Women Who Rock Nashville. She is also proud to be a part of the leadership team at her church, Cathedral of Praise, Nashville, TN.

In her most current role, Daffany serves as Vice President of Domestic Violence Services for YWCA of Nashville & Middle Tennessee. She is able to be of service to women, men, and children that have found themselves in less than fortunate domestic violence situations and need a way out. She speaks throughout the community at various events to raise awareness about Domestic Violence, as those affected are increasing every day. She leads her DV team in providing all needed services to hundreds of families that rely on the YWCA in their time of need.

Daffany always strives to learn and grow while leading others to do the same along her path. She has a wealth of knowledge within correction and social services that allows her to continue building strong community partnership ties that in turn helps better our society.

In her spare time she enjoys traveling, coaching her daughter's softball team, and just making cherished memories with family and friends.

CITY OF LA VERGNE

BOARD / COMMITTEE MEMBER APPLICATION

Please choose which board / committee you would like to apply for: (Only choose one)

<u>Board Name</u>	<u>Normal Frequency of Meetings</u>
☒ Beautification and Arts Advisory Committee	As Needed
☐ Beer Board	Monthly
☐ Board of Zoning Appeals	Monthly
☐ Construction Board of Adjustment and Appeals	As Needed
☐ Economic Development Advisory Committee	Quarterly
☐ Greenway Advisory Committee	Quarterly
☐ Historical Preservation Advisory Committee	Semi-Annually
☐ La Vergne Housing Authority	As Needed
☐ La Vergne Industrial Development Board	As Needed
☐ Library Board	Bi-Monthly
☐ Parks & Recreation Advisory Committee	Monthly
☐ Planning Commission	Monthly
☐ Senior Citizen's Advisory Committee	Monthly
☐ Stormwater Appeals and Advisory Board	As Needed
☐ Other _____	

APPLICANT INFORMATION

Name: **Allen Walker** Cell Phone: [REDACTED]

Address: [REDACTED] Other Phone: _____

LaVergne Email Address: [REDACTED]

What is the best time to contact you? ☒ Morning (8:00 a.m. - Noon) ☒ Afternoon (Noon - 4:30 p.m.)

What is the best way to contact you? ☐ Mail ☒ Cell Phone ☐ Other Phone ☐ Email

EDUCATION AND TRAINING

	High School	College / University	Graduate / Professional
School Name	Gautier High School	Alcorn State University	ITT Tech
City, State			
Years Completed	N/A	☒ 1 ☐ 2 ☐ 3 ☐ 4	☐ 1 ☒ 2 ☐ 3 ☐ 4
Course of Study	N/A	General Ed	Computer Networking
Receive a diploma?	☒ Yes ☐ No	☐ Yes ☒ No	☒ Yes ☐ No

EXPERIENCE

Current Occupation:	Information Technology Consultant
List any experience that would apply to the Board or Committee you are applying for:	Project Management Six Sigma Process Improvement Operations Management Business Solution Creations
Municipal Boards / Committees on which you currently serve:	N/A
Municipal Boards / Committees on which you have previously served:	N/A
If you are appointed, will you have any potential conflict of interest? ☐ YES ☒ NO	
If YES, what is the conflict?	
Briefly explain the reasons why you want to serve on the Board / Committee that you have chosen:	I became a resident of LaVergne in 2020. I feel it is my civic duty to allow my experiences and skills to aid the community where I reside.

REFERENCES

Please list three (3) Professional or Business references.

	Name	Email Address	Years Known	Phone
1	Torrance Miller		10+	
2	Paul Earls		10+	
3	Chris Blady		10+	

I hereby affirm that the information provided on this application (and accompanying documents, if any) is true and complete to the best of my knowledge. I understand that falsified information or significant omissions may disqualify me and my application from further consideration for a Board or Committee member appointment and may be considered justification for removal from a Board or Committee, if discovered at a later date.

I waive any right of privilege, privacy, and/or confidentiality I may have in the information provided by references or others whom I have indicated may be contacted.

I hereby understand and acknowledge that, unless otherwise defined by applicable law, any relationship with this organization is of an "at will" nature, which means that the Board or Committee member may resign at any time and the Board of Mayor and Aldermen may remove the Board or Committee member at any time with or without cause. I understand, also, that I am required to abide by the Charter and Ordinances of the City of La Vergne, the Constitution and Laws of the State of Tennessee and the Constitution and Laws of the United States of America.

Signature: Allen Walker Digitally signed by Allen Walker
Date: 2023.02.28 14:18:01 -06'00'

Date: 2/28/2023

Please attach your resume. Thank you for your willingness to serve.

Allen Walker

Nashville, TN

Summary

Skilled IT Executive with 10+ years of experience and excellent problem-solving, organizational, and decision-making abilities. Well-versed in building technical services, delivering on-time and on-budget projects, managing IT workloads with co-located and off-site development teams, and leading strong pre-sales teams to above average results.

Skills

- | | |
|--|-----------------------------------|
| • Datacenter Infrastructure Management | • SQL Server Management |
| • Six Sigma Process Improvement | • Technical Documentation |
| • UNIX AIX | • Cisco Firewall and Networking |
| • ITIL Certified | • F5 & Kemp Load balancing |
| • Windows Server Management | • Backup Management |
| • Technical Project Management | • Technical Account Management |
| • Technical Process Training | • Cloud Computing |
| • Operations Management | • Technical Solution Selling |
| • Disaster Recovery | • Service Creation and Management |

WORK EXPERIENCE

Datacenter Capacity Engineer

October 2022 to Present

Meta/Facebook

Nashville, TN

- Plan, lead and collaborate with cross-functional data center teams to deliver complex data center infrastructure capacity projects Discovery of customer's critical business issues and requirements.
- Create/improve global standards for processes, workflow and automation roadmaps for software automation that facilitate deployment, maintaining and decommissioning of server hardware at scale.
- Data trending, analysis and interpretation of systemic issues that impact fleet uptime and utilization. Perform root cause analysis of complex technical and engineering issues and drive resolution.

IT Consultant**April 2022 to October 2022****The Nella Group****Nashville, TN**

- Technical service creation and pricing.
- Discovery of customer's critical business issues and requirements
- Solution design to meet customer requirements.
- Participation in and assistance with sales process and installation

Solution Engineer**April 2020 to April 2022****Flexential****Nashville, TN**

- Technical leadership with customers and prospects for pre-sales engineering
- Discovery of customer's critical business issues and requirements
- Solution design to meet customer requirements.
- Participation in and assistance with sales process and closure (solution selling)
- Ensuring accurate pricing of complex sales proposals and assisting in RFP responses

Operations Manager**October 2018 to April 2020****HealthTrust / HCA****Nashville, TN**

- Personal Management
- Creation, Implementing, and management of Operational Services
- Internal and External process implementation and training
- Six Sigma Process Improvement and process creation
- ITIL service implementation and management

Systems Engineer**July 2016 to July 2018****HealthTrust / HCA****Nashville, TN**

- Installation, configuration, and management of Windows infrastructure to support Software Engineering.
- IIS configuration and management to support proprietary software designed or business needs
- F5 load-balancer configuration and management.
- IBM DataPower system deployment and management.
- Six Sigma Process Improvement
- VMware ESX Infrastructure with VM Management

Technical Assistance Engineer**June 2014 to June 2016****Peak10 Data Center Solutions****Nashville, TN**

- Operation System installation and management of RedHat Enterprise Linux, Ubuntu Windows Servers
- Management and installation of Fortinet firewalls, Kemp Load balancers, and Cisco Switches
- Installed, configured, and documented data protection solutions for Microsoft, and Linux VM Operation Systems.
- Provided technical project and account management for complex accounts
- VM management and migration within VMware ESX Infrastructure

Application System Engineer**May 2011 to June 2014****Peak10 Data Center Solutions****Charlotte, NC**

- Application installation and management of SQL 2008, Exchange 2010, and SharePoint 2010
- Operation System installation and management of RedHat Enterprise Linux, AIX Unix, and Windows 2008
- Management of Fortinet and Cisco firewalls, F5 Load balancers, and Cisco Switches
- Installed and configured data protection solutions for Microsoft applications and Linux/Unix/Windows Operation Systems.
- Provided technical project and account management for complex accounts.

Facilities Engineer***August 2008 to May 2011*****Peak10 Data Center Solutions****Nashville, TN**

- Troubleshoot network and facilities issues within a datacenter environment.
- Technical assistance with servers, routers, PDU's, and switches.
- Completed routine backup tape rotations and restores.
- Performing checks and monitoring on diesel generators, water chillers, PDU's and HVAC units.

Technical Support Technician***August 2007 to August 2008*****Spheris****Nashville, TN**

- Resolution of service issues with Windows XP, NT Workstation, and PC hardware.
- Customer services via phone and remote system software.
- Test returned equipment, identifying technical issues.
- Retrieval and escalation of service issue with internal and external technicians.

Network Technician

July 2007 to August 2007

Neka24 Network Solutions/Abercrombie and Finch-Hollister Co.

Nashville, TN

- Installation and testing CAT5 cables and Belden RJ-45 Connectors.
- Installation of Cisco IP phones, wireless access points, routers, switches, and hubs.
- Assured network functionality and connectivity.
- Installation of router racks, uninterruptible power supply (UPS), and components.

Education

Associate of Science: Information Technology – Computer Network Systems **09/2006**

ITT Technical Institute

Nashville, TN

Certifications

ITIL Foundation

Six Sigma Green Belt



City of La Vergne

5093 Murfreesboro Road • La Vergne, TN 37086

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Website: www.LaVergneTN.gov

M E M O

DATE: FEBRUARY 28, 2023

TO: BOARD OF MAYOR & ALDERMEN

FROM: BRUCE RICHARDSON

RE: CONSTRUCTION BOARD OF ADJUSTMENT AND APPEALS

Construction Board of Adjustment and Appeals

Appointed by Council - 4 Year Terms

Name	Appointed:	Term Expires:
David Waldron - Chairman	February 1995	January 31, 2024
Felicia Anderson - Vice-Chairman	June 2006	January 31, 2026
Theresa Hesse	October 2014	January 31, 2027
Lance Lee	March 2020	January 31, 2025
Jeff Moss	May 2022	January 31, 2023
Tammy Russell	February 2021	January 31, 2025
John Rutledge	June 2020	January 31, 2024

The term for Jeff Moss expired on January 31, 2023. We have tried to contact him to see if he would like to stay on this board, but we have not heard back from him. We have been advertising this position on Channel 3 and Social Media, but have not received any other applications.



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M E M O

DATE: FEBRUARY 28, 2023

TO: BOARD OF MAYOR & ALDERMEN

FROM: BRUCE RICHARDSON

RE: HISTORICAL PRESERVATION ADVISORY COMMITTEE

Historical Preservation Advisory Committee

Appointed by Mayor; Confirmed by Council - 4 Year Terms

Name	Appointed:	Term Expires
Alderman Dennis Waldron - Chairman	May 2021	Term of Office
Susan Anthony	February 2021	December 31, 2024
Vacant (Chuck Isbell)		December 31, 2026
Rhonda Umphrey	January 2020	December 31, 2023
Tony Vanatta	March 2014	December 31, 2025

We have a vacancy on this committee due to the resignation of Chuck Isbell. We have been advertising this position on Channel 3 and Social Media, but have not received any applications at this time. If I do not receive any applications by Tuesday, March 7, 2023, I will remove this item from the agenda.



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M E M O

DATE: FEBRUARY 28, 2023

TO: BOARD OF MAYOR & ALDERMEN

FROM: BRUCE RICHARDSON

RE: LOCAL EMERGENCY PLANNING COMMITTEE

Local Emergency Planning Committee		
Appointed by Mayor; Confirmed by Council - 4 Year Terms		
Name	Appointed	Term Expires
Carol Haas - Chairman (BOMA)	December 2022	Term of Office
Vacant - Vice-Chairman - LPD	June 2013	December 31, 2025
Ronny Beasley - LFD	July 2020	December 31, 2025
Marty Blair - Rescue Unit	January 2023	December 31, 2026
Curtis Brinkley - LFD	February 2019	December 31, 2025
Christopher Buck - Box 100	June 2021	December 31, 2024
Daniel Campbell - WTP	November 2018	December 31, 2026
Chris Clark - R.C.E.M.A.	June 2020	December 31, 2024
Christopher Cunningham - Env. Specialist	November 2020	December 31, 2024
Mike Dietz - Public Works	February 2014	December 31, 2023
Emily Girard - Red Cross	February 2021	December 31, 2024
Glenn Green - I.T. Department	December 2013	December 31, 2023
Brent Hatcher - Police Department	December 2021	December 31, 2026
David McGowen - Parks & Recreation	November 2019	December 31, 2025
Douglas Oakley - Public Works	May 2022	December 31, 2023
Steve Pope - Ambulance Service	January 2021	December 31, 2024
Bruce Richardson - City Admin.	May 2012	December 31, 2025
Vacant - Finance	September 2007	December 31, 2023
Adam Rose - R.C. S.O.R.T.	April 2014	December 31, 2023
Randolph Salyers - Codes Department	July 2012	December 31, 2023
Chris Schmidt - Rescue Unit	October 2005	December 31, 2026
Alexandra Thompson - Stormwater	August 2020	December 31, 2026

We have two vacancies on this committee. Staff recommends that the Police Department position remain unfilled until a new police chief can be hired. Staff also recommends that Tonya Williams be appointed to fill the Finance Department position.



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M E M O

DATE: FEBRUARY 28, 2023

TO: BOARD OF MAYOR & ALDERMEN

FROM: BRUCE RICHARDSON

RE: STORMWATER APPEALS AND ADVISORY BOARD

<u>Stormwater Appeals and Advisory Board</u>		
Appointed by Mayor, Confirmed by City Council - 4 Year Terms		
Name	Appointed	Term Expires
Earl Garvin Jr. - Chairman	May 2008	December 31, 2025
Vacant (Meghan DeBeaord)		December 31, 2026
Vacant (John "Wade" Dever)		December 31, 2024
Chuck Dillon	November 2016	December 31, 2023
Jeff Moss	May 2022	December 31, 2026
Mary Jane Skinner	February 2006	December 31, 2024
Dennis Waldron	December 2020	Term of Office

We have two vacancies on this committee due to resignations. We have been advertising these positions on Channel 3 and Social Media, but have not received any applications at this time. If we do not receive any applications by Tuesday, March 7, 2023, I will remove this item from the agenda.